



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 MAY 16, 2017 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the State Department of Transportation (Caltrans) for encroachment permit (Eastern Plumas Chamber of Commerce, Mohawk Valley Fourth of July activities, July 1st through July 2nd)

B) GREENVILLE LITTLE LEAGUE

Approve request to waive fees for use of the Greenville Town Hall on May 20, 2017 for fundraiser (Annual Taco Feed)

C) CHESTER ELEMENTARY SCHOOL

Approve request to waive fees for use of the Almanor Recreation Center on June 8, 2017 for 6th Grade Graduation Celebration

D) HUMAN RESOURCES

- 1) Authorize the Farm Advisor to recruit and fill vacant, funded and allocated 1.0 FTE Administrative Assistant I/II position, created by resignation
- 2) Authorize the Building Department to recruit and fill vacant, funded and allocated 1.0 FTE Code Enforcement Officer position

E) SHERIFF/OFFICE OF EMERGENCY SERVICES

Approve continuation of Local Emergencies due to severe winter storms of January and February 2017

2. BOARD OF SUPERVISORS

Discussion and possible action regarding Internet service in Plumas County

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

Convene as the Walker Ranch County Service Area Governing Board

3. WALKER RANCH CSA – Robert Perreault

- A. Approve and authorize the Chair and the Manager to sign agreement between County of Plumas and North State Pump and Electric, not to exceed \$100,000, for on-call pump services with a retroactive date of January 10, 2017; approved as to form by County Counsel; discussion and possible action
- B. Approve Task Order No. 1 of \$3,163.66 for on-call pump services provided by North State Pump and Electric on January 10, 2017, and authorize the Auditor/Controller to pay; discussion and possible action

Adjourn as the Walker Ranch County Service Area Governing Board and convene as the Beckwourth County Service Area Governing Board

4. BECKWOURTH CSA – Robert Perreault

Presentation regarding several matters pertaining to operation and capital improvements of the Beckwourth County Service Area; discussion and possible action to endorse or modify the program of tasks as presented

Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors

5. DEPARTMENTAL MATTERS

A) PUBLIC WORKS – Robert Perreault

Consideration of Safety Record for 2016 at the Department of Public Works

B) ENGINEERING – Robert Perreault

Approve budget transfer of \$10,000 from Regular Wages-51000 to expenditure line items to cover costs for the remainder of FY 16-17; discussion and possible action

C) SHERIFF/OFFICE OF EMERGENCY SERVICES – Greg Hagwood

Report and update on accomplishments of the Plumas County Fire Prevention Specialist

D) SOCIAL SERVICES – Elliott Smart

Adopt **RESOLUTION** to amend the FY 2016-2017 Plumas County Position Allocation for Social Services Department 70590 increasing the Eligibility Specialist I/II/III position by 1.0 FTE); and authorize Social Services to recruit and fill the position. **Roll call vote**

E) FACILITY SERVICES – Dony Sawchuk

Plumas County Off-Highway Vehicle Trail Program Update: Benefits associated with Off-Highway Vehicle recreation in Plumas County

6. BOARD OF SUPERVISORS

- A. Discussion and possible action regarding Broussard Annexation to Chester Public Utility District
- 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

7. BIG FISH CREATIONS

Consider request to enter into an Agreement, not to exceed \$7,200, between Big Fish Creations and the County of Plumas to maintain and support the Explore Plumas County website for FY 2017-2018; discussion and possible action

8. BOARD OF SUPERVISORS

Report and update by Susan Scarlett, Budget Consultant on the FY 2017-2018 Budget preparation/process; discussion, possible action and/or direction

9. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 6, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.

BOARD OF SUPERVISORS

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



May 16, 2017

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

Attention: Permits Engineer

Subject: Encroachment Permit Request
EASTERN PLUMAS CHAMBER OF COMMERCE
Mohawk Valley Events Committee: Annual Fourth of July events, July 1st through July 2nd, 2017

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

GRAEAGLE FIRE PROTECTION DISTRICT

Ed Ward, Chief
P.O. Box 64
7620 Highway 89
Graeagle, CA 96103
530-836-1340
Fax 530-836-2645
gfpd@psln.com



May 5, 2017

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

Dear Members of the Board of Supervisors:

On behalf of the Eastern Plumas Chamber of Commerce, Mohawk Valley Events Committee we are writing to inform you of our intent this year with respect to the Fourth of July activities and invite you all to join in the festivities.

This year, the aerial fireworks display will be held on Saturday, July 1, 2017 at dusk (9:30) and ending at 10:00 p.m. The parade will fall on Sunday, July 2, 2017, beginning at 1:00 p.m. and ending at approximately 2:30 p.m.

Due to the anticipated number of people attending these events, we have requested the Plumas County Sheriff's Office and the California Highway patrol to be on hand to assist in crowd and/or traffic control for the fireworks and parade.

This is the same permit request as the past several years. We would ask that your office provide us with a letter of support and permission as required by Cal-Trans for the permits.

We will notify you of the last committee meeting regarding this event should you wish to be represented.

If you should have any questions, please feel free to call me on my cell (925) 642-4556. We thank you in advance for your attention to this matter and look forward to working with you again.

Sincerely,

Dianne Buckhout, Representative
Graeagle Fire Protection District
MVIP Events Committee

DaForno, Nancy

IB

Subject: FW: Greenville Little League

From: Kevin Goss [<mailto:kevin.goss4district2@gmail.com>]
Sent: Wednesday, May 03, 2017 1:02 PM
To: DaForno, Nancy
Subject: Fwd: Greenville Little League

Hi Kevin,

I am writing as Greenville Little League will be hosting our annual Taco Feed on May 20, 2017 at the Greenville Town Hall. We have reserved and submitted our application for the facility. We would like to request that the County consider waiving the fee since this is our main fundraiser for the year. Any help you could provide would be much appreciated.

Thank you,
Josie Barr

--
Kevin Goss
Plumas County Supervisor District 2



Chester Elementary School



lc

The Future Begins Here!

Almanor Recreation and Park District
102 Meadowbrook Loop
Chester, Ca. 95062

May 4th, 2017

To The Board of Supervisors,

I am writing on behalf of our wonderful 6th grade students to request the use of your Recreation Center on June 8th for their graduation celebration. We would like to be considered for a reduced, if not waived, fee for the use.

This is such a special celebration for our students. They have worked so hard this year and deserve to have a big reward. Thank you so much for your consideration.

Sincerely,

Erin Mongiello

Principal, Chester Elementary School

DEPARTMENT OF HUMAN RESOURCES

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



DATE: May 4, 2017

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
MAY 16, 2017.

**RE: AUTHORIZE TO FILL 1.0 FTE FUNDED AND ALLOCATED
ADMINISTRATIVE ASSISTANT POSITION FOR FARM
ADVISOR #20580**

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Human Resources Director to fill the 1.0 FTE allocated and funded Administrative Assistant position as established in the Memorandum of Understanding (MOU) between the Regents of the University of California, Plumas County for the Provisions of the Plumas-Sierra University of California Cooperative Extension Program.

BACKGROUND AND DISCUSSIONS

As of April 14, 2017, the employee in this position officially resigned and accepted employment with Plumas County's Behavioral Health Department. This has created a vacancy in the University of California Cooperative Extension program (UCCE).

This position provides administrative support to the UCCE office serving Plumas and Sierra Counties. This is an administrative support position that is consistent with the MOU between the County and the UCCE department. This position is a 1.0 FTE allocated position in the Fiscal Year 2016/2017 Position Allocation Plan.

I have attached the Critical Staffing Questionnaire for your consideration along with UCCE's organization chart. At this time, I am requesting that the Board authorize Human Resources to recruit and fill the vacant 1.0 FTE allocated and funded Administrative Assistant position.

Thank you for your consideration.

