

BOARD OF SUPERVISORS

Michael Sanchez, 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Lori Simpson, Chair 4th District

Jeff Engel, Vice Chair 5th District

**AGENDA FOR REGULAR MEETING OF FEBRUARY 21, 2017 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) TREASURER/TAX COLLECTOR

Authorize the sale of Tax-Defaulted Property subject to the Power of Sale by the Tax Collector

B) PUBLIC HEALTH AGENCY

Approve and authorize the Chair to sign Agreement Numbers MAA2017OPTIMAS of \$106,800 and MAA2017OPTIMAS-AH of \$21,000 with Optimas Services, Inc., for activities of Administrative Hub Roles and Responsibilities for a Random Moment Survey software system and LGA Consultant for the Medi-Cal Administrative Activities (MAA) Program; approved as to form by County Counsel

C) SHERIFF

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

D) BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Christian Encounter Ministries 35th Annual Agony Ride, July 28-29, 2017, Sierra Valley)
- 2) Adopt **PROCLAMATION** Proclaiming February 2017 as *Grand Jury Awareness Month* in Plumas County

E) BEHAVIORAL HEALTH

Approve and authorize the Director of Behavioral Health to sign Memorandum of Understanding between County of Plumas and Criminal Justice Services (Alternative Sentencing) to fund the Day Reporting Center services; approved as to form by County Counsel

F) PUBLIC WORKS

- 1) Authorize Public Works Department to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Lead Maintenance Worker position in the LaPorte District, created by resignation
- 2) Approve and authorize the Chair to sign Amendment No. 2 to Professional Services Agreement between County of Plumas and Dokken Engineering, Inc. of \$55,817 for preparation of Geotechnical Report and Type Selection Report for the Blairsden-Graeagle Road Bridge Replacement Project; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Professional Services Agreement of \$7,700 between County of Plumas and Vestra Resources, Inc. for preparation of a updated Storm Water Pollution Prevention Plan and related storm water monitoring reports for the County's Willow Creek and Rocky Point pits; approved as to form by County Counsel

2. DEPARTMENTAL MATTERS

A) BEHAVIORAL HEALTH – Robert Brunson

Authorize a salary increase for the position of Behavioral Health Supervisors Site Coordinator to a Step "C"; discussion and possible action

B) SOCIAL SERVICES – Elliott Smart

Presentation of Social Services Trends Report for quarter ending December 31, 2016

C) LIBRARY – Lynn Sheehy

Report and update on activities of the Plumas County Library

D) SHERIFF – Greg Hagwood

Appropriate \$71,706 from the General Fund Contingency to Sheriff (Department 70330) to cover costs of equipment damaged in the January 2017 storm; **four/fifths required roll call vote**

E) PUBLIC WORKS – Robert Perreault

Solid Waste Division:

- 1) Continued from February 14, 2017, consideration of adoption of the proposed replacement Solid Waste Franchise Contract with InterMountain Disposal; approved as to form by County Counsel; discussion and possible action
- 2) Continued from February 14, 2017, consideration of adoption of the proposed replacement Solid Waste Franchise Contract with Feather River Disposal approved as to form by County Counsel; discussion and possible action

3. BOARD OF SUPERVISORS

- A. Direct Public Works/Engineering to release the Irrevocable Line of Credit with Plumas Bank of \$525,000 to Graeagle Land & Water Company for improvements to Graeagle Subdivision Unit 9; 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

1:00 P.M. **AFTERNOON SESSION**

4. BOARD OF SUPERVISORS

Presentation by Budget Consultant of FY 2016-2017 Mid-Year Budget; discussion and possible action

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Director of Social Services
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 7, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctc@countyofplumas.com
(530) 283 -6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

1A

February 9, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: JULIE A. WHITE
COUNTY TREASURER/TAX COLLECTOR/COLLECTIONS ADMIN.

**SUBJECT: REQUESTING APPROVAL AUTHORIZING THE SALE OF TAX-
DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE**

REQUEST: The Board authorizes the sale of tax-defaulted property subject to the power of sale as outlined in Exhibit "A".

BACKGROUND:

The Tax Collector is required to offer properties for sale at public auction that are 5 years tax default and have become subject to sale. Currently, there are 67 properties that will be offered at public auction. You will notice on Exhibit "A" that 19 of the 67 parcels have been offered at public auction 4 times previously and have not sold. During this auction they are being offered in a "bundle". One or more parcels will be combined with one minimum bid to encourage sale. The other parcels have the minimum bid set at taxes owed plus any fees that apply.

In order to conduct a sale, it is necessary for the Board to approve the sale and minimum bids as established by the Tax Collector. I have attached the Request for Approval requiring a signature. This action starts an intensive process commanded by the Revenue and Taxation Code of California to conduct a sale. It includes parties of interest searches, certified notices and personal contact.

The internet auction will be held May 12 - 15, 2017, Friday - Monday, to sell the properties listed in Exhibit "A". Properties will be advertised by an internet auction advertising website-Bid4Assets.com. All parcels that are not sold within the time set for the sale, under Revenue and Taxation Code Section 3692(e), may be re-offered for sale within ninety (90) days. Bid4Assets has the re-offer sale scheduled for June 16th – 19th, 2017.

Bid4Assets.com specializes in advertising and selling government property and surplus sales on the internet. The services it will provide include internet and traditional marketing with links from other websites, newspapers, industry-specific advertising and promotion to its real estate bidder base of 20,000.

Thank you.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcttc@countyofplumas.com
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

**REQUEST FOR APPROVAL TO SELL TAX-DEFALTED PROPERTY
SUBJECT TO THE POWER OF SALE**

February 9, 2017

To the Honorable Board of Supervisors,

Plumas County, State of California

Your approval to sell at public auction via Internet, May 12th – 15th, 2017, for the stated minimum price, the tax-defaulted property that is subject to the power of sale and described on the attached Exhibit "A", in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested.

In the event that any parcel does not sell after the initial offering, I respectfully request your approval to re-offer the unsold parcels at a new sale within 90 days of the original sale date at a reduced minimum price, pursuant to Revenue and Taxation Code Sections 3698.5 and 3692 (e).

 Julie A. White, Plumas County Tax Collector

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Exhibit "A" as provided for by law pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of Plumas County, the 21st day of February, 2017.

ATTEST:

, Clerk of the Board of Supervisors

Date:

(County Seal)

BOARD OF SUPERVISORS EXHIBIT "A"
APPROVAL REQUESTED AT FEBRUARY 21, 2017 MEETING

ASSESSOR'S PARCEL #	ASSESSED OWNER	MINIMUM BID
1 002-150-001-000 DEF-110-000-008	FREELANDER TRUST 8000 SENECA ROAD, SENECA	\$ 10,121.00
2 004-110-015-000 DEF-110-000-028	PLUMAS COUNTY INDIANS INC 3658 GREENVILLE RESERVATION ROAD	\$ 9,083.00
3 009-080-001-000 DEF-980-000-125	CEDAR POINT PROPERTIES INC 378 25N01Y, GENESEE	\$ 52,434.00
4 009-090-001-000 DEF-980-000-126	CEDAR POINT PROPERTIES INC 945 25N01Y, GENESEE	\$ 83,347.00
5 009-100-009-000 DEF-980-000-127	CEDAR POINT PROPERTIES INC 12000 WALKER MINE ROAD, GENESEE	\$ 21,449.00
6 009-364-003-000 DEF-100-000-073	BRUNEL LOUIS P ETAL 2721 FOREST KNOLL LANE, GREENHORN RANCH	\$ 3,306.00
7 009-382-030-000 DEF-100-000-076	BRUNEL PETER 2720 FOREST KNOLL LANE, GREENHORN RANCH	\$ 3,238.00
8 025-450-025-000 DEF-100-000-122	BROWN DENNIS L & CATHY L H/W ETAL 3120 22N05Y, BECKWOURTH	\$ 55,340.00
9 028-110-005-000 DEF-110-000-111	RICHARDS MICHAEL D & SANDRA L 391 BIG GRIZZLY, GRIZZLY ROAD	\$ 19,435.00
10 100-131-007-000 DEF-110-000-130	EIDHAMMER IVAN J 127 CEDAR STREET, CHESTER	\$ 9,702.00
11 100-210-006-000 DEF-100-000-180	JACOBS JOHN DOUGLAS 629 MAIN STREET, CHESTER	\$ 14,745.00
12 100-321-010-000 DEF-110-000-143	KNEZEVICH KRSTO & NICOLE H/W 702 WATSON ROAD, CHESTER	\$ 9,162.00
13 102-111-004-000 DEF-110-000-155	EDIE WINSTON W & ELIZABETH B 1213 PENINSULA DRIVE, LAKE ALMANOR	\$ 5,334.00
14 102-242-004-000 DEF-110-000-161	YOUNDOFF CANDICE C ET AL 681 PENINSULA DRIVE, LAKE ALMANOR	\$ 8,368.00
15 103-150-005-000 DEF-110-000-179	MAHONEY ALICIA DEANN TRUSTEE 260 RED RIVER DRIVE, LAKE ALMANOR PENINSULA	\$ 7,364.00
16 103-160-012-000 DEF-110-000-180	ENGELBERT PHILIP D 163 FLINT WAY, LAKE ALMANOR PENINSULA	\$ 8,733.00
17 103-210-027-000 DEF-110-000-182	DURKIN PROPERTIES INC A CA CORP 68 N. HIGHWOOD CIRCLE, LAKE ALMANOR PENINSULA	\$ 5,215.00
18 103-400-004-000 DEF-110-000-203	FLATTER DAVID E 184 FOX CREST DRIVE, LAKE ALMANOR PENINSULA	\$ 4,633.00
19 104-233-002-000 DEF-110-000-217	MC CRADY JOHN B 3881 COUNTY ROAD A13, HAMILTON BRANCH	\$ 33,488.00
20 110-040-014-000	SPEAR RUTH Y	\$ 11,595.00

DEF-110-000-248	210 MILL STREET, GREENVILLE	
21 110-063-010-000 DEF-110-000-250	RETALLACK ESTHER E ESTATE OF 317 MAIN STREET, GREENVILLE	\$ 7,334.00
22 110-352-033-000 DEF-110-000-261	TURNER JAMES E & HEIDI TRUSTEE 170 STANDART MINE ROAD, GREENVILLE	\$ 4,669.00
23 110-380-018-000 DEF-110-000-263	SPEAR RUTH 19159 HUMPHREY CIRCLE, GREENVILLE	\$ 9,266.00
24 111-040-010-000 DEF-110-000-266	HEINRICH MONICA & GIESSEMAN KURT 16129 HIGHWAY 89, CRESCENT MILLS	\$ 1,388.00
25 111-040-013-000 DEF-110-000-267	NEW DAY BROADBAND OF PORTOLA LLC 15850 HIGHWAY 89, CRESCENT MILLS	\$ 5,987.00
26 111-090-004-000 DEF-110-000-273	SALISBURY SHARON 157 WILLOW STREET, CRESCENT MILLS	\$ 6,586.00
27 112-093-010-000 DEF-110-000-283	BAILEY WALTER E 1189 ARARAT DRIVE, BUCKS LAKE	\$ 1,255.00
28 117-160-026-000 DEF-110-000-349	HENLEY GORDON C & ETHEL L H/W 214 CHANDLER ROAD, AMERICAN VALLEY	\$ 2,971.00
29 123-260-012-000 DEF-110-000-371	VINYARD MARK & JENNIE H/W 1633 EDGEWOOD DRIVE, C-ROAD	\$ 6,166.00
30 123-350-006-000 DEF-110-000-378	HARDING JAME 4550 23N33, MOHAWK	\$ 995.00
31 125-093-004-000 DEF-100-000-636	DECKER ROSE E 1/6 ET AL 74369 RIVER VIEW AVENUE, PORTOLA	\$ 241.00
32 125-184-006-000 DEF-090-000-662	KEPPEL ROBERT M & DANA M H/W NO ADDRESS	\$ 7,521.00
33 125-201-004-000 DEF-110-000-404	MARCANTONIO PHILLIP M NO ADDRESS	\$ 3,622.00
34 125-203-014-000 DEF-070-000-421	KNOTT DAVID G NO ADDRESS	\$ 2,182.00
35 125-203-015-000 DEF-070-000-422	KNOTT DAVID G NO ADDRESS	\$ 2,182.00
36 125-251-009-000 DEF-100-000-662	WENTLING DANIEL G & LAURIEL H 533 E. SIERRA AVENUE, PORTOLA	\$ 6,946.00
37 125-291-008-000 DEF-100-000-672	WENTLING DANIEL G & LAURIEL H H/W NO ADDRESS	\$ 5,683.00
38 125-320-004-000 DEF-110-000-427	BESSETTE KEVIN A 76495 MEADOW WAY, PORTOLA	\$ 12,429.00
39 125-470-075-000 DEF-110-000-445	CHRISTENSEN PETER E 185 N. HORSESHOE TRAIL, DELLEKER	\$ 9,943.00
40 128-040-013-000 DEF-110-000-494	SMITH DANIEL S & BOBBIE ANNE H/W 2429 GRIZZLY ROAD, GRIZZLY ROAD	\$ 12,978.00
41 128-092-005-000	DIEBELE DIANE TRUSTEE	\$ 3,378.00

DEF-110-000-496	1610 VALLEY VIEW DRIVE, GRIZZLY ROAD	
42 130-290-010-546 DEF-100-000-764	HAMLIN DAVID A 46 GRAEAGLE MEADOWS ROAD, GRAEAGLE	\$ 15,469.00
43 145-040-001-000 DEF-110-000-531	JANSSEN JOHN M & BARBARA E H/W 10410 DIXIE VALLEY ROAD, DIXIE VALLEY	\$ 2,988.00
44 125-116-002-000 DEF-110-000-389	VERGARA JOE & JULIE H/W 240 GRIZZLY WAY, PORTOLA	\$ 1,302.00
45 125-116-003-000 DEF-110-000-390	VERGARA JOE & JULIE H/W 250 GRIZZLY WAY, PORTOLA	\$ 1,302.00
46 125-116-004-000 DEF-110-000-391	VERGARA JOE & JULIE H/W 863 WOLF AVENUE, PORTOLA	\$ 1,302.00
47 125-122-002-000 DEF-110-000-393	VERGARA JOE & JULIE H/W 222 GRIZZLY WAY, PORTOLA	\$ 1,329.00
48 125-126-003-000 DEF-110-000-394	VERGARA JOE & JULIE H/W 170 GRIZZLY WAY, PORTOLA	\$ 1,329.00