Attachments:

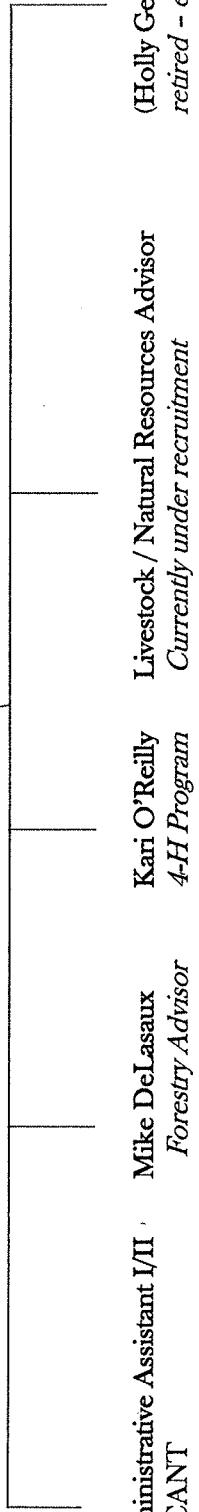
1. Critical Staffing Questionnaire
2. Org Chart
3. Memorandum of Understanding with UCCE

Plumas Critical Staffing Questionnaire
UC Cooperative Extension, Plumas/Sierra
April 28, 2017

- 1) This position provides administrative support to the UC Cooperative Extension office serving Plumas and Sierra Counties. The position supports fiscal accounting of county and UC budgets, provide clerical support to UC programs, assists with volunteer management of 4-H and Master Gardener programs, interfaces with public, among other duties. Plumas County's support for this position is consistent with the MOU between the County and UC regarding the Cooperative Extension program.
- 2) This position is the only administrative support position with UCCE Dept and while vacant key office functions are either undone or must be done by academic or professional program staff resulting in a loss of program delivery.
- 3) This position became vacant April 24, 2017
- 4) N/A
- 5) N/A
- 6) Key functions include management of grant funds, payment and accounting of project services, management of County budget close-out and next FY budget prep, support for 4-H camp, 4-H fair activities, and 4-H program enrollment and reporting.
- 7) Unknown. However, a lack of fiscal accounting and administrative support within this Dept. could result in unanticipated budget problems.
- 8) No
- 9) No
- 10) No

UCCE, Plumas/Sierra Organizational Chart

David Lile
County Director/Department Head



Administrative Assistant I/II
VACANT

Mike DeLasaux
Forestry Advisor

Kari O'Reilly
4H Program

Livestock / Natural Resources Advisor
(Currently under recruitment)

(Holly George)
retired - emeritus

MEMORANDUM OF UNDERSTANDING

between

**The Regents of the University of California,
Plumas County**

for the

Provision of the Plumas-Sierra University of California Cooperative Extension Program

Dated 1/6, 2015

This Memorandum of Understanding ("MOU") is executed this 6th day of JANUARY, 2015, by and between The Regents of the University of California ("University") and the County of Plumas ("Plumas County").

WITNESSETH:

WHEREAS, the University is one of the finest educational and research institutions in the world; and

WHEREAS, the University is part of the nation's Land-Grant University System as established by the Morrill Act of 1862; and

WHEREAS, the University's division of Agriculture and Natural Resources ("ANR") is a statewide network of researchers and educators dedicated to serving all Californians by the creation, development and application of knowledge of healthy food systems, healthy environments, healthy communities and healthy Californians; and

WHEREAS, ANR is one of the principal vehicles by which the University may deliver to the citizens of California the benefits of its research into healthy food systems, healthy environments, and healthy communities; and by which Californians may bring new problems and priorities to the University for research and resolution; and

WHEREAS, the University recognizes the value of the many state and local services provided by the 58 counties that make up the State of California; and

WHEREAS, in the execution of its mission ANR collaborates with local county governments and thus is collectively referred to as the "University of California Cooperative Extension" program (UCCE) or UC Cooperative Extension and

WHEREAS, the UCCE program is designed to meet the State's highest priority needs in the areas of healthy food systems, healthy environments, healthy communities and healthy Californians; and

WHEREAS, the UCCE program has always sought the involvement and counsel of local citizens in the conduct of its educational programs; and

WHEREAS, in the execution of the UCCE program University appropriations (e.g., general and special state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) are expended locally, thereby further benefitting Plumas and Sierra Counties; and

WHEREAS, Plumas and Sierra Counties recognize the value of the UC Cooperative Extension program to their citizens and intend that this program be delivered in their Counties; and

WHEREAS, a UCCE office has been operative in Plumas County since 1946, and in Sierra County since 1947; and

WHEREAS, Section 32330 of the Education Code of the State of California provides for the appropriation of County funds by County Boards of Supervisors for the support and maintenance of the UCCE program for the benefit of the Counties; and

WHEREAS, Plumas County agrees to support delivery of the UCCE program locally; and

WHEREAS, Plumas County has authority to enter into this MOU;

NOW THEREFORE, in consideration of the terms and conditions contained herein, Plumas County and the University do hereby agree to cooperate in the delivery of the UCCE program as follows.

I. PARTIES

A. The Parties to this MOU are:

1. The Regents of the University of California, and
2. The County of Plumas.

B. Each party certifies that it intends to, and does, contract with the other party that is a signatory to this MOU.

II. PURPOSE

A. The purpose of this MOU is to memorialize the University's agreement to provide the UCCE program to Plumas and Sierra Counties, as well as the commitment of Plumas County to support the University in the provision of such program which will be identified as "University of California Cooperative Extension, Plumas-Sierra Counties."

B. The County of Plumas's Board of Supervisors memorializes its commitment under this MOU by approval of Minute Order Number _____, adopted Jan 6, 2015.

III. RESPONSIBILITIES OF THE UNIVERSITY

The University agrees to do the following, conditioned upon timely receipt of the below-described support from Plumas County as well as upon the University's receipt of funds from state and federal sources, as well as other external funders that the University has budgeted for use in the Counties. Such support may include but is not limited to the provision of in-kind (tangible, non-monetary) resources as well as direct (monetary) funding.

- A. Deliver University knowledge to Plumas and Sierra Counties for the benefit of their citizens through a cadre of UCCE educational and applied research curricula; operating as a single, total program in the two Counties, as further described in Attachment A, *UC Cooperative Extension Program Provided by the University*.
- B. Continually improve the UCCE program in the Counties by revising it as new University research is directly accessed by Advisors (University academics).
- C. Appear before the Counties' Boards of Supervisors to inform them of the progress and accomplishments of the UCCE program in Plumas and Sierra Counties.
- D. Expend a portion of the University's appropriations (e.g., general and specific state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) in Plumas and Sierra Counties, thereby realizing even greater programmatic impact locally.
- E. Appoint, assign, supervise, employ, and pay the entire salaries and benefits of a professional staff of Advisors (University academics) for the operation of the UCCE program in Plumas and Sierra Counties. The appointment, number and assignment of such Advisors will be determined by the University.
- F. Based on their area of subject-matter expertise, suggest and facilitate involvement of individual Specialists (University campus academics) as partners to specific UCCE program Advisors. In this way, Advisors may leverage University of California campus resources for the benefit of the Plumas-Sierra UCCE program.
- G. Provide appropriate access to ANR resources, including but not limited to the nine (9) Research and Extension Centers (RECs) located throughout California.
- H. Submit to Plumas County, on or around March 1 of every year, the UC Cooperative Extension Plumas-Sierra County Partnership *Report of Work* detailing the educational and research activities provided by the University in the past year, along with the impact thereof. The *Report of Work* is the principal report and/or administrative requirement to which University will be subject under this MOU. Plumas County understands and agrees that a reduction in reporting and other administrative burden borne by the University is critical to the success of this MOU. Accordingly, University will not provide, and Plumas County will not require the University to submit other substantive reports and/or administrative documents.
- I. Designate one University employee as the Director of the Plumas-Sierra UCCE program ("UCCE Director"), who will represent and be responsible to the University's Associate Vice President for all matters relating to the operation and conduct of the Plumas-Sierra UCCE program.
- J. Provide organizational framework and support and bear associated costs necessary to conduct the Plumas-Sierra UCCE program in conformance with statute and University policy, including but not limited to:
 1. Application of University Environmental Health and Safety (EH&S) standards, including assistance of University EH&S professional staff and provision of certain resources.

2. Application of University Risk Management and Background Investigation standards, especially as they pertain to youth protection.
3. Application of University management standards for accounting, budgeting, contracts and grants, development, human resources, legal affairs, information technology and other administrative matters.
4. Equipment, supplies and other miscellaneous necessities at rates reflective of the University's buying power.
5. Travel arrangements for UCCE program personnel to attend programmatic and professional meetings at rates reflective of the University's buying power.
6. Off-site University staff for performance of all centralized administrative tasks arising out of the Plumas-Sierra UCCE program.
7. Future incremental cost increases associated with all of the above.

K. Be responsible to Plumas County for the expenditure and use of County resources provided under this MOU and for the proper use, custody, and care of in-kind (tangible, non-monetary) resources that Plumas County may dedicate to the Plumas-Sierra UCCE program.

IV. RESPONSIBILITIES OF PLUMAS COUNTY

Plumas County agrees to provide annually all agreed-upon support necessary for the local delivery of the UCCE Plumas-Sierra program. This includes, but is not limited to, provision of the following:

- A. Development of the annual budget for the Plumas-Sierra UCCE program.
- B. Provision of the following in-kind (tangible, non-monetary) resources. Provision of any or all of the below-described in-kind resources by Plumas County for use by the University will not be deemed to convey to the University any interest in said in-kind contributions.
 1. Specific employees assigned to support the Plumas-Sierra UCCE program. Such employees will provide support services including, but not limited to, administrative and other assistance. Plumas County will employ the individual(s) assigned to support the Plumas-Sierra UCCE program, and Plumas County will directly support all wages, benefits, Worker's Compensation Insurance, dispute resolution and other costs associated with employment by Plumas County.
 2. Fully-functional and fully-serviced office space including furniture; heating and air-conditioning; telephone and high-speed internet connectivity; maintenance and cleaning; access to common areas such as conference rooms, toilet facilities, and parking; security; etc.
 3. Fully-functional and fully-serviced office equipment including copier, printer, and fax machines; desk and mobile telephone hardware; computer hardware and software; and information technology (IT) services including security measures.

4. All business supplies, services and other miscellaneous necessities required for a fully-functional and fully-serviced business office, including but not limited to stationery, paper and printing; postage and shipping; photographic supplies; laboratory, field test, and demonstration materials; etc.
5. All means of transportation necessary for the conduct of the official duties of the Plumas-Sierra UCCE program staff to attend training, development, and administrative meetings that may occur outside the Counties. This includes, but is not limited to, provision of vehicles, fuel, maintenance, and other associated costs. Prior approval for attendance of such staff at meetings outside the Counties must be obtained from the Director of UCCE Plumas-Sierra and all such travel is subject to the limitations of University travel policies, including, but not limited to, Business and Finance Bulletin G-28, "Travel Regulations." [<http://policy.ucop.edu/doc/3420365/BFB-G-28>]
6. The Counties understand and agree that there will be no fund transference from University to Plumas County. Accordingly, Plumas County will not bill University for any costs associated with the local UC Cooperative Extension program, unless allowed by prior written agreement.

C. Plumas County will support the University in its delivery of the Plumas-Sierra Counties UCCE program as described in this MOU. In turn, Sierra County will reimburse Plumas County for a portion of Plumas County's cost, in accordance with a separate arrangement to which they mutually agree.

V. RESPONSIBILITIES OF THE UC COOPERATIVE EXTENSION DIRECTOR

- A. The Plumas-Sierra UCCE Director is the individual to whom the University has delegated programmatic and administrative decision-making authority, specifically including, but not limited to, authority over fiscal and human resource matters at the local level.
- B. Plumas County recognizes the Plumas-Sierra UCCE Director as the duly authorized representative of the University and the principal University representative for all matters relating to this MOU.
- C. The UCCE Director's range of responsibility and authority will specifically include (but will not be limited to) the following:
 1. The proper allocation and management of all resources provided by Plumas County for local delivery of the UCCE program, and
 2. The proper allocation, use, custody, and care of all in-kind (tangible, non-monetary) resources provided by Plumas County to the Plumas-Sierra UCCE program.
- D. The Plumas-Sierra UCCE Director will act as a department head of Plumas County, and will interface with the County's representatives in addition to being accountable to ANR leadership.

VI. COMMITMENT TO PLUMAS-SIERRA UCCE PROGRAM

- A. The Plumas-Sierra UCCE program is a collaboration between the University, Plumas County and Sierra County for the development and delivery of beneficial research and education programs to the people of those Counties.
- B. Plumas County will support the University's operating cost of the local UCCE program as described above. Plumas County acknowledges that the University cannot replace the operating support provided by Plumas County.
- C. In the course of the annual California county budget processes, the University will advise Plumas County of the minimum level of financial support required to deliver the Plumas-Sierra UCCE program. Plumas County will then work with the University to agree upon the specific level of support to be appropriated to the Plumas-Sierra UCCE program in the coming fiscal year. In determining such amount, the University will work with Plumas County, making every effort to accommodate budget restrictions to which it may be subject. In turn, Plumas County recognizes the University's responsibility to maintain program quality and efficiency. The University will be the sole determiner of the minimum support needed to deliver the Plumas-Sierra UCCE program.
- D. In the event that Plumas County does not or cannot provide the minimally adequate level of support as established by the University, the University will discontinue the entire Plumas-Sierra UCCE program and remove all UCCE personnel from both Counties. In the unlikely event that this should occur, Plumas County and the University will abide by the conditions of the below section VII.E, *Termination*.

VII. GENERAL TERMS AND CONDITIONS

- A. *Non-Discrimination:* The parties agree, in accordance with Plumas County, Sierra County and University policies, as well as applicable state and federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or status as a protected veteran or service in the uniformed services. In accordance with applicable law, each party will be an affirmative action/equal opportunity employer.
- B. *Fiscal Year:* The fiscal year applicable to this MOU will be July 1 through June 30.
- C. *Prior Agreements:* This MOU supersedes and replaces the "Sierra County 76-22, Memorandum of Understanding" between the University and Plumas and Sierra Counties, effective July 1, 1976, which shall have no force or effect upon the effective date of this MOU.
- D. *Term:* This MOU will be in effect until terminated by one or more of the parties, as provided for under below section VII.F., *Termination*.
- E. *Modification:* This MOU may be modified or amended with the written approval of all parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least ninety (90) days' in advance to allow for consideration of said modification or amendment.

F. *Termination:*

1. Any party may terminate its participation in this MOU without cause, and/or may withdraw its in-kind (tangible, non-monetary) resources or direct (monetary) funding from the UCCE program without cause. A party's intent to terminate its participation and/or withdraw support (whether direct or in-kind) from the program must be specifically communicated by giving ninety (90) days' advance written notice to the other parties.
2. If Plumas County terminates participation in this MOU, the University will withdraw the entire UCCE program from both Plumas and Sierra Counties.

G. *Severability and Validity of Agreement:* If a portion, term, condition or provision of this MOU is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions will not be affected.

H. *Entire Agreement:* This MOU and the Attachments hereto constitute the entire agreement between Plumas County and the University concerning the subject matter hereof. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this MOU. Any modification of this MOU will be in writing as described in above section VII.E, *Modification*.

- I. *Assignment:* The rights and duties of the parties to this MOU may not be assigned or delegated.
- J. *Governing Law:* This MOU will be governed by and construed in accordance with the laws of the State of California.
- K. *Execution in Parts or Counterparts:* This MOU may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

VIII. INSURANCE

The parties will individually insure their activities in connection with this MOU by maintaining programs of self-insurance or obtaining, keeping in force, and maintaining insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included), or equivalent self-insurance, with a limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate.
- B. If the above insurance is written on a claims-made form, it will continue for three (3) years following termination of this MOU. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of this MOU.
- C. Business Automobile Liability, or equivalent self-insurance, for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

- D. Workers' Compensation and Employers Liability Insurance in a form and amount covering each party's full liability under the Workers' Compensation and Insurance and Safety Act of the State of California as amended from time to time.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
- F. Coverage required under this Section will not limit the liability of any party.
- G. Coverage referred to in this Section will include the other parties as additionally insured. Such a provision, however, will apply only in proportion to and to the extent of the negligent acts or omissions of the insuring party, its officers, employees and agents. Upon request, any party will furnish another party with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates will further provide for thirty (30) days' advance written notice to the other parties of any modification, change, or cancellation of any of the above insurance coverage.

IX. VEHICLE USAGE

- A. *Plumas County-Owned Vehicles:* In connection with this MOU, Plumas County may, at its sole discretion, authorize employees and/or agents of the University to operate vehicles owned, leased, rented, loaned or registered to the Plumas County Board of Supervisors.
- B. *University-Owned Vehicles:* In connection with this MOU, the University may, at its sole discretion, authorize employees and/or agents of the University to operate vehicles owned, leased, rented, loaned or registered to the University.

X. INSURANCE COVERAGE FOR VOLUNTEERS/AGENTS OF THE UNIVERSITY

For purposes of this MOU, University volunteers are considered agents of the University, and therefore are covered for their negligent acts or omissions by the University's general liability self-insurance program while acting in the course and scope of their volunteerism for the University. The University may, at its discretion, purchase or otherwise maintain additional insurance to cover accidental injuries or illnesses that may occur to University volunteers while they are acting within the course and scope of their volunteer duties.