**BELOW PARCELS BUNDLED INTO TWO GROUPS
OFFERED AT 2 PREVIOUS SALES AND 2 PREVIOUS RE-OFFERS WITH NO BIDS
MAY & JUNE, 2014 MAY & JUNE, 2015**

GROUP 1 - BUNDLED PARCELS

G1-1	125-126-006-000 DEF-080-000-712	VERGARA JOE & JULIE H/W 181 BEAR WAY, PORTOLA	\$ 1,300.00
G1-2	125-127-007-000 DEF-080-000-716	VERGARA JOE & JULIE H/W 191 COUGAR WAY, PORTOLA	
G1-3	125-127-008-000 DEF-080-000-717	VERGARA JOE & JULIE H/W 725 THIRD STREET, PORTOLA	
G1-4	125-128-009-000 DEF-080-000-719	VERGARA JOE & JULIE H/W 184 COUGAR WAY, PORTOLA	
G1-5	125-128-010-000 DEF-080-000-720	VERGARA JOE & JULIE H/W 174 COUGAR WAY, PORTOLA	
G1-6	125-131-001-000 DEF-080-000-724	VERGARA JOE & JULIE H/W 153 BEAR WAY, PORTOLA	
G1-7	125-131-008-000 DEF-080-000-726	VERGARA JOE & JULIE H/W 139 BEAR WAY, PORTOLA	
G1-8	125-132-001-000 DEF-080-000-727	VERGARA JOE & JULIE H/W 153 COUGAR WAY, PORTOLA	
G1-9	125-132-006-000 DEF-080-000-728	VERGARA JOE & JULIE H/W 750 SECOND STREET, PORTOLA	
G1-10	125-133-006-000 DEF-080-000-730	VERGARA JOE & JULIE H/W 170 COUGAR WAY, PORTOLA	
G1-11	125-136-001-000 DEF-080-000-733	VERGARA JOE & JULIE H/W 838 GARDNER BLVD., PORTOLA	
G1-12	125-138-004-000 DEF-080-000-736	VERGARA JOE & JULIE H/W 755 GARDNER BLVD., PORTOLA	

G1-13 125-138-005-000 VERGARA JOE & JULIE H/W
DEF-080-000-737 74937 HIGHWAY 70, PORTOLA

GROUP 2 - BUNDLED PARCELS

G2-1	125-223-006-000 DEF-080-000-687	VERGARA JOE & JULIE H/W NO ADDRESS	\$ 600.00
G2-2	125-223-007-000 DEF-080-000-688	VERGARA JOE & JULIE H/W NO ADDRESS	
G2-3	125-226-001-000 DEF-080-000-667	VERGARA JOE & JULIE H/W NO ADDRESS	
G2-4	125-226-003-000 DEF-080-000-668	VERGARA JOE & JULIE H/W NO ADDRESS	
G2-5	125-226-004-000 DEF-080-000-669	VERGARA JOE & JULIE H/W NO ADDRESS	
G2-6	125-226-005-000 DEF-080-000-670	VERGARA JOE & JULIE H/W NO ADDRESS	



Plumas County Public Health Agency

18

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: February 6, 2017

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for February 21, 2017

Item Description/Recommendation: Approve and direct the Chair to sign Agreement Numbers MAA2017OPTIMAS in the amount of \$106,800 and MAA2017OPTIMAS-AH in the amount of \$21,000 with Optimas Services, Inc., for activities of Administrative Hub Roles and Responsibilities for a Random Moment Survey software system and LGA Consultant for the Medi-Cal Administrative Activities (MAA) Program.

Background Information: As the Board is aware Plumas County Public Health Agency is the Host Entity for the California Department of Health Care Services (DHCS) Medicaid Administrative Activities and Targeted Case Management programs. In this role, we serve as the fiscal and administrative agent between DHCS and the Local Government Agency (LGA) Consortium's 51 member counties.

One role and responsibility of Host Entity is to administer the LGA Consortium Trust Fund, which includes holding vendor and consultant contracts on behalf of the LGA Consortium. The LGA Consortium Executive Committee, which is the decision-making body of the LGA Consortium, has directed Plumas County, as Host Entity, to enter into agreements with Optimas Services, Inc. for LGA Consultant Services and Administrative Hub services for the Random Moment Time Survey software system. These agreements were originally executed on July 1, 2016 with Ramsell Corporation, which was unable to continue services beyond December 31, 2016. In December, 2016 Ramsell asked for these agreements to be delegated and assigned to Optimas Services, Inc. The LGA Executive Committee convened at that time, and as a result directed Plumas County as Host Entity to enter into agreements with Optimas Services to complete services on both agreements from January 1, 2017 through June 30, 2017 in order to insure continuity of operations for the LGA Consortium.

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



Office of the Sheriff

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

lc

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: **February 21st, 2017**
TO: **Honorable Board of Supervisors**
FROM: **Sheriff Gregory Hagwood**
RE: **Agenda Items for the meeting of February 21st, 2017**

It is recommended that the Board:

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

Background and Discussion:

The Sheriff's Office has been receiving funding from the OHV Division of Calif. State Parks and Recreation for more than 19 years. This resolution is a yearly process necessary for continued funding through the state for the Sheriff's Office OHV program.

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

Approved as to form by County Counsel.

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

**RESOLUTION NO. _____
RESOLUTION OF THE PLUMAS COUNTY BOARD of SUPERVISORS**

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

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, operation and maintenance, restoration, law enforcement and education and safety for off-highway vehicle recreation; and

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

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

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

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

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints the Sheriff Gregory Hagwood as agent to conduct all negotiations, and execute and submit all documents including, but not limited to, applications, payment requests, and "subject to approval by the Board of Supervisors and County Counsel" agreements and amendments, which may be necessary for completion of the project.

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

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

BOARD OF SUPERVISORS

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



February 21, 2017

Department of Transportation (Caltrans)

Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

Subject: Encroachment Permit Request
CHRISTIAN ENCOUNTER MINISTRIES

- 35TH Annual Agony Ride, July 28-29, 2017 in and around Sierra Valley

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

Sincerely,

Lori Simpson, Chair

Cc: Plumas County Director of Public Works

**Christian Encounter Ministries
Agony Ride, July 28-29, 2017
Operating Plan**

We expect to have 80-100 riders. The ride is scheduled to begin at 1:00 p.m. on July 28 and end at 1:00 p.m. on July 29. We plan to begin the ride in Loyalton, following a three-leg route. For the first leg, the riders will travel north on A24, turn right on Dyson Lane, turn left on Hwy. 49 for approximately three miles, and turn right on Hwy. 70 for approximately 200 yards to the SAG station at the Vinton Grange. On the second leg, the riders will leave the Grange via Ede street, turn left on Hwy. 49, turn right on Dyson Lane, then go straight on A24 to a piece of private property approximately 2 miles south of Highway 70. Leg three has the riders return to Loyalton, remaining on A24 the entire way. They will then repeat this route for the entire 24 hours.

Riders are required to wear helmets and orange reflective vests, and are instructed to obey traffic laws. They are also required to have white headlights, red tail lights, and reflectors in compliance with CA vehicle code section 21201 if riding at night. Signs are posted along the highway warning vehicles of the event and reminding riders to stay single file. Riders must check in at each SAG station. Several roving vehicles will also be available to monitor and assist the riders. Pavement markings to warn riders of hazards and mark directions will be done with spray chalk.

February 21, 2017

Mark Cruz
Plumas County Dept of Public Works
1834 E Main St
Quincy, CA 95971

Dear Mark,

Christian Encounter Ministries is planning our 35th annual Agony ride, July 28-29, 2017, and we would like to apply for a permit, as usual. I've enclosed all of the pertinent information as follows:

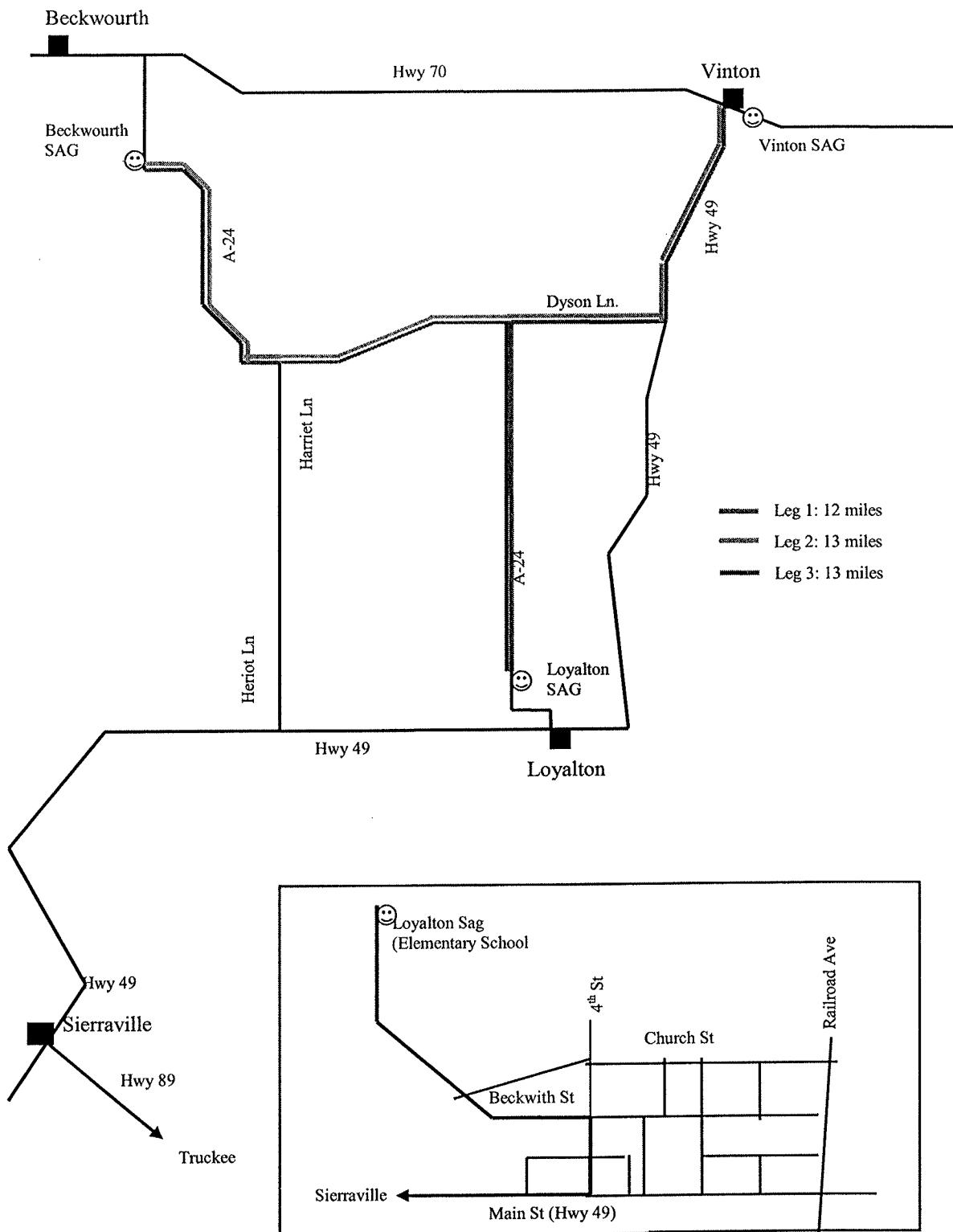
- Permit form
- operating plan
- Verification of Notification from Sheriff and Highway Patrol
- Certificate of Insurance
- route map
- rider safety rules

Please let me know if you need anything else. Thank you for your help with this each year.

Sincerely,

Caryn Galeckas
Administrative Assistant, CEM

Agony Route Map





PLUMAS COUNTY BOARD OF SUPERVISORS

PROCLAMATION

GRAND JURY AWARENESS MONTH

FEBRUARY 2017

WHEREAS, grand juries are crucial components of California's judicial system, serving three important roles: overseeing and reporting on the efficiency, honesty, and impartiality of local governments and elected officials; determining whether criminal acts have been committed and if there is enough evidence to charge a person with that crime; and determining whether to accuse public officials of impropriety; and

WHEREAS, every county in California has a grand jury made up of citizens, appointed by the county's Superior Court, who dedicate their time for a full year to grand jury service, and

WHEREAS, thanks to their commitment and hard work, grand jurors help ensure that local governments, such as counties, cities, special districts, and school districts, are operating legally and efficiently;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby proclaims February 2017 as Grand Jury Awareness Month in Plumas County, recognizing the contributions of the Plumas County Grand Jury and encouraging citizens to apply for grand jury service by contacting the Plumas County Superior Court.

Chair, Board of Supervisors

February 21, 2017

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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

W. Robert Brunson, LMFT, Director



Date: February 8, 2017

To: The Honorable Board of Supervisors

From: W. Robert Brunson, Director *SS Jr BB*

SUBJECT: Agenda Item for February 21, 2017, Board Meeting

RE: Approval to sign MOU with Criminal Justice Services

Recommendation: It is respectfully requested that the Board of Supervisors give authority for the Behavioral Health Director to sign an MOU between Behavioral Health and Criminal Justice Services (formerly Alternative Sentencing) under the District Attorney's Office.

Background Information: Plumas County Alcohol and Other Drug Services (AOD) has had a Memorandum of Understanding with the Alternative Sentencing Program (now called Criminal Justice Services) for the past four years. The purpose of the MOU is to provide funding for Drug Court-related trainings, supplies and direct services (case management, screening, and assessments). With the realignment of drug court funds to the counties in 2011, Plumas County has received Drug Court funding in the amount of \$160,000 annually from the State. The funds are used to support individual and group counseling by AOD in the jail and Drug Court programs, and build capacity of the Day Reporting Center and Alternative Sentencing program. Behavioral Health's AOD program will transfer \$90,000 per year to the Alternative Sentencing Program/Criminal Justice Services in quarterly installments based on expenses incurred and appropriate documentation provided by the fiscal officer in the District Attorney's Office.

The MOU was approved as to form by County Counsel. No general funds are involved in this MOU.

Thank you.

**MEMORANDUM OF UNDERSTANDING
BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
AND PLUMAS COUNTY CRIMINAL JUSTICE SERVICES**

This Memorandum of Understanding is effective July 1, 2016, by and between Plumas County Behavioral Health Services, hereinafter referred to as "BH", and Plumas County Criminal Justice Services, hereinafter referred to as "CJS".

I. Purpose of the Agreement:

The purpose of the agreement is for AODS to provide up to \$90,000 in funding to enhance existing services provided by CJS formerly known as the Alternative Sentencing Program.

II. Vision and Mission

The parties to this interagency agreement share the common vision of a healthy and safe environment for Plumas County community members. The mission is to provide assistance to individuals with alcohol, drug and other substance use disorders or co-occurring disorders.

III. Each of the Parties Agrees to:

- A. Collaborate and share information in team meetings as appropriate and ethical while in compliance with each organization's protocols, regulations and laws to discuss program operations and assess client's status.
- B. Schedule a two-way meeting when court reporting forms and documents need to be considered for revision.
- C. Coordinate and cooperate to conduct activities to achieve the vision and mission in Section II.

IV. Term of Agreement:

The term of this Agreement shall be from the date of full execution to June 30, 2017

V. Financial Provisions:

Maximum allocated costs for program capacity building as follows:

\$1,000	Client Hygiene Products
\$10,000	Day Reporting Center Supplies/Utilities
\$10,000	CJS Employee Trainings (Drug Court, Prop 36, Specialty Court, and Ethics, Confidentiality and Cultural Competency, Trafficking Victims Protection Act 2000)
\$60,000	Direct Services (case management, screening and assessments)
10%	Indirect Costs (overhead and/or administrative support)

VI. Invoicing and Payment:

A. Invoices Shall:

- Be submitted by CJS to BH quarterly
- Identify the expenses as outlined in Section V.
- Include backup documentation (invoices, itemized receipts) to support the expense.
- Bear the signature of authorized personnel.

B. For services satisfactorily rendered, provisions appropriately purchased, and upon receipt and approval of the invoices, BH agrees to compensate CJS:

- Up to \$90,000.
- Funds will be transferred via Journal Entry

VII. Signatures to the Agreement:

Upon signing this agreement, an original copy of the agreement and the signatures shall be provided to each signatory to the agreement.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES:

W. Robert Brunson, LMFT, Director

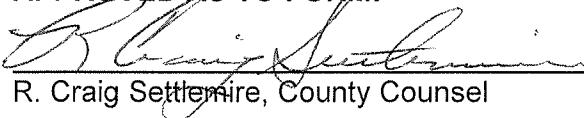
Date

PLUMAS COUNTY CRIMINAL JUSTICE SERVICES:

David Hollister, District Attorney

Date

APPROVED AS TO FORM:



R. Craig Settemire, County Counsel

2/3/2017

Date

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



CONSENT AGENDA REQUEST

For the February 21, 2017 meeting of the Plumas County Board of Supervisors

February 7, 2017

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works 
Subject: Authorization for the Public Works/Road Department to fill the vacancy of
One (1) FTE PW Lead Maintenance Worker position in the LaPorte
Maintenance District

Robert A. Penman

Background:

One (1) FTE PW Lead Maintenance Worker has resigned from the LaPorte Maintenance District, effective February 18, 2017.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY16/17 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Lead Maintenance Worker in the LaPorte Maintenance District.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Lead Maintenance Worker Position LaPorte

- Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges. Lead Workers help direct the workforce
- Why is it critical that this position be filled at this time?
Lead Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.
- How long has the position been vacant?
Position became vacant effective February 18, 2017.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 16/17 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

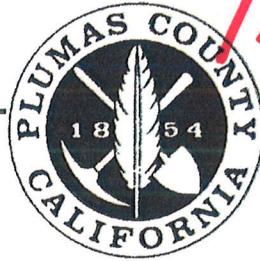
13/14 \$0

14/15 (\$3,070,755)

15/16 (\$1,000,000)

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**



1F2

CONSENT AGENDA REQUEST

for the February 21, 2017 Meeting of the Plumas County Board of Supervisors

Date: February 14, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize execution of Amendment No. 2 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount \$55,817.00 for the preparation of a Geotechnical Report and Type Selection Report for the Blairsden-Graeagle Road Bridge Replacement Project.

Background:

The Department of public Works is presently administering the Blairsden-Graeagle Road Bridge Replacement Project on County Road 521 over the Middle Fork of the Feather River. Environmental documentation has been substantially completed by North State Resource, Inc. and Quincy Engineering has completed the preliminary structural engineering. The proposed bridge is anticipated to be two spans and carry one lane of traffic in each direction. The bridge replacement is programmed due to the structure's age and the many fracture critical components that are susceptible to fatigue and failure. The disposition of the existing structure will be a future determination of the Board of Supervisors.

The next project milestone is the preparation of a Geotechnical Report and Type Selection Report. The Geotechnical Report will define geologic conditions at the construction site. The Type Selection Report provides recommendations as to the type of bridge structure to be built based on the findings of previous reports and analyses.

Dokken Engineering, Inc. is presently under (on-call) contract with the County. Dokken Engineering Inc. possesses the expertise, either directly or through one of its subconsultants, to prepare a Geotechnical Report and Type Selection Report.

The Department of Public Works is recommending Dokken Engineering, Inc. to prepare the Geotechnical Report and Type Section Report for the Blairsden-Graeagle Road Bridge Replacement Project.

The project is currently funded under the Federal Highway Bridge Program and is in the Department's FY 16/17 construction projects' budget under Work Order #545.

Proposed Amendment No. 2 has been approved as to form by County Counsel.

All other provision of the Professional Services Agreement will remain unchanged.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 2 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount of \$55,817.00 for the preparation of a Geotechnical Report and Type Selection Report for the Blairsden-Graeagle Road Bridge Replacement Project.

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects in
Plumas County, California**

The January 25, 2016 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and DOKKEN ENGINEERING INC. (“Consultant”), is hereby amended on February ___, 2017 as follows:

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

**TASK ORDER: Geotechnical Report and Type Selection Report for Blairsden-Graeagle at
Middle Fork Feather River Bridge (Work Order #545)**

Project Background

The County is proposing to replace the existing single-lane bridge along CR521 over the Middle Fork of the Feather River. The proposed bridge is anticipated to be two spans and carry one lane of traffic in each direction. The bridge replacement is programmed due to the structure’s age and the many fracture critical components that are susceptible to fatigue and failure.

Dokken Engineering will assist the Department in the completion of the Geotechnical Report and Type Selection Report for the Blairsden-Graeagle at Middle Fork Feather River Bridge (No. 9C-0134). The project is currently funded under the Federal Highway Bridge Program and is in the Department’s FY 16/17 construction projects’ budget under Work Order #545.

Scope of Work

Provide the necessary engineering services as outlined in Exhibit “A” for completion of the Geotechnical Report and Type Selection Report for Blairsden-Graeagle at Middle Fork Feather River Bridge (No. 9C-0134).

Compensation

Consultant shall be paid in accordance with the cost proposal set forth in Exhibit “B,” attached to the January 25, 2016 Professional Services Agreement first referenced above. Consultant’s compensation shall in no case exceed Fifty-Five Thousand, Eight Hundred and Seventeen Dollars and No Cents (\$55,817). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall commence services within five (10) working days of full execution of this Amendment No. 2. The Consultant shall complete the work in accordance with the January 25, 2016 Professional Services Agreement thereafter.

Other Contract Provisions

All other contract provisions set forth in the January 25, 2016 Professional Services Agreement first referenced above remain unchanged.

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

COUNTY OF PLUMAS

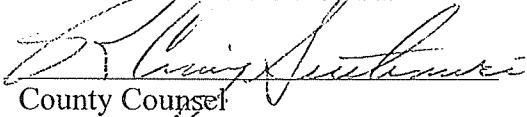
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



County Counsel

Date: 2/8/2017 _____

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

Chair, Plumas County Board of Supervisors

Date: _____

CONSULTANT
DOKKEN ENGINEERING, INC.

Signature
Richard Liptak, P.E.

Date: _____

68-0099664
Dokken Engineering Inc. Taxpayer ID Number

EXHIBIT A

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

GEOTECHNICAL AND TYPE SELECTION REPORT SERVICES FOR THE BLAIRSDEN-GRAEAGLE ROAD AT MIDDLE FORK FEATHER RIVER BRIDGE REPLACEMENT

The following scope of services will be performed by Dokken Engineering (Dokken) and subconsultant Geocon to provide geotechnical investigation, prepare a Geotechnical Investigation and Geotechnical Design/Foundation Report (GDFR), and prepare a Type Selection Report for the Blairsden-Graeagle Road at Middle Fork Feather River Bridge Replacement.

This scope of work assumes the following:

1. County will obtain the Environmental Health permit required for geotechnical borings.
2. No environmental documents or permits will be required by Dokken or Geocon to perform the geotechnical borings.
3. The County will provide CAD electronic files for the preparation of the Advanced Planning Study drawings, if needed.

EXISTING BRIDGE DESCRIPTION

The existing Blairsden-Graeagle Road Bridge was constructed in 1910, reconstructed in 1965, and consists of a single lane bridge with narrow shoulders located approximately 0.5 miles east of State Route 89. The bridge is approximately 265 feet long and 14 feet wide and consists of a 9-span steel structure on concrete-filled steel cylinder two-column bents (two) and steel H-pile three column bents (six). Abutments consist of steel H-piles supporting steel sheet piles (south) and concrete (north). All support locations have pile foundations. The existing structure is structurally deficient and functionally obsolete with a sufficiency rating of 15.7. We understand Plumas County is proposing to construct a new bridge to meet applicable federal and state bridge standards.

The proposed project will replace the existing bridge along a new alignment approximately 20 to 60 feet north (downstream) of the existing structure. The new bridge will likely be a 2- or 3-span structure with a total length of about 250 to 275 feet and total width of about 31 feet. The replacement structure will accommodate two travel lanes and shoulders. The bridge will likely be supported by deep foundations at all support locations.

SCOPE OF SERVICES

Project Management:

Dokken will provide management services during the project. No face-to-face meetings are anticipated. Phone conference calls will be conducted as needed.

TASK 1. Geotechnical Investigation and Geotechnical Design/Foundation Report

Geocon will explore and evaluate the subsurface conditions at the proposed bridge site and provide design-level geotechnical recommendations for the project. The investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and preparation of a Draft and Final combined Geotechnical Design/Foundation Report (GDFR). The following scope of services are proposed:

- Review available preliminary design plans to select exploratory boring locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to determine drill rig access.
- Coordinate with the Plumas County Department of Public Works to obtain necessary encroachment and environmental health permits (assumed no fee and bond requirements waived for this County project).
- Other required permits (State of California Department of Fish and Wildlife, etc.) and any required rights-of-entry will be secured by Plumas County and/or Dokken prior to field explorations.
- Mark out exploratory boring locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the site.
- Provide traffic control measures (temporary lane closure only) during field operations as needed in accordance with Plumas County encroachment permit requirements.
- Perform five (5) exploratory borings at the proposed bridge site using a truck- and/or track mounted drill rig equipped with mud-rotary and flight and/or hollow-stem auger drilling equipment as well as rock core drilling. Air rotary methods may be required to advance the boring through existing rocky alluvium materials. One boring each will be performed near the bridge abutment locations on either side of the Middle Fork Feather River, one boring on the west side of the river near the proposed pier location, and two borings will be performed at roadway approach locations on either side of the bridge. Planned boring depths will be approximately 40 to 60 feet for the three bridge borings and 5 to 10 feet for the roadway approach borings based on conditions encountered.
- Obtain representative disturbed and undisturbed soil samples using a driven Standard Penetration Test (SPT) sampler and California Modified sampler.
- Obtain rock core samples using rock coring drilling methods.
- Log the borings in accordance with Caltrans guidelines.
- Upon completion, backfill the borings with cement grout or in accordance with permit requirements. Borings in paved areas (if any) will be capped with cold-patch asphalt concrete or as required by the County encroachment permit.
- Excess soil cuttings will be spread on site; excess drill fluid will be containerized and transported offsite and disposed of at a licensed waste acceptance facility.

- Perform laboratory tests to evaluate pertinent geotechnical parameters of soil and rock materials.
- Analyze field and laboratory data and prepare a Draft and Final GDGR to include (but not be limited to) the following:
 - Scope of work summary, project description, field exploration program summary.
 - Site Plan showing locations of the exploratory borings.
 - Site geology and subsurface conditions.
 - Summary of laboratory testing program.
 - Geologic profiles and engineering parameters.
 - Seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
 - Geologic hazard evaluation (liquefaction, lateral spreading, etc.).
 - Corrosion evaluation.
 - Bridge foundation recommendations and associated design parameters.
 - Design recommendations for wingwall/retaining walls (if any), including recommended foundation type(s), allowable bearing capacity, estimated settlement, and slope stability.
 - Approach embankment material and earthwork recommendations.
 - Pavement structural section recommendations based on Traffic Indices provided by the design engineer.
 - Construction considerations.
 - Log of Test Boring (LOTB) sheets.

Geocon will submit draft GDGR's for design team review. Geocon will address any comments prior to finalizing the GDGR's. LOTBs will be provided in PDF format for inclusion on project plans.

Deliverable: *Draft and Final GDGR*
Log of Test Boring Sheets

TASK 2. Type Selection Report

Dokken will prepare Advanced Planning Studies for Bridge Type Selection based on the results of the geotechnical investigation and utilizing information previously prepared for the project. This information includes the replacement bridge road alignment and three Advanced Planning Study (APS) drawings.

Dokken will develop new bridge type alternatives or modify the existing APS drawings (three total) based on a review of project conditions and the geotechnical recommendations.

The preparation of geotechnical recommendations will require service and load factor design loads. Dokken will develop computer models of the APS bridge alternatives and provide the necessary load information to the geotechnical engineers.

A Type Selection Report will be prepared. The bridge structure type alternatives will be described, along with estimated construction cost for each alternative, and presented in a Bridge Type Selection Report Memo, developed in conformance with Caltrans Memo to Designers Manual. The bridge construction cost estimate will be based on planning study level quantities. The report will include:

- Project description
- Summary of alternatives studied and list advantages and disadvantages
- Item list and quantities

- Cost estimate for each alternative
- Summary of geotechnical conditions
- Recommendation of preferred alternative

After the County has provided comments on the Type Selection Report, Dokken will incorporate those comments into a Final Report.

*Deliverable: Advanced Planning Studies
Draft and Final Type Selection Report*

TASK 3. Obtain Caltrans Local Assistance Approval

After the County has approved the Type Selection Report the Type Selection Report will be submitted to Caltrans Local Assistance Engineer, currently Mr. Scott Straub. Dokken will obtain approval of the preferred alternative from Caltrans. If necessary, Dokken will meet with Mr. Straub to review the project.

Comments from Caltrans will be incorporated into the final APS drawing for the preferred alternative and submitted to Caltrans and the County.

*Deliverable: Caltrans Type Selection Approval
Final APS Drawing.*

Schedule

The County desires substantial progress be complete by March 31, 2017. This will include the completion of the field borings. A project schedule will be completed once the field borings are scheduled. The draft Type Selection Report will be delivered within four months of the field borings being performed.