XI. NOTICES

Any notice required or permitted to be given under this MOU will be in writing and will be conclusively delivered to the other party at the following respective addresses.

A. For University:

Department Head, UCCE Plumas-Sierra Counties
University of California, Division of Agriculture and Natural Resources
208 Fairground Road, Quincy, California, 95971

*MOU between The UC Regents and Plumas County
for the Plumas-Sierra UCCE Program*

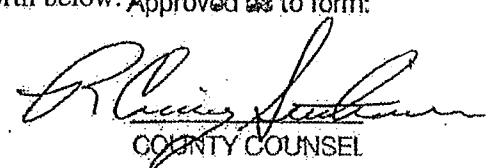
B. For Plumas County:

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

In witness whereof, the parties have executed this MOU as of the dates set forth below. *Approved as to form:*

COUNTY OF PLUMAS


Chair

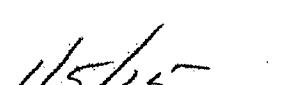

COUNTY COUNSEL


Date

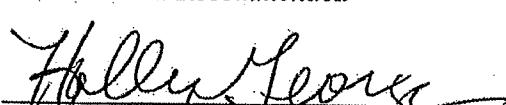
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

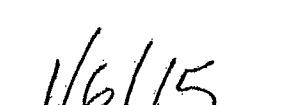

Bill Frost

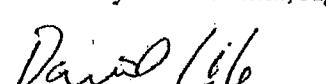
Associate Vice President, Agriculture and Natural Resources

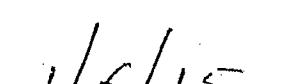

Date

Reviewed and Recommended


Holly George, Department Head, UCCE Plumas-Sierra
University of California, Agriculture and Natural Resources


Date


David Lile, Director, UCCE Plumas-Sierra
University of California, Agriculture and Natural Resources


Date

Attachment A
UC Cooperative Extension Program Provided by University

The University's UC Cooperative Extension (UCCE) programs will serve the citizens of the Counties by providing science based research, education and public service that will promote solutions problems in agriculture, natural resources (including environmental quality), food safety, and youth development.

In the course of their work, UCCE Advisors (University academics) and Program Representatives (University staff) will deliver a range of locally-relevant programs focusing on farm, environment, 4-H youth development, and science literacy. Advisors and Program Representatives will use workshops, public meetings, newsletters, the mass media and other communication tools to bring needed information to the Counties. Further, Advisors and Program Representatives will use collaborative partnerships with government and private agencies to extend the reach of their programs. Finally, Advisors and Program Representatives may collaborate with UC campus-based Cooperative Extension program Specialists and Agricultural Experiment Station scientists to research, adapt and field-test agricultural improvements or solutions and promote the use of research findings in the Counties.

Subject to availability of required resources, UCCE would implement programs with the following areas of emphasis:

Agriculture and Natural Resources: Research and education programs that meet local agriculture and natural resource needs, focused on enhancing the agricultural productivity and competitiveness of the Counties and protecting water, land and air resources. Together with farmers, pest control Advisors and industry representatives, current and emerging agricultural opportunities and problems would be identified.

4-H Program: Encompassing a wide variety of educational and enrichment experiences to help young people discover and develop their potential. 4-H Youth Development Program Advisors provide meaningful, learn-by-doing educational activities to children in 4-H clubs and/or to children participating in school enrichment and after-school programs. Citizenship and science literacy including biology, math, and engineering are thrusts of the program.

Master Gardeners: University-trained volunteers providing advice and support for local gardeners. Through volunteers, Advisors overseeing the UCCE Master Gardener Program will extend research-based information about home horticulture and pest management to the citizens of Counties.

Plumas and Sierra Counties share common area-wide problems and issues, yet have different needs and priorities as well. The University will serve the Counties and will allocate the resources of the Plumas-Sierra UCCE program in a manner roughly proportionate to the level of support provided by each County. While the University will endeavor to respond to the highest needs of both Counties, it is understood not all needs can be met given the limitation on available resources.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: May 10, 2017

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
MAY 16, 2017.

**RE: AUTHORIZE TO FILL 1.0 FTE FUNDED AND ALLOCATED
CODE ENFORCEMENT OFFICER #20450**

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Human Resources Director to fill the 1.0 FTE allocated and funded Code Enforcement Officer for the Building Department fund #20450.

BACKGROUND AND DISCUSSIONS

The Code Enforcement Officer position recently became vacant and Human Resources have begun establishing a list of qualified applicants for this position. We would like to officially recruit for this position with a tentative end date of June 16, 2017.

Please approve Human Resources to actively recruit to fill the 1.0 FTE funded and allocated position for the Code Enforcement Officer.



Office of the Sheriff

Office of Emergency Services

LE

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: May 8, 2017
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood A handwritten signature of Sheriff Greg Hagwood, consisting of stylized initials and a surname.
RE: Agenda Items for the meeting of May 16, 2017

It is recommended that the Board:

Approve Continuation of Local Emergency Due to Severe Winter Storms of January 2017.

Background and Discussion:

On January 10, 2017, the Board proclaimed a local emergency due to severe winter storms. These storms began on January 2, 2017 and caused torrential rain and widespread flooding throughout Plumas County.

As required by Section 8630 of the California Emergency Service Act, the governing body must review the need for continuing the local emergency every month. The original Resolution #17-8221 ratifying the proclamation was done on January 10, 2017.

Efforts are continuing to locate and assess damages resulting from the storms. This is an ongoing process at this time. Damage assessments are being impeded by current weather conditions and the amount of snow that has accumulated throughout Plumas County.

Accordingly, the Board is asked to approve a continuation of the local emergency due to severe winter storms of January 2017.



Office of the Sheriff

Office of Emergency Services

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: May 8, 2017

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Items for the meeting of May 16, 2017

It is recommended that the Board:

Approve Continuation of Local Emergency Due to Severe Winter Storms of February 2017.

Background and Discussion:

On February 14, 2017, the Board proclaimed a local emergency due to severe winter storms. These storms began on February 8, 2017 and caused torrential rain and widespread flooding throughout Plumas County.

As required by Section 8630 of the California Emergency Service Act, the governing body must review the need for continuing the local emergency every month. The original Resolution #17-8229 ratifying the proclamation was done on February 14, 2017.

Efforts are continuing to locate and assess damages resulting from the storms. This is an ongoing process at this time. Damage assessments are being impeded by current weather conditions and the amount of snow that has accumulated throughout Plumas County.

Accordingly, the Board is asked to approve a continuation of the local emergency due to severe winter storms of February 2017.

AGENDA REQUEST

for the May 16, 2017 meeting of the Plumas County Board of Supervisors

Date: May 8, 2017

To: Honorable Governing Board
From: Robert Perreault, Manager, WRCSD 
Subject: Authority to Execute an On-Call Pump Services Contract for the WRCSD, in an amount not to exceed \$100,000; discussion and possible action.

BACKGROUND:

Walker Ranch CSD had previously executed a professional services agreement for on-call pump services with North State Pump and Electric, for emergency repairs to the water well pumps and associated electrical controls, but the agreement has since expired. This agreement is critical to have in place to expedite service and payment for service of the two (2) water pumps that provide water to the WRCSD. Without immediate repair to these pumps, as may be needed the water would stop flowing to the WRCSD customers in a matter of days.

The attached agreement for professional services, approved as to form by County Counsel, will commence retroactively for emergency repairs required in January 2017, with the agreement expiring January 10, 2020. The contractor's total compensation shall not exceed \$100,000.

The source of funding for this contract is the budget of the Walker Ranch CSD and does not involve Plumas County general funds.

RECOMMENDATION:

Walker Ranch Community Services District staff respectfully recommends that the WRCSD Governing Boards authorize the WRCSD Manager and the Chair of the Board of Supervisors to execute the On-Call Pump Services professional Services agreement with North State Pump and Electric, copy attached.

Professional Services Agreement
for
On-Call Pump Services
for
Walker Ranch Community Services District

This Agreement is made by and between the Walker Ranch CSD, a political subdivision of the State of California, (hereinafter referred to as "WRCSD"), and North State Electric & Pump, a California corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County proposes to have Contractor available to perform on-call pump services for WRCSD projects, as described herein below; and

WHEREAS, Contractor 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

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

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

WHEREAS, this contract document is and of itself the base contract for the electrical services contract, understanding that any work contemplated will be so identified and described by means of issuance of a written Amendment to this base contract.

WHEREAS, each written Amendment is to include a written Scope of Work (Exhibit A) and a written Fee Schedule (Exhibit B).