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**



1/13

CONSENT AGENDA REQUEST

for the February 21, 2017 Meeting of the Plumas County Board of Supervisors

Date: February 14, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize Execution of a Professional Services Agreement in the amount of \$7,700.00, between the County of Plumas and Vestra Resources, Inc. for the preparation of a updated Storm Water Pollution Prevention Plans (SWPPPs) and related storm water monitoring reports for the County's Willow Creek and Rocky Point Pits

Background:

In mid-December 2016, after receipt of retirement notification from an employee, other Public Works staff discovered that an “Exceedance Response Action (ERA) Report” had not yet been filed with the Regional Water Quality Control Board. This report is required to be prepared and submitted by a Qualified Industrial Storm Water Practitioner (QISP). No one on the staff of Public Works currently meets the QISP qualifications. Vestra Resources, Inc. was able to immediately respond and resolve the matter before the December 31st deadline.

Because some of the work performed by Vestra Resources, Inc. has occurred prior to the execution of the subject Professional Services Agreement, a “retroactive” clause has been inserted in the subject contract.

The attached Professional Services Agreement has been approved as to form by County Counsel.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Professional Services Agreement between the County of Plumas and Vestra Resources, Inc. in the amount of \$7,700.00, for the preparation of a updated Storm Water Pollution Prevention Plans (SWPPPs) and related storm water monitoring reports for the County's Willow Creek and Rocky Point Pits.

Plumas County Contract No. _____

**PROFESSIONAL SERVICES AGREEMENT
FOR
UPDATE OF STORM WATER POLLUTION PREVENTION PLANS (SWPPP) AT THE
WILLOW CREEK PIT AND ROCKY POINT PIT OPERATIONS**

THIS AGREEMENT is made and entered into this 1st day of December, 2016 (“Effective Date”), by and between **COUNTY OF PLUMAS**, a political subdivision of the State of California (“County”), and **VESTRA RESOURCES, INC.**, a California corporation (“Consultant”).

W I T N E S S E T H:

- A. **WHEREAS**, The State has adopted new Industrial Discharge Permit Requirements that create new and significant permit requirements; and
- B. **WHEREAS**, The new Industrial Discharge Permit Requirements became effective on June of 2015; and
- C. **WHEREAS**, County proposes to have Consultant provide a field review and recommendations that will enable the Department of Public Works to comply with the storm water discharge standards as set forth by State of California in the new Industrial Discharge Permit; and
- D. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- E. **WHEREAS**, County and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- F. **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:

_____ County Initials

Contractor Initials _____

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. **Scope of Services.** Consultant shall provide the professional services described in the Scope of Work for the Public Works' Pits (Willow Creek and Rocky Point) facilities listed in Exhibit "A", incorporated herein by reference.

1.2. **Professional Practices.** All professional services to be provided by Consultant 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 consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. **Warranty.** Consultant 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 services required under this Agreement.

1.4. **Non-discrimination.** In performing this Agreement, Consultant 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.** Consultant acknowledges that County may enter into agreements with other consultants 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. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. **Compensation.** Consultant shall be paid in accordance with the cost estimate set forth in Exhibit "B", incorporated herein by reference. Consultant's compensation shall in no case exceed Seven Thousand, Seven Hundred Dollars and No Cents (\$7,700.00) until the termination date written in Section 4.1 of this Agreement.

____ County Initials

Contractor Initials _____

2.2 Contingency of Funding. Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless the County or the Project Manager for this Project, prior to Consultant 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. Consultant 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 Consultant's services which have been completed to County's sole satisfaction. County shall pay Consultant'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 Consultant'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 three (3) 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. Said services shall be completed by April 1, 2017. The Project Schedules may be amended by mutual agreement of the parties. 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. Due to the urgency of the January 1 deadline imposed for compliance with Task. This Agreement shall commence, retroactively, on December 1, 2016 and continue for a period of time, ending on April 1, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

_____ County Initials

Contractor Initials _____

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 Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

VESTRA may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, VESTRA shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless VESTRA is responsible for early termination, Client agrees to release VESTRA from all liability for services performed.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant 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.

_____ County Initials

Contractor Initials _____

- (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..

_____ County Initials

Contractor Initials _____

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

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. 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.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

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.

_____ County Initials

Contractor Initials _____

6.2. Representatives. The Director of Public Works 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.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant 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 Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant 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, unless the recipient party has, by written notice to the other, provided alternate contact information. 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 CONSULTANT:

Wendy Johnston, P.E., Vice President
Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA 95002
Tel: (530) 223-2585
Fax: (530) 223-1145

IF TO COUNTY:

Robert A. Perreault, Jr., P.E., Director
Department of Public Works, Plumas County
1834 East Main Street
Quincy, CA 95971
Tel: (530) 283-6268
Fax: (530) 283-6323

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.

6.5. Drug Free Workplace. Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant'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.

_____ County Initials

Contractor Initials _____

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. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant'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 Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant 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. Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant 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 Consultant 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

_____ County Initials

Contractor Initials _____

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.

6.12. 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 Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant 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 related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Consultant 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 Consultant, 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 Consultant 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.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, 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 Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant 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.

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

____ County Initials

Contractor Initials _____

6.16. 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 Scope of Work 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.

6.17. 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.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Consultant 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.

6.19. 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.

6.20. 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.

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

6.22. 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.

6.23. 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.

_____ County Initials

Contractor Initials _____

6.24. **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.

6.25. **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.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

_____ County Initials

Contractor Initials _____

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.

FOR VESTRA RESOURCES, INC.

Wendy Johnston, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____

Taxpayer ID Number: 68-0150306

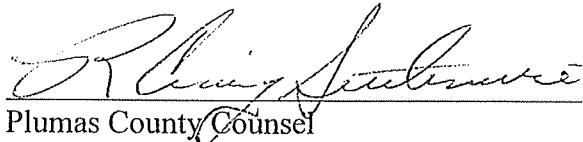
FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

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

Date: _____

APPROVED AS TO FORM:



Plumas County Counsel

Date: 2/8/2017

CONCURRENCE:

Lori Simpson
Chair, Board of Supervisors

Date: _____

County Initials

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Exhibit "A"

SCOPE OF WORK

**WILLOW CREEK PIT AND ROCKY POINT PIT STORMWATER COMPLIANCE
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

SCOPE OF WORK

Task 1 Site Visit for Level 1 Exceedance Response Action (ERA) Evaluation

The Willow Creek facility has entered into Level 1 status for the 2016-2017 reporting year for TSS. Section XII.C.1-2 of the General Permit for Industrial Stormwater Discharges (IGP) requires the completion of a Level 1 ERA Evaluation by a Qualified Industrial Stormwater Practitioner (QISP). The Level 1 ERA Evaluation includes completion of a site visit to determine industrial pollutant sources at the facility that may be related to Numeric Action Level (NAL) exceedances, and evaluation of additional site Best Management Practices (BMPs) necessary to eliminate future exceedances. This site visit will be coordinated with the site visit for training of sampling staff.

Task 2 Level 1 Exceedance Response Action (ERA) Report

Upon completion of the Level 1 ERA Evaluation detailed in Task 1, Section XII.C.1-2 of the IGP requires a Level 1 ERA Report be prepared by a QISP by January 1, 2017. This includes:

- A description of industrial pollutant sources at the facility that may be related to NAL exceedances;
- Identification of corresponding BMPs in the Stormwater Pollution Prevention Plan (SWPPP) and any additional BMPs and SWPPP revisions necessary to prevent further NAL exceedances.

The Level 1 ERA Evaluation and Report will be completed by Olivia Fisher (QISP-ToR No. 032) and/or Wendy Johnston (QISP-ToR No. 054) prior to January 1, 2017.

Task 3 Stormwater Pollution Prevention Plan (SWPPP) Update

This task includes updating the SWPPPs and site maps for both sites in accordance with the requirements set forth in Section X of the new IGP prior to April 1, 2017. The two current SWPPPs were prepared under the 1997 General Order and do not fully meet the requirements of the 2014 IGP. As much information as possible will be used from the current SWPPPs in the SWPPP updates. Revised site maps will be prepared. Site maps will include items required by the IGP (Order No. 2014-0057-DWQ). This includes the following items:

- Facility boundary
- Stormwater drainage areas and flow direction
- Impacts from surrounding areas
- Locations of nearby water bodies
- On-facility surface water bodies

- Areas of soil erosion
- Locations of stormwater collection and conveyance systems and flow direction
- Discharge and sample locations
- Locations of structural control measures
- Identification of impervious areas
- Material storage locations
- Shipping and receiving areas
- Equipment storage and maintenance
- Waste treatment and disposal areas
- Dust- or particulate-generating areas
- Other areas of industrial activity

Task 4 General Stormwater Support (TBD)

Task 5 Project Management

Project management is estimated at 10 percent of total cost and includes day-to-day activities associated with the project.

Exhibit "B"
COST ESTIMATE
WILLOW CREEK PIT AND ROCKY POINT PIT STORMWATER COMPLIANCE
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

The estimated costs to complete the work in Exhibit "A" are summarized in Table 1. Work will be performed on a time-and-materials basis at the rates shown in Exhibit "C."

Table 1 ESTIMATED COSTS		
Task No.	Description	Estimated Cost
1	Site Visit for Level 1 ERA Evaluation	\$1,200
2	Level 1 ERA Report	\$1,800
3	SWPPP Update (two documents @ \$2,000 ea)	\$4,000
4	General Stormwater Support	TBD
5	Project Management	\$700
Total Estimated Cost		\$7,700

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work requested and performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2016 Rate Schedule (Exhibit "C"). Agency fees are not included. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

Exhibit "C"
2016 VESTRA RATE SCHEDULE



Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00-\$102.00
Associate Hydrologist	\$85.00-\$100.00
Environmental Scientist	\$75.00-\$110.00
Senior Regulatory Compliance Specialist	\$100-\$110.00
Professional Geologist	\$120.00-\$150.00
Professional Hydrologist	\$120.00-\$150
Project Manager	\$100-\$150.00
Senior Project Manager	\$165.00-\$190.00
Principal Consultant	\$165.00-\$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00-\$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Staff Engineer	\$90.00
Associate Engineer	\$100.00
Professional Land Surveyor	\$110.00 - \$115.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
Equipment Classifications	Rate
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00-\$50.00
Admin Supervisor I/ Document Production Supervisor	\$80.00

Materials and Travel Expenses: Billed as direct reimbursement plus 15%.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt. 1 ¾% per month (21% per annum) finance charge will be added to any balance 30 days past due.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

Phone: (530) 283-6307 FAX: (530) 283-6045

W. Robert Brunson Director



Date: February 6, 2017

To: The Honorable Board of Supervisors

From: W. Robert Brunson, Director *WRB*

Subject: Agenda for the February 14, 2017 Board Meeting

Re: Salary Increase for Behavioral Health Supervising Site Coordinator

Recommendation: It is respectfully requested that the Board of Supervisors approve the salary increase to Step C for the Behavioral Health Supervising Site Coordinator.

Background Information: On January 17, 2017, Ms. Elizabeth Brunton was hired as our Supervising Site Coordinator. Ms. Brunton's extensive experience in community development and facilitation of many programs made her the ideal candidate for this position.

Ms. Brunton's experience will be of significant help establishing our new Wellness Centers in each community in Plumas County. As she lived in the Sacramento, CA area, and to assure that she would be interested in this position, an offer was made of \$ 24.00 per hour which falls into the *C* step category. We respectfully request to approve the move to *C* step salary retroactive to her hiring date of January 17, 2017.

Attached you will find the penny grid showing the steps associated with the salary requested. Additionally, attached is the Job Description and resume of Ms. Brunton.

Thank you.

PENNY SALARY GRID

RANGE	A	B	C	D	E	L1	L2	L3	L4	L5
2220	Y 46,176	48,485	50,918	53,477	56,160	58,968	61,922	65,021	68,286	71,718
	M 3,848.00	4,040.40	4,243.20	4,456.40	4,680.00	4,914.00	5,160.13	5,418.40	5,690.53	5,976.53
	B 1,776.00	1,864.80	1,958.40	2,056.80	2,160.00	2,268.00	2,381.60	2,500.80	2,626.40	2,758.40
	H 22.20	23.31	24.48	25.71	27.00	28.35	29.77	31.26	32.83	34.48
2221	Y 46,197	48,526	50,960	53,518	56,202	59,030	61,984	65,083	68,349	71,781
	M 3,849.73	4,043.87	4,246.67	4,459.87	4,683.47	4,919.20	5,165.33	5,423.60	5,695.73	5,981.73
	B 1,776.80	1,866.40	1,960.00	2,058.40	2,161.60	2,270.40	2,384.00	2,503.20	2,628.80	2,760.80
	H 22.21	23.33	24.50	25.73	27.02	28.38	29.80	31.29	32.86	34.51
2222	Y 46,218	48,547	50,981	53,539	56,222	59,051	62,005	65,125	68,390	71,822
	M 3,851.47	4,045.60	4,248.40	4,461.60	4,685.20	4,920.93	5,167.07	5,427.07	5,699.20	5,985.20
	B 1,777.60	1,867.20	1,960.80	2,059.20	2,162.40	2,271.20	2,384.80	2,504.80	2,630.40	2,762.40
	H 22.22	23.34	24.51	25.74	27.03	28.39	29.81	31.31	32.88	34.53
2223	Y 46,238	48,568	51,002	53,560	56,243	59,072	62,026	65,146	68,411	71,843
	M 3,853.20	4,047.33	4,250.13	4,463.33	4,686.93	4,922.67	5,168.80	5,428.80	5,700.93	5,986.93
	B 1,778.40	1,868.00	1,961.60	2,060.00	2,163.20	2,272.00	2,385.60	2,505.60	2,631.20	2,763.20
	H 22.23	23.35	24.52	25.75	27.04	28.40	29.82	31.32	32.89	34.54
2224	Y 46,259	48,589	51,022	53,581	56,264	59,093	62,067	65,187	68,453	71,885
	M 3,854.93	4,049.07	4,251.87	4,465.07	4,688.67	4,924.40	5,172.27	5,432.27	5,704.40	5,990.40
	B 1,779.20	1,868.80	1,962.40	2,060.80	2,164.00	2,272.80	2,387.20	2,507.20	2,632.80	2,764.80
	H 22.24	23.36	24.53	25.76	27.05	28.41	29.84	31.34	32.91	34.56
2225	Y 46,280	48,610	51,043	53,602	56,285	59,114	62,088	65,208	68,474	71,906
	M 3,856.67	4,050.80	4,253.60	4,466.80	4,690.40	4,926.13	5,174.00	5,434.00	5,706.13	5,992.13
	B 1,780.00	1,869.60	1,963.20	2,061.60	2,164.80	2,273.60	2,388.00	2,508.00	2,633.60	2,765.60
	H 22.25	23.37	24.54	25.77	27.06	28.42	29.85	31.35	32.92	34.57
2226	Y 46,301	48,630	51,064	53,622	56,306	59,134	62,109	65,229	68,494	71,926
	M 3,858.40	4,052.53	4,255.33	4,468.53	4,692.13	4,927.87	5,175.73	5,435.73	5,707.87	5,993.87
	B 1,780.80	1,870.40	1,964.00	2,062.40	2,165.60	2,274.40	2,388.80	2,508.80	2,634.40	2,766.40
	H 22.26	23.38	24.55	25.78	27.07	28.43	29.86	31.36	32.93	34.58
2227	Y 46,322	48,651	51,085	53,643	56,326	59,155	62,130	65,250	68,515	71,947
	M 3,860.13	4,054.27	4,257.07	4,470.27	4,693.87	4,929.60	5,177.47	5,437.47	5,709.60	5,995.60
	B 1,781.60	1,871.20	1,964.80	2,063.20	2,166.40	2,275.20	2,389.60	2,509.60	2,635.20	2,767.20
	H 22.27	23.39	24.56	25.79	27.08	28.44	29.87	31.37	32.94	34.59
2228	Y 46,342	48,672	51,106	53,664	56,347	59,176	62,150	65,270	68,536	71,968
	M 3,861.87	4,056.00	4,258.80	4,472.00	4,695.60	4,931.33	5,179.20	5,439.20	5,711.33	5,997.33
	B 1,782.40	1,872.00	1,965.60	2,064.00	2,167.20	2,276.00	2,390.40	2,510.40	2,636.00	2,768.00
	H 22.28	23.40	24.57	25.80	27.09	28.45	29.88	31.38	32.95	34.60
2229	Y 46,363	48,693	51,147	53,706	56,410	59,238	62,213	65,333	68,619	72,051
	M 3,863.60	4,057.73	4,262.27	4,475.47	4,700.80	4,936.53	5,184.40	5,444.40	5,718.27	6,004.27
	B 1,783.20	1,872.80	1,967.20	2,065.60	2,169.60	2,278.40	2,392.80	2,512.80	2,639.20	2,771.20
	H 22.29	23.41	24.59	25.82	27.12	28.48	29.91	31.41	32.99	34.64
2230	Y 46,384	48,714	51,168	53,726	56,430	59,259	62,234	65,354	68,640	72,072
	M 3,865.33	4,059.47	4,264.00	4,477.20	4,702.53	4,938.27	5,186.13	5,446.13	5,720.00	6,006.00
	B 1,784.00	1,873.60	1,968.00	2,066.40	2,170.40	2,279.20	2,393.60	2,513.60	2,640.00	2,772.00
	H 22.30	23.42	24.60	25.83	27.13	28.49	29.92	31.42	33.00	34.65
2231	Y 46,405	48,734	51,189	53,768	56,472	59,301	62,275	65,395	68,682	72,134
	M 3,867.07	4,061.20	4,265.73	4,480.67	4,706.00	4,941.73	5,189.60	5,449.60	5,723.47	6,011.20
	B 1,784.80	1,874.40	1,968.80	2,068.00	2,172.00	2,280.80	2,395.20	2,515.20	2,641.60	2,774.40
	H 22.31	23.43	24.61	25.85	27.15	28.51	29.94	31.44	33.02	34.68
2232	Y 46,426	48,755	51,210	53,789	56,493	59,322	62,296	65,416	68,702	72,155
	M 3,868.80	4,062.93	4,267.47	4,482.40	4,707.73	4,943.47	5,191.33	5,451.33	5,725.20	6,012.93
	B 1,785.60	1,875.20	1,969.60	2,068.80	2,172.80	2,281.60	2,396.00	2,516.00	2,642.40	2,775.20
	H 22.32	23.44	24.62	25.86	27.16	28.52	29.95	31.45	33.03	34.69
2233	Y 46,446	48,776	51,230	53,810	56,514	59,342	62,317	65,437	68,723	72,176
	M 3,870.53	4,064.67	4,269.20	4,484.13	4,709.47	4,945.20	5,193.07	5,453.07	5,726.93	6,014.67
	B 1,786.40	1,876.00	1,970.40	2,069.60	2,173.60	2,282.40	2,396.80	2,516.80	2,643.20	2,776.00
	H 22.33	23.45	24.63	25.87	27.17	28.53	29.96	31.46	33.04	34.70
2234	Y 46,467	48,797	51,251	53,830	56,534	59,363	62,338	65,458	68,744	72,197
	M 3,872.27	4,066.40	4,270.93	4,485.87	4,711.20	4,946.93	5,194.80	5,454.80	5,728.67	6,016.40
	B 1,787.20	1,876.80	1,971.20	2,070.40	2,174.40	2,283.20	2,397.60	2,517.60	2,644.00	2,776.80
	H 22.34	23.46	24.64	25.88	27.18	28.54	29.97	31.47	33.05	34.71

BEHAVIORAL HEALTH SUPERVISING SITE COORDINATOR

DEFINITION

Under general direction, to plan, organize, and supervise the four or five resource center and Behavioral Health Site Coordinators and administrative support functions; to perform a variety of the more difficult and complex office and administrative support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

The Behavioral Health Supervising Site Coordinator is a full supervisory classification for the planning, organization, and supervision of the many office's site coordinators in their role as administrative support and operations, assuring compliance with various state and federal laws and billing requirements in order to maximize the allowable revenues for the Department and to interact with outside vendors, agencies, and internal professional staff to accomplish that goal.

REPORTS TO

Behavioral Health Administrative Services Officer or Deputy Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Site Coordinator, Behavioral Health Administrative Assistant I/II and other specialized office support classifications.

EXAMPLES OF DUTIES:

- Recommends, develops, and assists with the implementation of office and administrative support goals and objectives.
- Plans, organizes, directs, and supervises the Behavioral Health Department's office and administrative support functions.
- Provides training and guidance for new employees.
- Assists staff in problem solving.
- Prepares performance evaluations on assigned staff.
- Establishes work schedules and methods for assigned staff.
- Assists with the hiring of new personnel.
- Responsible for purchasing and inventory of office supplies and equipment.
- Conducts staff meetings.
- Performs related duties as assigned.

BEHAVIORAL HEALTH SUPERVISING SITE COORDINATOR – 2

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; some variations in temperature and humidity; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, procedures, and equipment and business writing.
- Practices and terminology used in clerical, accounting, and in a medical setting.
- Basic interviewing techniques.
- Principles of supervision and training.
- Computerized patient information systems.
- Methods, practices, principles, theory, and terminology used in bookkeeping, financial books of account and statistical recordkeeping.

Ability to:

- Plan, organize, and direct the work of the Behavioral Health Site Coordinators, Department administrative/clerical staff.
- Interpret department rules and regulations for patients, staff and others.
- Train and evaluate staff.
- Read and interpret patient charts.
- Use standard medical office equipment including electronic health record system.
- Apply basic bookkeeping principles.
- Assist with budget development and expenditure control.
- Perform a variety of complex office and administrative support assignments with minimal guidance or supervision.
- Ability to analyze situations accurately and adopt effective courses of action in emergencies.
- Deal effectively and tactfully with the public, staff, and other community members.
- Ability to learn new laws, regulations, and procedures pertaining to mental health, substance use case records and reports.

BEHAVIORAL HEALTH SUPERVISING SITE COORDINATOR – 3

- Work cooperatively with other departments and outside agencies.

TRAINING AND EXPERIENCE

Bachelor's Degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with supervising the coordination of direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting is preferred,

OR

Four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting. Two (2) of these four years must have been in a supervisory capacity.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Supervising Site
Coordinator- Behavioral
Health

9-Feb-17

Range 2228		FY 16/17 (6 MOS)		FY 17/18		FY 18/19		FY 19/20		FY 20/21	
		Step A		Step B		Step C		Step D		Step E	
1.00 FTE											
Job Title - Behavioral Health		\$ 46,342.00	\$ 48,672.00	\$ 51,106.00	\$ 53,664.00	\$ 56,347.00					
Retirement		\$ 8,961.62	\$ 9,412.19	\$ 9,882.88	\$ 10,377.54	\$ 10,896.38	\$ 10,896.38				
FICA/Medicare		\$ 3,545.16	\$ 3,723.41	\$ 3,909.61	\$ 4,105.30	\$ 4,310.55					
Employer's Share CALCULATE*		\$ 3,037.00	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40			
Total		\$ 61,885.78	\$ 67,882.00	\$ 70,972.89	\$ 74,221.24	\$ 77,628.33					
Annual Increases of 5%											
5 Year Projected Increases											

5 Year Projected Cumulative Budget \$ 352,590.23

*Employer's share of health insurance depends on the selected provider - ask HR for the annual contribution by County

Supervising Site
Coordinator- Behavioral
Health

9-Feb-17

Range 2228		FY 16/17 (6 MOS)		FY 17/18		FY 18/19		FY 19/20		FY 20/21	
		Step A		Step B		Step C		Step D		Step E	
1.00 FTE											
Job Title - Behavioral Health		\$ 48,672.00	\$ 51,106.00	\$ 53,664.00	\$ 56,347.00	\$ 56,347.00					
Retirement		\$ 9,412.19	\$ 9,882.88	\$ 10,377.54	\$ 10,896.38	\$ 10,896.38					
FICA/Medicare		\$ 3,723.41	\$ 3,909.61	\$ 4,105.30	\$ 4,310.55	\$ 4,310.55					
Employer's Share CALCULATE*		\$ 3,037.00	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40			
Total		\$ 64,804.60	\$ 70,972.89	\$ 74,221.24	\$ 77,628.33	\$ 77,628.33					
Annual Increases of 5%											
5 Year Projected Increases											

5 Year Projected Cumulative Budget \$ 365,295.38

*Employer's share of health insurance depends on the selected provider - ask HR for the annual contribution by County

Supervising Site
Coordinator- Behavioral
Health

9-Feb-17

Range 2228		FY 16/17 (6 MOS)		FY 17/18		FY 18/19		FY 19/20		FY 20/21	
		Step A		Step B		Step C		Step D		Step E	
1.00 FTE											
Job Title - Behavioral Health		\$ 51,106.00	\$ 53,664.00	\$ 56,347.00	\$ 56,347.00	\$ 56,347.00					
Retirement		\$ 9,882.88	\$ 10,377.54	\$ 10,896.38	\$ 10,896.38	\$ 10,896.38					
FICA/Medicare		\$ 3,909.61	\$ 4,105.30	\$ 4,310.55	\$ 4,310.55	\$ 4,310.55					
Employer's Share CALCULATE*		\$ 3,037.00	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40	\$ 6,074.40			
Total		\$ 67,935.49	\$ 74,221.24	\$ 77,628.33	\$ 77,628.33	\$ 77,628.33					
Annual Increases of 5%											
5 Year Projected Increases											

5 Year Projected Cumulative Budget \$ 375,041.71

*Employer's share of health insurance depends on the selected provider - ask HR for the annual contribution by County



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART
DIRECTOR

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

DATE: FEBRUARY 8, 2017
TO: HONORABLE BOARD OF SUPERVISORS
FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 21, 2017
RE: SOCIAL SERVICES TRENDS REPORT

It is Recommended that the Board of Supervisors

Receive and file the Social Services Trends report.

Background and Discussion

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through December 31, 2016.

Copies: PCDSS Management Staff
Members of the Human Services Cabinet

Enclosure

SOCIAL SERVICES TRENDS

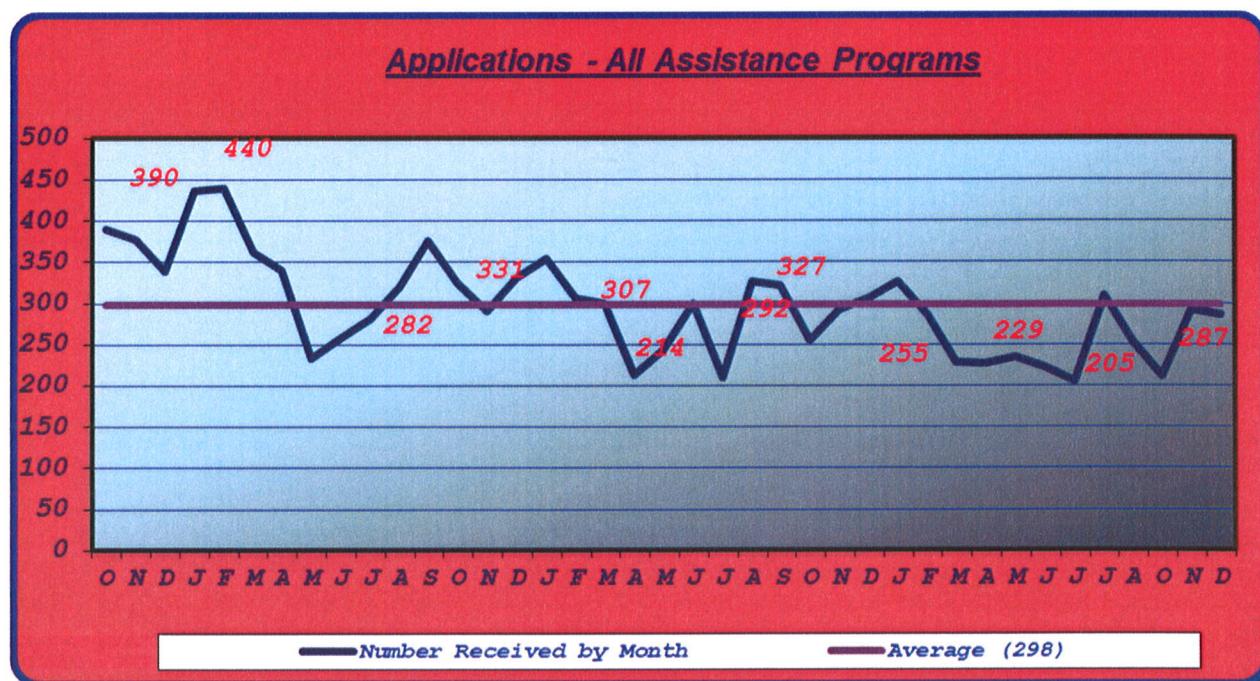
Quarter Ending: December 31, 2016

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended December 31, 2016. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at www.countyofplumas.com.