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Work. Contractor shall provide the WRCSD with services as set forth in Exhibit A, attached hereto. The project contract shall include a base contract with the specific scope of work identified and established in the future through issuance of a Task Order.

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

1.3. Compliance with Laws. Contractor 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. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred to the extent caused by the Contractor's negligent performance under this Agreement.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the Fee Schedule Associated with a specific Amendment. The Fee Schedule of the Amendment shall be in accordance with the with the Fee Rate Schedule set forth in Exhibit "B," attached hereto as Exhibit "B" and incorporated herein by reference. The Contractor may modify the Fee Rate Schedule, once per year, after the completion of each year of the contract, subject to the approval of the Director of Public Works. The Contractor's total compensation shall in no case exceed One Hundred Thousand Dollars and No Cents (\$100,000).

2.2 Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of various funding programs or appropriations. If such funding and/or appropriations are not forthcoming, or otherwise limited, WRCSD may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services set forth in subsequent Amendments unless the WRCSD, acting through its manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to WRCSD Manager for approval on a progress basis, but no more than once monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any Additional Services approved pursuant to Section 2.3 and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

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 ten (10) days from the issuance of a specific Task Order. Said services shall be performed in strict compliance with the Project Schedule approved by WRCSD as set forth as a component of the specified Amendment. 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. A delay beyond a party's control automatically extends the time in an amount equal to the period of the delay for the party to perform the obligation under this Agreement. The Parties shall prepare and sign an appropriate document acknowledging any extension of the time under this paragraph.

4.0. TERM AND TERMINATION

4.1. Term. Due to the urgency of the pump repairs required January 10, 2017 to keep the water supply system running. This Agreement shall commence, retroactively, on January 10, 2017 and remain in force through January 10, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.1.a. Contractor shall provide services to County under this Agreement on an as-needed basis for pump repair service at WRCSD.

4.1.b. Services to be performed under this Agreement will be specified through the use of a written work order, which will become a numbered amendment to this Agreement upon execution by the parties. A specific Amendment will confirm or modify the general Scope of Work as set forth in this agreement and establish a specific Project Schedule.

4.1.c. Services provided by Contractor under this Agreement shall not be WRCSD's exclusive source for such types of services, and WRCSD reserves the right to use its own workforce or other contractors to perform similar services during the term of this Agreement.

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

4.3. Compensation. In the event of termination, WRCSD shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of WRCSD'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 WRCSD or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor 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 WRCSD within ten (10) days of delivery of termination notice to Contractor, at no cost to WRCSD. Any use or modification by WRCSD of uncompleted documents, data studies, work product, design, drawings, maps, or reports (collectively "Project Materials") related to the subject shall be at the WRCSD's sole risk and without liability to Contractor. Any use or modification by WRCSD of completed or uncompleted Project Materials for work on another project shall be at WRCSD's sole risk and without liability to the Contractor.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than 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 policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. Contractor and WRCSD agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds WRCSD, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) All policies required by this section shall be endorsed to state that WRCSD shall be provided with written notice thirty (30) days prior to cancellation of such liability coverage. Contractor shall assure that this provision also applies to any subcontractors, joint ventures 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 WRCSD of any cancellation of coverage.

- (c) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor, or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to WRCSD.
- (d) 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.
- (e) Workers compensation policies and professional liability policies shall be endorsed to state that Contractor waives its right to subrogation against the WRCSD.

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

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, and the extent to which Contractor 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.

6.2. Representatives.

- A. The WRCSD manager, or his designee, shall be the representative of WRCSD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the WRCSD, called for by this Agreement, except as otherwise expressly provided in this Agreement.
- B. Contractor shall designate a representative, for purposes of this Agreement, who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers.

The manager of WRCSD shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

_____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS _____

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

6.4. Notices.

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

IF TO CONTRACTOR:

North State Pump & Electric
3282 Highway 32
Chico, CA 95973
Telephone: (530) 891-5545
Facsimile: (530) 891-0793
E-Mail: Terri@waterwellpump.com

IF TO COUNTY:

Robert A. Perreault, Jr., P.E.,
Walker Ranch CSD
555 Main Street
Quincy, CA 95971
Telephone: (530) 283-6268
Facsimile: (530) 283-6323
E-Mail: bobperreault@countyofplumas.com

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

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

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

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

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without WRCSD'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 WRCSD's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, indemnify and hold harmless WRCSD 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 Indemnities") 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 including, but not by way of limitation, all civil claims or workers' compensation claims to the extent caused by the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. In the event an action for damages is filed in which negligence is alleged on the part of the WRCSD and Contractor, each party shall provide for its own defense. Contractor agrees to indemnify and reimburse the WRCSD on a pro-rata basis for all expenses of defense and any judgment or amount paid by the WRCSD in resolution of such claim, but only to the extent of Contractor's liability for damages in such action. Such pro rata share shall be based upon a final or ultimate judicial determination of negligence or in the absence of such determination, by mutual agreement.

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

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

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 WRCSD, including but not limited to eligibility to enroll in PERS as an employee of County and

entitlement to any contribution to be paid by WRCSD 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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of WRCSD. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of WRCSD. Contractor shall deliver to WRCSD 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 WRCSD or its authorized representative, at no additional cost to the WRCSD. Any use or modification by WRCSD of uncompleted Project Materials related to the subject project shall be at WRCSD's sole risk and without liability to Contractor. Any use or modification by WRCSD of completed or uncompleted Project Materials for work on another project shall be at WRCSD's sole risk and without liability to Contractor.

6.13. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to WRCSD 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 qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs WRCSD of such trade secret. The WRCSD will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The WRCSD 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. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the WRCSD's representative, regarding any services rendered under this Agreement at no additional cost to WRCSD. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to WRCSD, provide all services necessary to rectify and correct the matter to the sole satisfaction of WRCSD and to participate in any meeting required with regard to the correction.

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

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 Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, (unless specifically stated in this Agreement to the contrary) the terms and conditions in 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 WRCSD and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. 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. Interpretation. 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.

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.

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.

WALKER RANCH CSD
A political subdivision of the State of California

RECOMMENDED AS TO SCOPE OF WORK:

Walker Ranch CSD Date: _____

APPROVED AS TO FORM:

R. Craig Schlesman Date: 4/28/2017
County Counsel

AGREED TO BY:

Date: _____

Chair, Governing Board for WRCSD
Plumas County Supervisor

CONTRACTOR
North State Pump and Electric
A California Corporation

Date: _____

Name:

Title:

Date: _____

Name: _____

Title:

202117113

Contractor Taxpayer ID Number:

COUNTY INITIALS

- 11 -

CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

Contractor shall repair or replace 150 HP VHS well pump motors, provide crane service and labor to pull and set motors, and include electrical and solenoid repairs on an "as-needed" basis upon request by District. Each request for services shall be described in detail in a "Task Order" substantially in the form attached hereto. Each Task Order shall operate as an addendum to this Agreement. No work shall begin until a Task Order has been signed on behalf of both parties. Contractor may not bill District more than the amount set forth in the signed Task Order. If at any time Contractor believes that the cost for services and materials will exceed the amount set forth in the signed Task Order, Contractor shall provide a revised written estimate to District and obtain District's written authorization prior to continuing work.

EXHIBIT B

Compensation

1. Unless otherwise specified in the Task Order, Contractor shall be paid at the following rates:

Labor:	Crane labor & travel time	\$ 240 per hour
	Regular Labor	\$ 170 per hour
	Electrical Field Labor	\$ 85 per hour
Materials or Parts:	150 HP VHS Well pump	\$13,220.55
	Thrust bearing	\$ 625
	ASCO 480 Volt Solenoid Valve	\$ 90
	Miscellaneous parts to be determined at time of estimate	

2. Unless otherwise specified in the Task Order, Contractor shall be paid upon submittal of a written invoice to District setting forth the following:
 - a. A description of the services provided including the date of service(s), amount of time expended, and any applicable hourly rate.
 - b. A description of any reimbursable materials and costs incurred, date(s) incurred, to whom incurred, together with supporting documentation for the same.
3. Unless otherwise specified in the Task Order, District shall make payment within 30 days of receipt of Contractor's invoice.
4. In no event shall the total amount paid to Contractor for all Task Orders exceed One Hundred Thousand Dollars and No Cents (\$100,000.00.)