I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION

A. APPLICATIONS RECEIVED

Application counts for all public assistance programs have continued on a downward trend. For the first time in nearly four years, the average number of applications for assistance received by the Department has dropped below 300 per month. Slow improvements in our local economy continue to reduce the need for economic assistance. Applications for medical assistance (under the statewide Medi-Cal program) continue to represent 50% or more of the total applications filed with the Department.



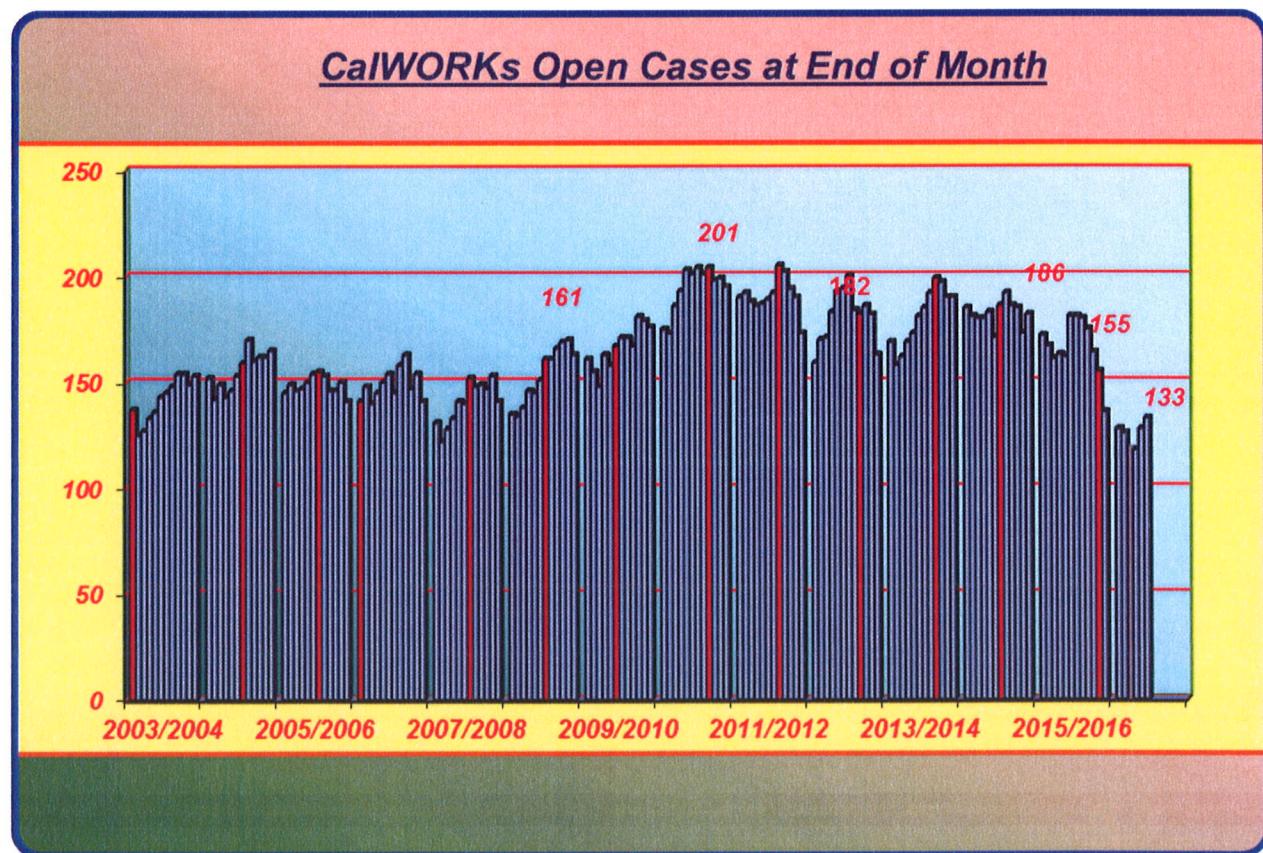
B. CONTINUING CASES

(1). Cash Assistance (AFDC/CalWORKs)

The Department's pre-recession case count for cash assistance was in the range of 150 CalWORKs cases per month. From January 2008 through January 2014 case counts ranged in the area of 180 to 200 per month. Since the high count of 202 cases recorded in February of 2012, the case count has generally dropped with only brief periods of increase, most notably during the winter months. It is normal to see growth in the winter months, so the increase to 133 cases in December is not unexpected. However the continued overall downward trend since mid-2011 is highly encouraging and leads the Department to maintain that our local economy is improving.

Average Monthly Caseload

2014/2015	182
2015/2016	166
2016/2017	125



(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance

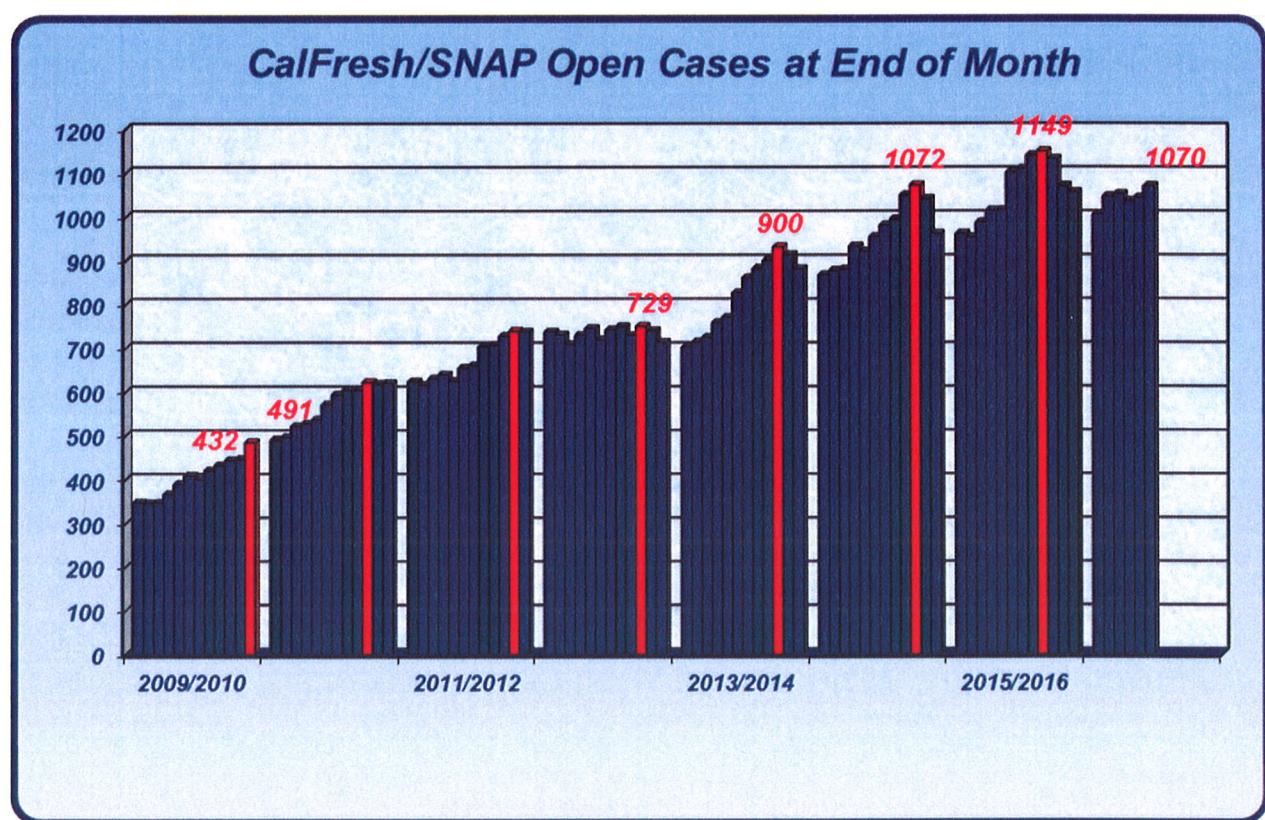
A. Case Count

The Department expects growth in the case count for CalFresh during the winter months due to changes in seasonal employment. Although there could continue to be some growth in the count during the January-March quarter, the Department is encouraged that the count has remained below the March high count in 2016 of 1149 cases. Many working people qualify for CalFresh, in particular those whose income is at or below 200% of poverty. So despite improvements in the economy, we expect to see case counts stay high.

The Department continues to see an increase in customers who are over 55 and an increase in disabled persons who are eligible for assistance.

Average Monthly Caseload

2014/2015	961
2015/2016	1057
2016/2017	1042



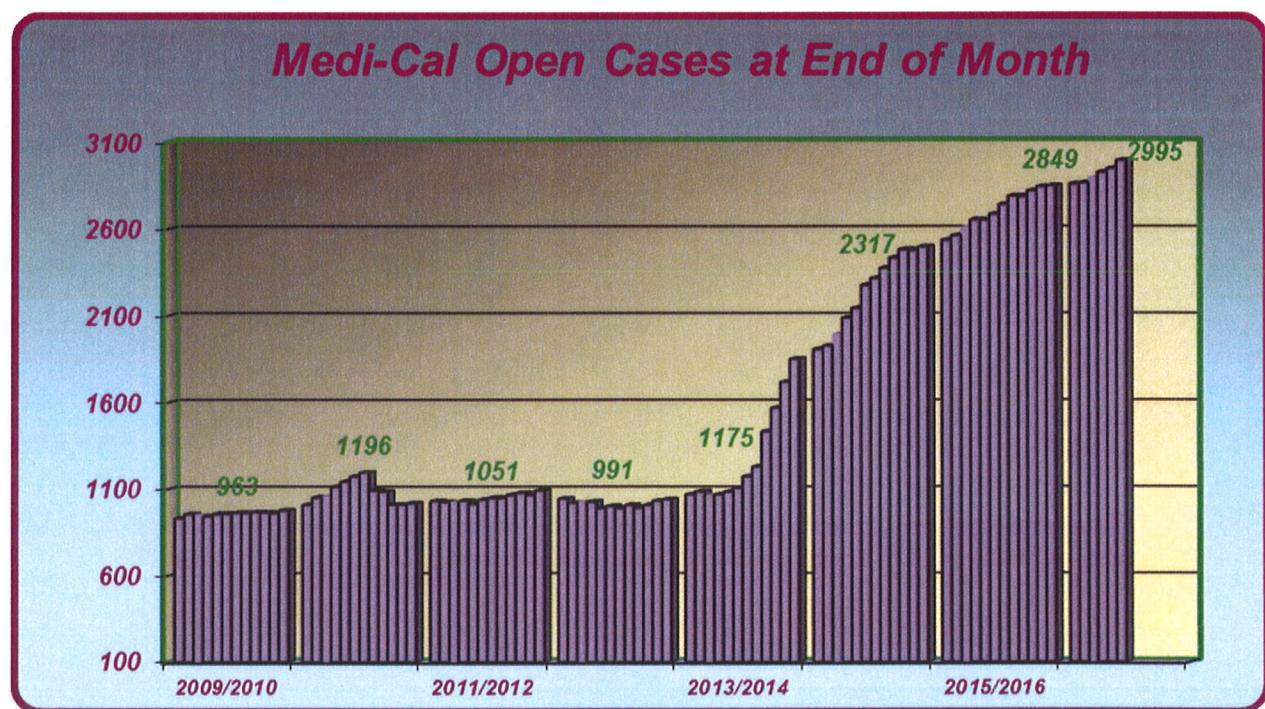
(3). Medi-Cal

As has been reported previously, the growth trend in Medi-Cal open cases isn't as pronounced as it has been in the past. The Department continues to believe that those individuals who are eligible for coverage under California's expanded Medi-Cal program have enrolled. The Social Services Department's role in this program is administrative. We certify eligibility for the program. The Department does not pay for services that eligible recipients receive from a health care provider. These payments are made by the state.

Typically, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into hourly earnings of \$7.85 per hour or less; or about \$1,354 per month. For a family of three, annual income at 138% of poverty is \$27,730 or less.

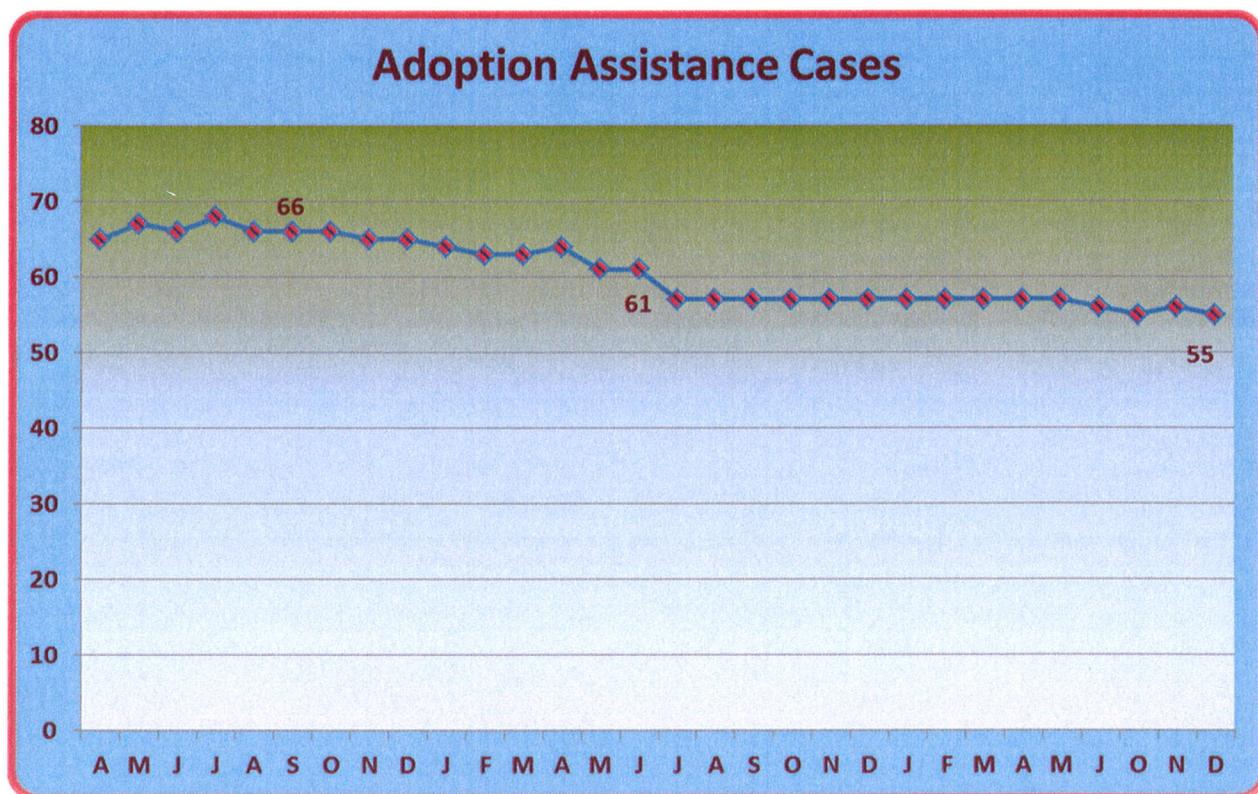
Average Monthly Caseload

2014/2015	2245
2015/2016	2711
2016/2017	2916



(4). Aid to Adoptions

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped from a high count of 70 in January of 2013 to 56 children currently receiving assistance. Most of this decline is the result of children who have aged out of the system.