WALKER RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 West Main Street • Quincy, CA 95971 • (530) 283-6268 • Fax (530) 283-6135
Robert A. Perreault, Jr., P.E. *County Engineer and Manager, WRCSD*

3B

AGENDA REQUEST

for the May 16, 2017 meeting of the Plumas County Board of Supervisors

Date: May 8, 2017

To: Honorable Governing Board
From: Robert Perreault, Manager, WRCSD *Robert A. Perreault*
Subject: Approval of On-Call Pump Services Task Order 1 for the WRCSD

BACKGROUND:

A new proposed agreement under a separate agenda item is before the WRCSD Governing Board on May 16, 2017 for consideration of On-Call Pump Services at Walker Ranch, with a retroactive start date of January 10, 2017. An emergency pump repair was needed in January 2017 and the task order is included herewith.

Task Order 1 is for field labor to remove two pumps leaking at the shaft seal and install spare pump, shop labor to teardown, replace seals and motor bearings, and field labor to reinstall repaired pumps. Total invoice for services performed is \$3,163.66. The pump failure was caused by the pumps running dry due to a malfunction that occurred after a two day power outage.

RECOMMENDATION:

Walker Ranch Community Services District staff respectfully recommends that the Governing Board authorize the WRCSD Manager to execute the On-Call Pump Services Task Order 1 with North State Pump and Electric.

TASK ORDER NO. 1

SERVICES AGREEMENT

This Task Order is an addendum to the Services Agreement ("Agreement") between Walker Ranch Community Services District, a political subdivision of the State of California ("District"), and Contractor ("Contractor"), dated January 12, 2017.

1. **Incorporation of Agreement.** All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.

2. **Scope of Services.** Contractor shall perform the following services:

Two man field labor to remove two pumps leaking at the shaft seal and install spare pump, shop labor to teardown, replace seals & motor bearing, and two man field labor to reinstall.

3. **Compensation.** District shall compensate Contractor for the services described in Section 2 above, as follows:

Compensation to be **\$3,163.66**

4. **Schedule of Performance.** Contractor shall perform the services described in Section 2 above in accordance with the following schedule:

Remove two pumps and install spare pump on 1/10/17, repair pumps and reinstall repaired pumps on 1/26/17

5. **Additional Provisions.**

None. All other provisions within the base contract remain in effect.

All other provisions with the base contract remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Task Order as of the last date set next to the signatures appearing below.

**WALKER RANCH COMMUNITY
SERVICES DISTRICT**
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Dated: _____

**BECKWOURTH COMMUNITY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
*Robert A. Perreault, Jr., P.E. County Engineer and Manager, WRCSD***

4

AGENDA REQUEST

for the May 16, 2017 meeting of the Board of Supervisors

May 8, 2017

To: Honorable Governing Board, Beckwourth Community Service Area (BCSA)
From: Robert Perreault, Manager, BCSA 
Subject: Presentation by Engineering Department staff in regard to several matters pertaining to operation and capital improvements of the BCSA; discussion and possible action.

BACKGROUND

During the May 16, 2017 meeting of the Beckwourth CSA, Engineering Department staff will conduct a presentation on the status of the following matters pertaining to the BCSA operations and infrastructure, as follows:

A. Engineering Department staff has researched and determined that grant funds are available to plan, design and construct a new replacement pump station for the Beckwourth CSA. In order to maximize positive consideration of an application for grant funds, supporting documentation in the form of a Median Household Income Study and an acceptable Rate Increase Study needs to be prepared.

B. Engineering Department staff has coordinated with Rural Community Assistance Corporation (RCAC) regarding the preparation of a "Median Household Income Study" of residents located within the BCSA district boundary. The Study will be prepared by staff from RCAC. The cost of acquiring income data from the BCSA constituents and preparing the formal income study has been approved by the State Water Resources Control Board and will be paid by that State agency. The Beckwourth CSA Manager has authorized RCAC to initiate the data acquisition with the issuance of 2 introductory letters, copies attached.

C. Engineering Department staff has coordinated with RCAC regarding the preparation of a BCSA "Rate Increase Study," which will use criteria established by the American Water Works Association software for rate studies. The Study will be prepared by staff from RCAC with rate structure based on equivalent dwelling units. The cost of conducting the study and preparing the formal rate increase has been approved by the State Water Resources Control Board and will be paid by that State agency. The Beckwourth CSA Manager has authorized RCAC to initiate the preparation of the study.

D. Engineering Department staff has initiated, in-house, preparation of an “Engineer’s Report.” Upon completion of the rate study being prepared by RCAC, the “Engineer’s Report” will be completed, including recommendations, and submitted to the BCSA Governing Board for consideration.

E. Publication of the Engineer’s Report will enable the Governing Board to consider recommendations in regard to the financial needs of the BCSA pertaining to operations and infrastructure, including a proposed increase of the existing sewer fee.

F. Upon establishment of a proposed increase to the existing sewer fee, Engineering Department staff with assistance from RCAC will initiate proceedings necessary to conform to the State Law requirements of Proposition 218.

G. In addition to the above described program, Engineering Department staff advises the Governing Board that the area of the system’s 4 sewer retention ponds experienced storm damage during the February 2017 storms in the form of overtopping of one of the sewer pond dikes. Similar overtopping also occurred in March and nearly overtopped again in April. From the State regulatory perspective, the overtopping incidents were not deemed serious as the wastewater spills were limited to area of the lands owned by the BCSA. The incident did result in the need for rental of a commercial pump on several days in February, March and April to prevent further overtopping as the directional control valves between the existing ponds were inoperative.

H. Engineering Department staff has compiled costs associated with the equipment rental and the manhour response required by the overtopping, near-overtopping, described above. Such costs occurring during the February storms are being submitted to OES and FEMA, requesting reimbursement. During the opportunity to identify subsequent mitigation projects, Engineering Department staff will submit an application to FEMA, requesting an improvement project to replace the existing directional control valves.

I. The high groundwater levels in the BCSA area during the January and February 2017 winter storms, coupled with very significant increases in pumping times at the sewer pump station, confirms what has been long suspected, thus: that much of the existing sewer pipes within the BCSA service area suffers from infiltration during high groundwater. Accordingly, Engineering Department staff identifies the need for a Systemwide Infiltration Study in order to establish the extent and a timetable of replacement of the sewer system piping. Engineering Department staff will explore possible opportunities for funding of a Study as well as subsequent construction.

RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the BCSA Governing Board endorse or modify the program of tasks, as set forth above.

Attachments: 2 Letters

May 5, 2017

Dear Customer of the Beckwourth Sewer Service:

Beckwourth County Services Area (BCSA) is planning to apply to the various state and federal funding programs for sewer system improvements and upgrades. We hope to optimize our funding opportunities for the following wastewater improvement project:

The Beckwourth County Services Area (BCSA) provides sewer services to the community of Beckwourth, located in Plumas County, California. The existing sewer system consists of gravity flow sewer lines connected to a lift/pump station and four (4) sewer ponds located south of State Highway 70. The infrastructure was constructed almost 50 years ago and is in need of immediate replacement. Replacement of the pump station will result in a more efficient sewer system with additional redundancies for sewer pumping capabilities, as well as create a modern treatment system that results in more affordable annual maintenance cost and the more likely ability of the small user base to create and maintain a reasonable sinking fund program for future infrastructure replacement needs.

As part of the funding application process, staff has involved an impartial third party contractor to perform a focused household income survey of our customers. This income survey will be used by funding agencies to determine BCSA's eligibility for optimal funding alternatives.

Beckwourth County Services Area has requested that the Rural Community Assistance Corporation (RCAC), a non-profit corporation, and approved by State Water Resources Control Board – Division of Financial Assistance to conduct the survey. **An income survey letter and form will be mailed to you in the next few days from RCAC.** Please complete the information and return it to RCAC in the postage-paid envelope that will be included. The BCSA needs a high response rate to be considered for optimal funding alternatives. **No identifying information will be provided to the funding agency or Beckwourth County Services Area. Responses to this survey are confidential.**

You can help your community and BCSA obtain the best possible funding from federal and state funding agencies by completing and returning the survey form, so that needed improvements can be made. Thank you for your assistance. For more information please feel free to contact:

Rob Thorman, P.E., Assoc. Engineer, Plumas County Engineering, 555 Main Street, Quincy CA 95971, Phone # (530) 283-6209, E-mail: rothorman@countyofplumas.com

Kimberley Strong, RCAC, Rural Development Specialist – Community & Environmental Services
3120 Freeboard Dr., Ste. 201, W. Sacramento, CA 95691, Phone # (916)447-9832 ext. 1064,
E-mail: kstrong@rcac.org

We Appreciate Your Cooperation,

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

Robert A. Perreault Jr., P.E.
County Engineer
Manager, Beckwourth County Services Area
Plumas County



Corporate Office:
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
(916) 447-2854 • Fax (916) 447-2878

ATTENTION: RESIDENTS OF BECKWOURTH COUNTY SERVICES AREA

May 12, 2017

The Beckwourth County Services Area (BCSA) has authorized the Rural Community Assistance Corporation to conduct a confidential income survey of the residents in the BCSA service area. Attached is the survey form that will be utilized to obtain the needed information. Please complete the survey to the best of your ability. The information on this survey is necessary to assist the District to obtain funding from state funding programs.

The Beckwourth County Services Area (BCSA) provides sewer services to the community of Beckwourth, located in Plumas County, California. The sewer system consists of gravity flow sewer lines connected to a lift/pump station and four (4) sewer ponds located south of State Highway 70. The infrastructure was constructed almost 50 years ago and is in need of immediate replacement. Replacement of the pump station will result in a more efficient sewer system with additional redundancies for sewer pumping capabilities, as well as create a modern treatment system that results in more affordable annual maintenance cost and the more likely ability of the small user base to create and maintain a reasonable sinking fund program for future infrastructure replacement needs.

This survey is being conducted to establish an accurate Median Household Income (MHI) of the wastewater service area. **This information will not be made public. It is important that the information you provide is an accurate representation of the questions asked. Please take the minute or two that it takes to complete the survey now.** The Rural Community Assistance Corporation has enclosed a self addressed postage paid envelope for you to return the completed survey form. If you request it, assistance can be arranged to help you fill it out. The envelopes are provided to maintain confidentiality of your information. The envelopes are numbered to keep track of who has turned in completed survey forms.

If a response is not received within 10 days, you will receive an additional notice with a second copy of the form for your response. A high response rate is needed for the District to be considered for optimal funding alternatives. No identifying information will be given to the Beckwourth County Services Area, or the Division of Financial Assistance (DFA) to maintain confidentiality.

Once the completed surveys have been received, the Rural Community Assistance Corporation will analyze the responses, determine the MHI for your community, and report the results to the funding agency's that disburses the various state funds. **Responses to this survey form are confidential.**

If you would like more information about the survey and how the information will be utilized to assist the residents of the Beckwourth County Services Area, please feel free to contact:

Kimberley Strong, Rural Development Specialist – Community & Environmental, RCAC,
3120 Freeboard Dr., Ste. 201, W. Sacramento, CA 95691, phone: 916/447-9832 ext. 1064,
e-mail: kstrong@rcac.org

Rob Thorman, P.E., Assoc. Engineer, Plumas County Engineering, 555 Main Street, Quincy CA 95971, phone # (530) 283-6209, e-mail robthorman@countyofplumas.com

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

5A

AGENDA REQUEST

for the May 16, 2017 Meeting of the Plumas County Board of Supervisors

May 8, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Consideration of Safety Record for 2016 at the Department of Public Works

Background:

The Northern California County Engineers Association (NCCEA) is a sub region organization of the County Engineers Association of California (CEAC).

The membership of the NCEEA is comprised of California's 15 Northern California's County Departments of Public Works.

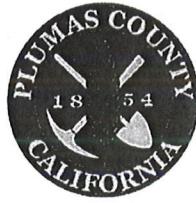
The NCCEA conducts an annual safety competition among its membership.

In 2015, the Board may recall that the Plumas County Department of Public Works was the award recipient of the “2014 Golden Grader Award.”

The Director of Public Works is proud to announce that the Plumas County Department of Public Works was recently announced as the award recipient of the “2016 Golden Grader Award.”

Action:

Submission of this Agenda Request is to enable the Board of Supervisors to conduct a dialogue with staff of the Department of Public Works in regard to the Department's appreciation and commitment to the importance of the Plumas County safety programs.



5B

PLUMAS COUNTY ENGINEERING DEPARTMENT
555 Main Street • Quincy, Ca 95971 • (530)283-6492 • (530)283-6323
Robert A. Perreault, Jr., P.E. *County Engineer*

CONSENT AGENDA REQUEST

For the May 16, 2017 meeting of the Plumas County Board of Supervisors

May 8, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer

Subject: Authorize Budget Transfer of \$10,000.00 from Regular Wages, 51000; to Toner, 520226; Paper Supplies, 520220; and Transfers, 580000 within the Engineering budget.

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

Background:

The current situation within the Engineering budget unit is that there are not enough funds to purchase toner, copy paper and process transfers within departments.

There are surplus funds available in Regular Wages in FY16/17 due to unanticipated vacancies within the department.

The attached budget transfer has been reviewed and approved by the County Auditor.

Recommendation:

The County Engineer respectfully recommends that the Board of Supervisors approve the attached budget transfer to transfer \$10,000.00 from Regular Wages to Toner, Paper Supplies and Transfers, within the Engineering budget.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Engineering Department Dept. No: 20210 Date 4/26/2017

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input checked="" 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) Copy Machine & Transfer expense not budgeted

B) Unanticipated vacancies due to people promoting out of the Engineering Department.

C) Payment needs to be made from FY 16/17 budget

D) _____

Approved by Department Signing Authority: Danner Funk

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: John Danner

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.

5c

DATE: May 1, 2017

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory J. Hagwood

RE: Agenda Item for the meeting of May 16, 2017

Recommended Action:

Receive the Update and Report of Accomplishments of the Plumas County Fire Prevention Specialist.

Background and Discussion:

As the Board will recall, Sue McCourt is serving under contract as the county's Fire Prevention Specialist. Funded through Title III, her scope of work includes a wide range of Firewise and Community Wildfire Protection Planning duties and activities.

The attached report, taken from the scope of work for the position, summarizes her numerous accomplishments to date. Task 6 is a update to this Board. At this time the Board is asked to receive and file this report of accomplishments.

If you have any questions, please don't hesitate to contact Nick Dawson at 283-7438 or me at 283-6389.

Summary of Activities August 2016 – April 2017
Fire Prevention Specialist

Community Wildfire Evacuation Route Map Project

- Genesee evacuation map completed
- 125 map books (23 evacuation maps) updated for PSCO field units and County Fire Chiefs
- Maps posted on line at www.plumascounty.us - Office of Emergency Services department. Print and geospatial PDF maps available for download.

Firewise support

- Support to Firewise Community boards / committees
- Hosted 2nd Annual Plumas County Firewise Coordinators meeting
- Sloat – Cromberg – Camp Layman Firewise Community Assessment
- Firewise Community program and emergency preparedness presentation to “C” Road Community Service District
- Contribute updates to Plumas County’s Office of Emergency Services fire related webpages
- Provide Firewise related opportunities and efforts in county to the Plumas Fire Chiefs Association

Emergency Preparedness

- Emergency preparedness messages / presentations for communities of Plumas Eureka, Greenhorn, Gold Mountain and Sloat – Cromberg – Camp Layman Firewise Day events.

Plumas County Tree Mortality Task Force

- Member of Public Information group of PCTMTF.
- Facilitated website content for public education on tree mortality in Plumas County. Webpages located at www.plumascounty.us - Office of Emergency Services Department
- Designed and produced Plumas County Tree Mortality poster for display at Firewise events

Support to Plumas County Firesafe Council

- Led joint effort to create Plumas Firesafe Council’s new website. www.plumasfiresafe.org.
- Participate with Feather River Stewardship Coalition
- Provided articles, support and content review of 2017 “Living with Fire” newspaper tabloid.

Continued implementation of action items in Communication Plan: Fire Protection in Plumas County- Public Education and information relating to residents residing outside a Fire District.

- Continued discussions and providing assistance to fire districts for outreach of out of fire district residents in their response area. Updated Communication Plan, pending review.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

50

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

ELLIOTT SMART
DIRECTOR

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

DATE: MAY 5, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 16, 2017

RE: ADOPT A RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION
ALLOCATION FOR THE DEPARTMENT OF SOCIAL SERVICES



It is Recommended that the Board of Supervisors

1. Approve the enclosed Resolution amending the FY 2016-2017 Plumas County position allocation for the Department of Social Services, Department # 70590.
2. Authorize the Department to fill the position.

Background and Discussion

The Board of Supervisors is already aware that case counts for some of the Department of Social Services assistance programs have reached historic levels. In particular, case counts in the Medi-Cal and CalFresh programs have grown significantly. While there are some signs that growth in these programs may abate, it is likely that a good part of the growth will remain over the course of time. Individual caseloads have grown to the point where additional staffing is needed to maintain processing standards that are mandated by the state.