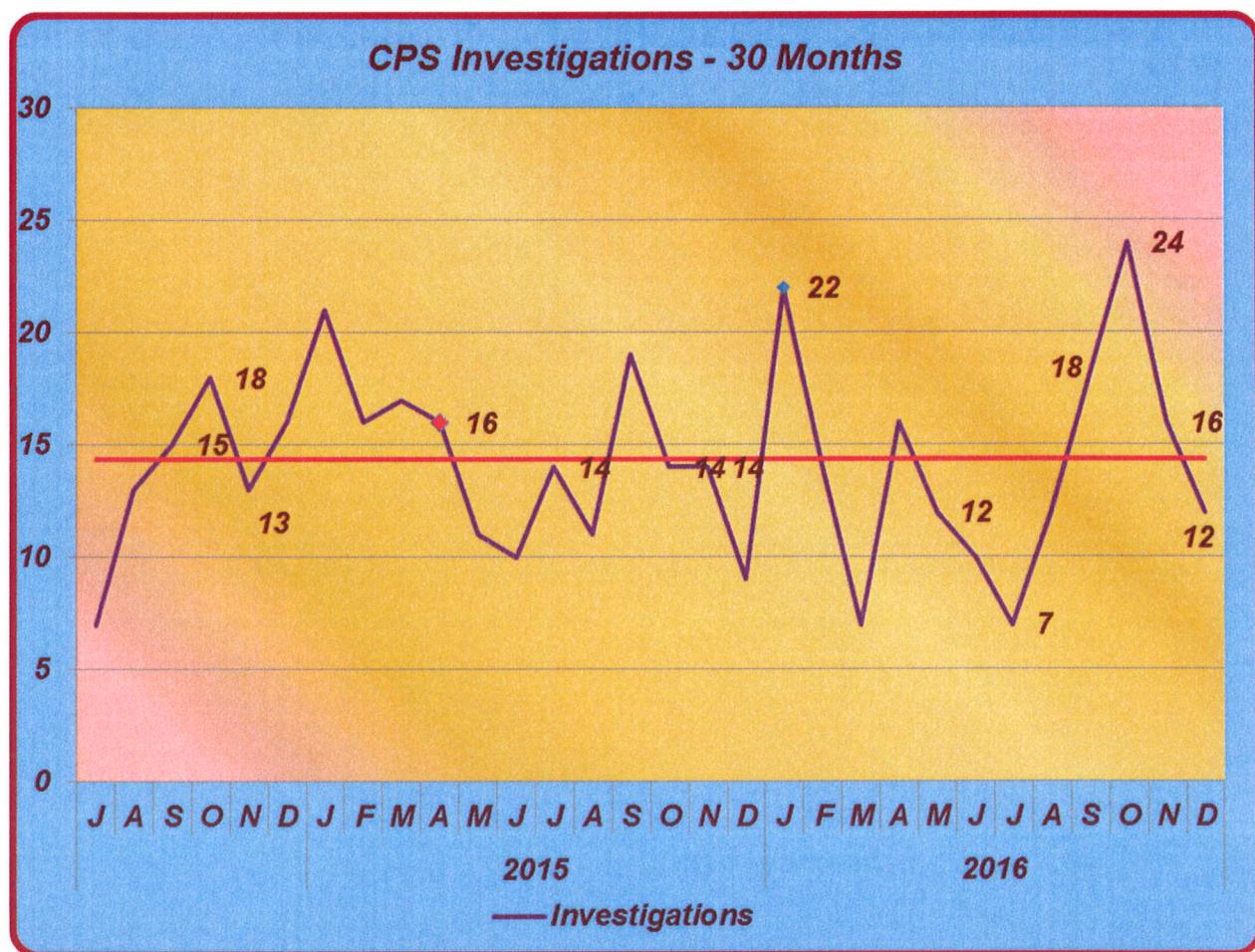


II. SOCIAL SERVICES DIVISION

A. Child Welfare Services

The Emergency Response component of Child Protective Services currently averages about 14 child abuse investigations per month. In September, October and November the number of referrals reached counts that are above average. This is most likely associated with children returning to school and being referred to CPS due to suspected abuse that is noted by school personnel.

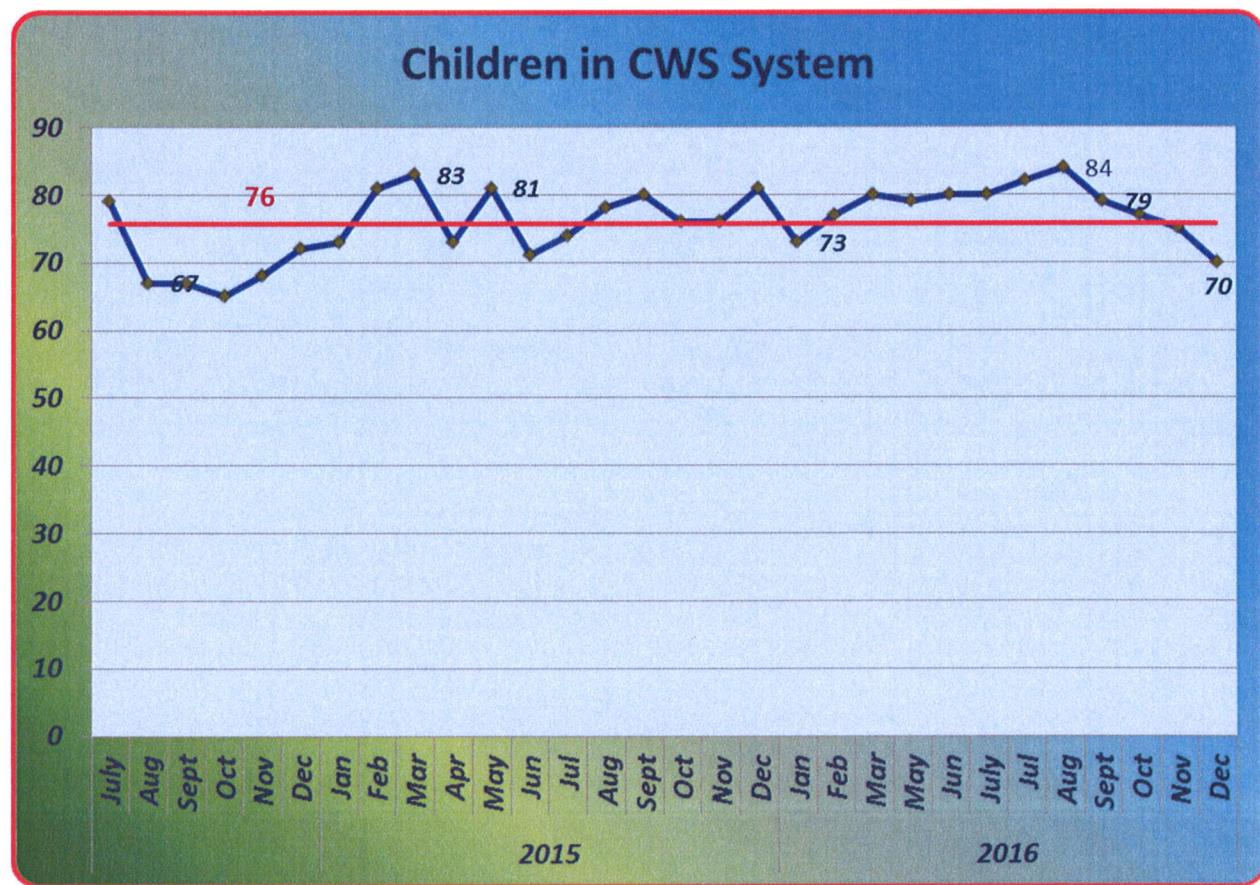
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse and the resultant failure to fulfill a parenting role is the foremost reason that children are removed from unsafe environments.



B. Children in the Child Welfare Services System

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 6 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children. We would prefer to see the count drop below 70 per month. The Department is getting close.

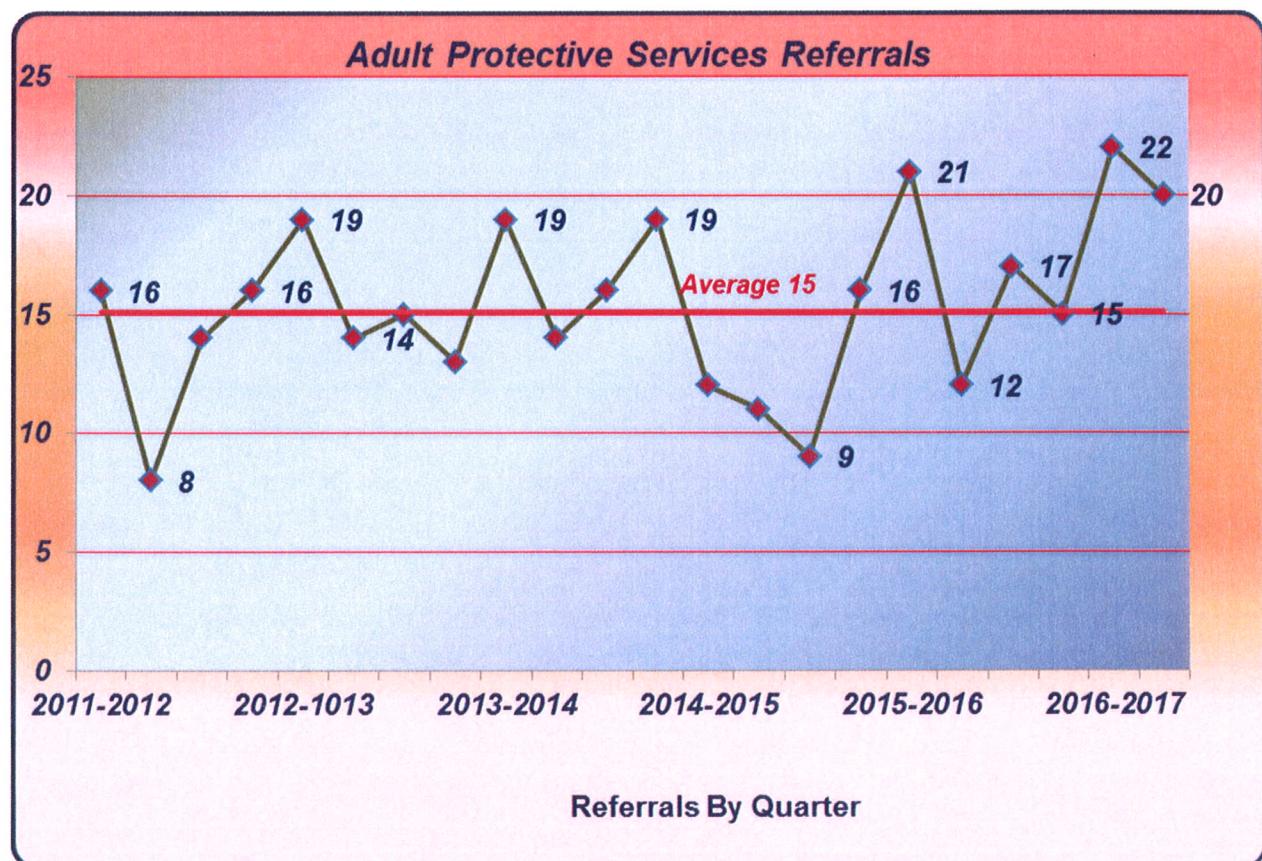
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



C. Adult Protective Services

Generally the Department receives about 15 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the three month period that concluded in December 2016, the Department received 20 requests for investigation, so more recently we've been a bit higher than our average.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the referent still has a right to self-determination.



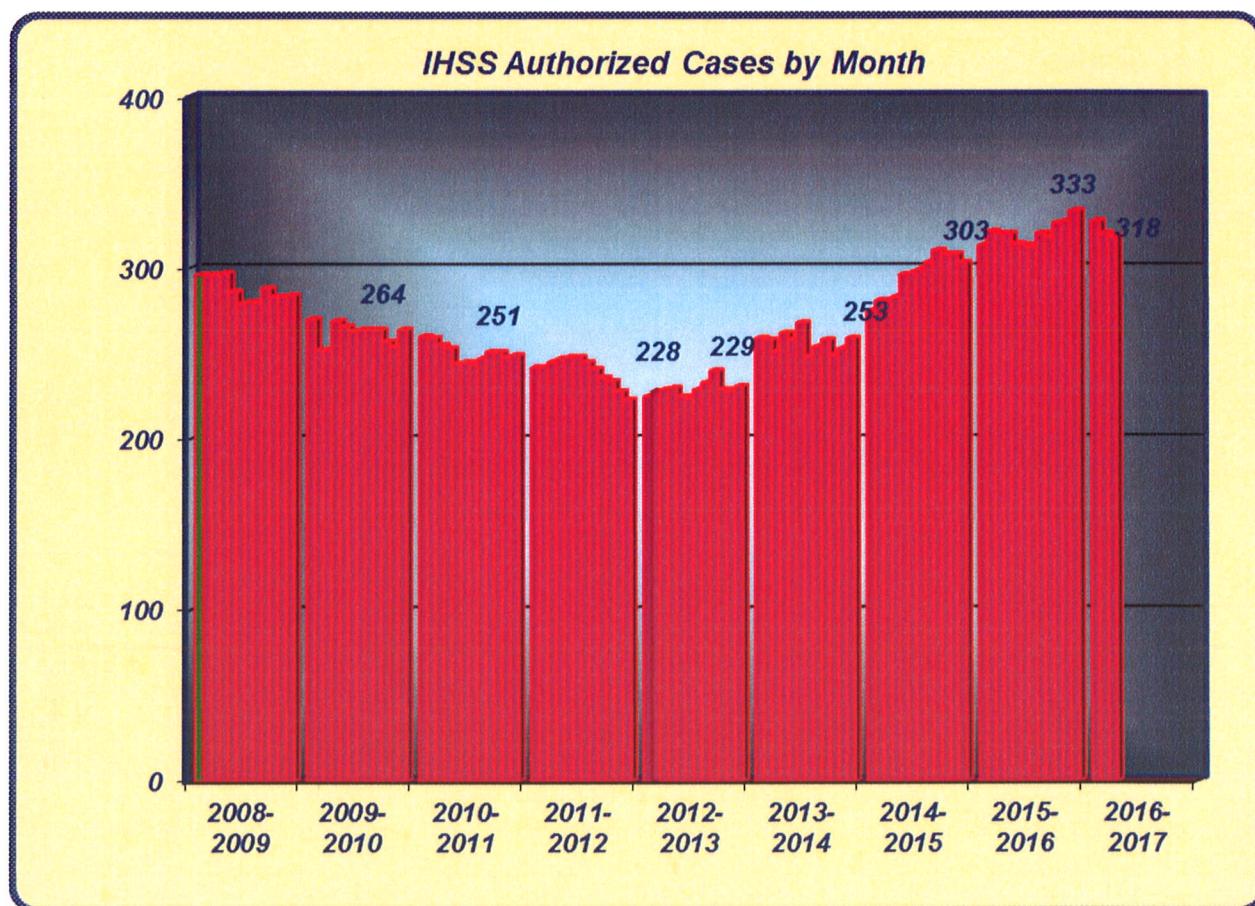
D. In-Home Supportive Services (IHSS)

In-Home Supportive Services case counts have grown some but for the past 18 months have held steady at an average of 320 per month. There have been many changes that have taken place with the IHSS program that have driven costs upward. State law has raised the minimum wage. State law also provides three paid sick days and Federal law provides overtime pay for IHSS providers. These changes in law generate new costs to the program which, under the Governor's proposal, would require Counties to bear 35% of the cost.