The position classification that performs initial and continuing eligibility determinations for these programs is the Eligibility Specialist. The Department's current allocation is 7.00 FTE's. The matter before your Board today is to increase the allocation to 8.00 FTE's.

Financial Impact

The annual cost of an Eligibility Specialist at the "A" step of the pay range is estimated at about \$41,500 per year (with benefits). The Department has sufficient funding

available in the current year budget to cover these costs for the month or so that remains in the current year.

The costs for Eligibility Specialists for Medi-Cal and CalFresh are nearly fully funded by State and Federal revenues. A very small part of this cost falls to 1991 Realignment dollars. There are no County General funds affected by adding this position.

Copies: DSS Management

Enclosure

RESOLUTION NO. 2017-

**ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION
ALLOCATION FOR SOCIAL SERVICES DEPARTMENT #70590**

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

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, the additional allocated position is necessary in the daily operational needs of the Social Services Department; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2016-2017 Position Allocation for fund #70590; and

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

Approve the amendments to the Fiscal Year 2016/2017 Position Allocation for the following positions:

<u>Social Services #70590</u>	Current FTE	Proposed FTE
Eligibility Specialist I, or	7.00	8.00
Eligibility Specialist II, or		
Eligibility Specialist III		

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 16th day of May, 2017 by the following vote:

AYES:

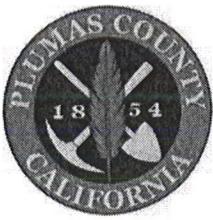
NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board



5E

DEPARTMENT OF FACILITY & AIRPORT SERVICES

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

Dony Sawchuk
Director

Board Meeting: May 16, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Plumas County OHV Trail Program Update: Benefits Associated with OHV Recreation in Plumas County**

Background

Grants and Cooperative Agreements Program Overview:

The Grants and Cooperative Agreements Program (Grants Program) provides for well managed off-highway vehicle recreation in the State of California by providing financial assistance to cities, counties, districts, federal agencies, state agencies, educational institutions, federally recognized Native American Tribes, and nonprofit entities.

The Grants Program supports the planning, acquisition, development, maintenance, administration, operation, enforcement, restoration, and conservation of trails, trailheads, areas, and other facilities associated with the use of off-highway motor vehicles, and programs involving off-highway motor vehicle safety or education.

California Parks Division along with OHV Commissioners toured our work in Plumas County. The following is a statement by the group in response to what they had witnessed:

"I wanted to take this opportunity to thank you for sharing your time and vision of OHV opportunities in Plumas County and the National Forest. I was impressed with the level of commitment to develop high quality, sustained off-highway recreation in your County. The Commissioners were impressed and some went out after the tour for their time in the recreation areas. I hope you found the tour worth your time and that it can act as a further catalyst to the cooperative efforts that have kept OHV afloat in Plumas County. I know that OHMVR staff have been working with Plumas to get through the administrative issues that have prevented them from tackling some of these issues on their own. Meanwhile, I hope that your forward moment and teamwork continues as it will act as a multiplier in any project that is developed."

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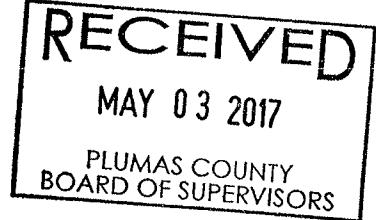
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LETTER OF AGREEMENT

May 3, 2017

County of Plumas
520 Main Street Room 309
Quincy, California 95971



To the Board of Supervisors,

As per your request, I have prepared a letter of agreement that when signed by both parties, shall be a valid and binding agreement between Big Fish Creations, a California business having offices at 1010 Jamison Road, Graeagle, California 96103, and County of Plumas (the "Client"), a California business having offices at 520 Main Street Room 309, Quincy, California, 95971, in which Big Fish Creations agrees to maintain and support the Explore Plumas County website via a monthly retainer agreement.

1. Description of Work

The main focus of the monthly retainer will be to handle the entry and promotion of annual events, site maintenance and fulfillment, including workflow notifications and follow-up. Additional focus will be on the creation of banner ads and advertising combined with Social Media posts/integration, email marketing, and SEO optimization.

2. Term:

The term of this Agreement shall commence on the date listed above and shall continue thereafter in full force and effect until cancellation by either party (see item #6). In addition, any price changes will be submitted in writing by Big Fish Creations for approval by the Client.

3. Big Fish Creations Services:

Big Fish Creations may perform the following services as needed, amortized on a monthly basis:

GO-TO-MARKET On line mediums, announcements, print collateral, tracking, traffic statistics. 360-DEGREE BRANDING Product and client identity: logos, tags, etc. SOCIAL BRANDING AND MARKETING INTEGRATION Online social presence with the integration of marketing strategies, CONCEPTUAL CREATIVE DIRECTION Multi-mediums for advertising and marketing campaigns and promotions. MARKETING AND RESEARCH PLANS Analysis, implementation. RESEARCH AND DEVELOPMENT Competitive set, market segments, target audience and price structure. PUBLIC Relations Existing profile of your business and crisis management plan. COPYWRITING Multi-paged campaigns to powerful single word concepts. PHOTOGRAPHY and PHOTO ENHANCEMENT Studio or on-site plus advanced corrections, techniques, effects. GRAPHIC DESIGN Custom ARTWORKS Cutting edge design and branding that works, 3D, 2D, etc. Website Development Online presence, business or personal. Advanced front and back-end development and design. Standards compliant websites including advanced programming languages. Search engine optimization. EVALUATION OF WEB SITE INTERFACE Web site interaction, client response and feed back of design augmentation. E-MAIL MARKETING STRATEGIES Promotional offers, relationship marketing, packages, web trends, and up-sell and cross sell strategies, design.

In other words, this retainer agreement covers all of the above services as needed, but is limited to the hourly and/or annual time detailed in Section 7.

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4. Additional Costs:

The compensation estimate (See Section #7) INCLUDES fees for domain hosting, monthly storage and e-mail accounts. Outside costs such as supplies, additional photography, copy & printing services, long distance telephone, travel and shipping, court and/or legal fees, will be over and above the compensation amount and billed at net costs. This agreement INCLUDES domain registration fees.

5. Independent contractors:

Should Big Fish Creations elect to hire freelance employees, Big Fish Creations will be solely responsible for any and all necessary taxes and insurance incurred on their behalf.

6. Cancellation:

The Client and/or Big Fish Creations may request cancellation of this agreement, but must do so in writing. Furthermore, upon cancellation, The Client is obligated to pay any unpaid design fees as “payoff” for this agreement. [See section 8]

7. Compensation:

Compensation for Big Fish Creations services (see section #3) hereunder shall be as follows:

Compensation for Monthly Retainer Services **\$ 600 (per month)**

This compensation covers an estimated 5 hours total time of services listed in Section #3. In addition, the retainer will cover the annual fees associated with hosting and registering the website, roughly \$450 per year.

8. Payment Schedule:

The Client will be invoiced by Big Fish Creations monthly, and remit the total retainer services fee [See Section #7] to Big Fish Creations each month. If the hours per month are exceeded, and/or not reached, they will carry over into the next month. In the event Client exceeds maximum estimated annual hours, i. e. 96 total annual hours, Big Fish Creations will notify Client ahead of time. An accounting of hours will be kept by Big Fish Creations and be made available to Client per their request.

9. Scope of Work:

The retainer specifically focuses mainly on the following tasks:

- ◆ Enter, update and maintain the Calendar of Events
- ◆ Analysis of Web Site Statics, Traffic Trends and Optimization
- ◆ Provide Content for the Facebook and Twitter Accounts
- ◆ Create Banner Ads
- ◆ Add Images as Needed, or Requested by Client
- ◆ Refresh or add New Copy
- ◆ Answer all Workflow Notifications

However, the Client has the ability to use the retainer to cover any service provided by Big Fish Creations on the list in Section # 3.

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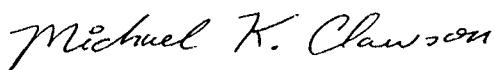
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Thank you for allowing me to prepare this agreement letter. Please feel free to contact me if you have any questions. If the foregoing meets with your approval, please sign in the space indicated and return one copy to the address or fax below.

Very truly yours,



Michael K. Clawson
Big Fish Creations

ACCEPTED AND AGREED:

Signed: _____

Print: _____

Title: _____

Date: _____