These costs are paid for out of 1991 Realignment dollars. Current estimates are that 1991 Realignment won't be sufficient to cover these increases by the year 2023. For some counties that could be sooner. Because IHSS is an entitlement, if and when Realignment is no longer sufficient, County General Fund dollars will pick up the difference.

Average Monthly Case Count

2014/2015	295
2015/2016	320
2016/2017	320



III. PUBLIC GUARDIAN

The Office of the Public Guardian reports its workload as follows: The office is currently servicing 6 L.P.S. Conservatorship cases, 2 Probate Conservatorship cases and serves as the Representative Payee for 17 recipients.

PLUMAS COUNTY LIBRARY

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

lynnsheehy@countyofplumas.com • www.plumaslibrary.org



*Lynn Sheehy
County Librarian*

DATE: February 8, 2017

TO: Honorable Board of Supervisors

FROM: Lynn Sheehy, County Librarian

RE: LIBRARY REPORT UPDATE FOR FEBRUARY 21, 2017

An update will be given as to the current activities of the Plumas County Library. Report will include circulation statistics, library program updates, and patron use of the Quincy, Chester, Greenville, and Portola libraries. In addition, an update will be provided as to the activities of Plumas County Literacy.



Office of the Sheriff

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

2D

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: February 8, 2017

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory Hagwood

RE: Agenda Item for the meeting of February 21, 2017

RECOMMENDATION:

Approve and authorize a transfer from the General Fund Contingency in the amount of \$71,706.00 to the Sheriff (Dept. 70330) to cover costs of equipment that was damaged in the January storm.

BACKGROUND & DISCUSSION:

Please refer to the attached list of items that were damaged during the January 2017 storms. These items are essential for public safety operations in Plumas County and need to be replaced immediately.

Plumas Co Sheriff's Office
 Storm Damage 1/7-12/17

Quantity	Description	Each	Total
6	Wilmore 48 Volt Inverter	\$1,048.00	\$6,288.00
8	AGM 100 Batteries	\$229.99	\$1,839.92
1	Trango M/W radio (IDU/ODU)	\$6,400.00	\$6,400.00
2	DuraCom 48 Volt Power Supply	\$675.88	\$1,351.76
2	Duracom BMS-360-48 Battery B/U	\$690.44	\$1,380.88
1	Generator Cat 30 Kw	\$24,220.00	\$24,220.00
1	Mitsubishi 7011 UPS	\$13,300.00	\$13,300.00
3	APC UPS units (emergency replacements)	\$1,228.70	\$3,686.10
	Sub-total		\$58,466.66
	Tax		\$4,238.83
	Shipping		\$1,500.00 est
	Labor		<u>\$7,500.00</u> est
	Total		\$71,705.49

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

The reason for this request is (check one):		Approval Required
A. <input checked="" type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfer from contingencies to cover equipment damaged in January 2017 storm

B) Contingency account

C) Equipment must be replaced this fiscal year

D) N/A

Approved by Department Signing Authority: Roxie Powers

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

Agenda Item No. _____

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials _____

INSTRUCTIONS:

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

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

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

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

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

3A

SUBDIVISION IMPROVEMENT AGREEMENT

RE: GRAEAGLE SUBDIVISION UNIT 9

(Date of Subdivision Map Recordation: 5/4/16)

THIS AGREEMENT is made by and between the County of Plumas, a political subdivision of the State of California ("County"), and Graeagle Land and Water Company, ("Subdivider"):

WHEREAS, Section 9-3.701 of the Plumas County Code provides that if streets and roads, utilities, and other facilities offered for public use are not improved in a manner satisfactory to County prior to acceptance of a final subdivision map, the owners of the subdivision may enter into an agreement with the Board of Supervisors to complete such improvements in consideration of the acceptance of said subdivision made by said Board; and

WHEREAS, Section 9-3.702 of the Plumas County Code requires that said agreement be secured by a surety bond or other security; and

WHEREAS, Subdivider is the owner of that certain parcel of land defined by the Final Map previously filed by Subdivider with the County, and Subdivider proposes to do and perform certain works of improvement thereon as set forth in this agreement; and

WHEREAS, County desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the County, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Subdivider declares that it is familiar with the pertinent regulations contained in the County Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

WHEREAS, a Final Map of the subdivision, prepared in accordance with the County's Subdivision Ordinance, has been filed by Subdivider with County for approval by the Plumas County Board of Supervisors;

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the Plumas County Board of Supervisors and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:** Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements set forth in Exhibit "A" to the satisfaction of the County Engineer of the County. All required improvements have an estimated cost of construction totaling Five hundred twenty-four thousand four hundred fifty (\$ 524,450).

2. **Security:** Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to County and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by County for the purposes and in the amounts as follows:

- A. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and
- B. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements.

The securities required by this agreement shall be irrevocable, shall not be limited as to time, and shall provide that they shall be released, in whole or in part, only upon the written approval of the Plumas County Board of Supervisors.

The securities documentation required by this agreement shall be kept on file with the County Engineer, except that any cash or checks shall be deposited with the Clerk of the Board of Supervisors. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the Plumas County Board of Supervisors. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the Plumas County Board of Supervisors, less the total of all claims to which the County has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The Plumas County Board of Supervisors, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application therefor by the Subdivider.

3. **Time of Completion:** All of the required improvements shall be commenced not later than ninety (90) days after the date the Final Map is recorded, unless such time of commencement is extended for good and sufficient reasons by the Plumas County Board of Supervisors, and to complete work on or before one year after the date of said recordation. If the work is not completed within the specified time period because of acts of God, the public enemy, the County, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay. If an extension time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

- The time for completion may be extended by the County Engineer, in writing, for good cause shown by the Subdivider.

Subdivider shall notify the County Engineer 48 hours prior to the commencement of the work of improvements. In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the County may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If County pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the County in advance, sufficient monies to cover the County's cost in completing construction of the improvements.

4. **Effective Date of Agreement:** This Agreement shall not become effective unless and until the Subdivision Map has been approved by the Plumas County Board of Supervisors and the Final Map is accepted for recordation by the Plumas County Recorder.
5. **Utility Deposits - Statements:** Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider must file a written statement with the County Clerk and the County Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.
6. **Permits - Compliance with Law:** Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.
7. **Definition and Ownership of Improvements:** The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the County Engineer. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted to, approved and permitted by the County Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the County, without payment therefore, upon acceptance of the improvements by the Plumas County Board of Supervisors.
8. **Obligations of Subdivider:** Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the County, it is understood and agreed that any approval by the County thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the County as being consistent with the County Code. Subdivider warrants that its plans and specifications conform as a minimum to all County codes and standards and that they are

adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

9. **Superintendence by Subdivider:** Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the County Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the County Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.
10. **Repair and Replacements:** Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the County or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the County Engineer and affected property owner.
11. **Inspection by County:** Subdivider shall at all times maintain proper facilities and provide safe access for inspection by County, upon County's request, to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.
12. **Approval by County Engineer:** All required improvements shall be constructed under the inspection of and subject to approval of the County Engineer. Therefore, it is mutually agreed by the parties hereto that the County Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the County's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the County Engineer before the final acceptance of completed work and release of security.
13. **Liability for Performance Injury or Damage:** Neither the County nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the County shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.
14. **Insurance; Indemnification and Release:** Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to County satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of County) insuring as additional insured parties the County, its

officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than \$250,000 for all damages arising out of bodily injury to a death of one person and not less than \$1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than \$250,000 for all damages and/or destruction of property in any one occurrence and not less than \$500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the County, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until County shall have had at least thirty (30) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify, defend, and save the County harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and sub-contractors, while engaged in the performance of the work.

15. **Liability of Subdivider:** The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the County of the completed street and other improvements thereon and therein; provided that acceptance by the County shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the County for buildings located within the subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the required improvements in said subdivision.
16. **Subdivider's Expenses:** If requested by the County in the County's reasonable discretion, the Subdivider shall pay these additional expenses:
 - A. The Subdivider shall cause to be made and/or pay for soil tests made by a reputable geotechnical consultant/firm to determine stability, gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature and design of appropriate improvements. The Subdivider shall also pay for compaction tests necessary to determine that all fill work and the utility trench backfill has been satisfactorily placed.

B. All service (including plan check and inspection), impact and connection fees as established by County shall be paid for each lot in the subdivision in accordance with the County Code.

17. **Relationship of Contractors:** It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors, if any, are not agents of the County, and are solely independent contractors.

18. **Verification of Satisfactory Completion:** Upon the satisfactory completion of the improvements by the Subdivider, the County Engineer shall verify that all improvement work has been satisfactorily completed.

19. **Repair or Reconstruction of Defective Work:** If, within a period of up to one year after Plumas County Board of Supervisors acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the County (upon receipt of written notice from the County), repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, County may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

20. **Warranty:** Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the County, the setting of all required Final Map monuments and agrees to maintain all required landscaping in a vigorous and thriving condition until acceptance thereof by the Plumas County Board of Supervisors.

21. **Notice of Completion:** Upon approval of the improvement works by the County Engineer and acceptance by the Plumas County Board of Supervisors, the Subdivider shall file with the County Recorder a Notice of Completion of the improvements herein specified.

22. **Filing of Improvement Plans:** Upon completion of the job and prior to the County Engineer's final acceptance of the work, the Subdivider shall supply the County Engineer with one Mylar (4 mils) set of "Record As-Built Drawings," acceptable to the County Engineer. These drawings shall be certified by the "Engineer of Record" and shall reflect the improvements as constructed, with all changes incorporated therein.

23. **Assignment:** This agreement shall not be assignable by Subdivider without written consent of the Plumas County Board of Supervisors.

24. **Legal Jurisdiction.** This agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this agreement it shall be subject to the interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Plumas, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.
25. **Subdivision Map Act Controlling.** To the extent any provision of this agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties as of 5/3, 2016.

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

By: Parson D. Small

Chair, Board of Supervisors

ATTEST:

By: James R. Brown

Clerk of the Board of Supervisors

Approved as to form:

By: Stanley J. Marshall

County Counsel or Deputy
County of Plumas

SUBDIVIDER:

Graegle Land & Water Company, a California Corporation

By: Daniel E. West

Name: Daniel E. West
Title: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Plumas

on April 18, 2016

before me,

Candice B. MacLean, Notary Public

(insert name and title of the officer)

personally appeared

Daniel E. West

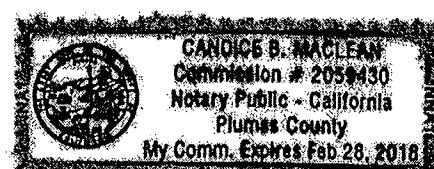
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Candice B. MacLean (Seal)





PLUMAS BANK

CREDIT ADMINISTRATION
P.O. Box 210 • Quincy, CA 95971
(530) 283-7345 • Fax (530) 283-2507

April 7, 2016

Plumas County Engineering Department
P.O. Box 10179
Quincy, CA 95971

Regarding: Graeagle Subdivision, Unit 9

At the request of Graeagle Land and Water Company, we hereby establish our Irrevocable Letter of Credit in your favor for an amount not exceeding the aggregate of U.S. \$525,000.00 (Five Hundred and Twenty-five Thousand and 00/100 Dollars) available by your draft(s) at sight, drawn on us in U.S. Dollars and accompanied by the following:

Any advances requested under this Letter of Credit must be accompanied by a written request, approved by the Plumas County Engineering Department, stating that the request is in accordance with the Plumas County Subdivision Agreement for Graeagle Subdivision, Unit 9.

Each of the draft(s) must specifically state that it is "Drawn Under Letter of Credit No. 126718053 dated April 7, 2016".

Draft(s) drawn in accordance with the terms hereof will be duly honored upon presentation and delivery of the document(s) described above, prior to close of our business April 6, 2017 at which time this Letter of Credit expires. Up to five partial drawings are permitted.

Any documents presented to Plumas bank by the beneficiary for drawing(s) under this credit must be sent to the following address: Plumas Bank, Attn: Kerry Wilson, P.O. Box 210, 32 Central Avenue, Quincy CA 95971.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof; unless at least sixty (60) days prior to any such date we shall notify you in writing by registered mail that we elect not to consider the Letter of Credit extended for any such additional period.

Except so far as otherwise stated herein, this Irrevocable Standby Letter of Credit is subject to the "Uniform Customs and Practices for Documentary Credits (2007 Revision) International Chamber of Commerce Brochure No. 600".

THIS LETTER OF CREDIT IS VOID AND UNENFORCEABLE UNLESS ISSUED ON LENDER'S LETTERHEAD WITH ORIGINAL SIGNATURE(S) AND EMBOSSED DOLLAR AMOUNT ON THE LEFT SIDE OF PAGE ONE.

Plumas Bank

By:



Name: David Kaiser

Title: SVP/CAGM, Credit Administrator