



## **BOARD OF SUPERVISORS**

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

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

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

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

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

**AGENDA FOR REGULAR MEETING OF AUGUST 7, 2018 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) CLERK OF THE BOARD**

Approve Board minutes for July 2018

#### **B) FACILITY SERVICES**

- 1) Ratify contract, not to exceed \$1,500, and authorize the Auditor/Controller to pay claims to Aramark Uniform Services back to May 2018 for service of Portola Memorial Hall; approved as to form by County Counsel
- 2) Adopt **RESOLUTION** approving the Applicant to Apply for Grant Funds for the State of California Department of Parks and Recreation Off-Highway Vehicle Grant Funds

#### **C) DISTRICT ATTORNEY**

Approve and authorize the District Attorney to sign five-year Equipment Lease Agreement between County of Plumas and Ray Morgan Company (\$2,218.40 per year) for Canon copier; approved as to form by County Counsel

#### **D) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign FY 2018-2019 Services Agreement between County of Plumas and Gary Ernst, not to exceed \$15,000, to complete state and county mandated cost reports and revenue expenditure reports; approved as to form by County Counsel
- 2) Authorize Behavioral Health to recruit and fill vacant, funded and allocated 1.0 FTE Licensed Vocational Nurse I/II, Registered Nurse I/II, or Psychiatric Nurse I/II
- 3) Authorize payment of \$5,700 to Community Recovery Resources by extending the current contract for 30 day stay for hospitalization of a citizen for residential treatment

**E) PROBATION**

Authorize the Probation Department to recruit and fill vacant, funded and allocated 1.0 FTE Department Fiscal Officer I/II position, created by transfer to another county department

**F) PUBLIC HEALTH AGENCY**

- 1) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Public Health Program Division Chief Position, created by promotion
- 2) Approve and authorize the Chair to sign Agreement #NORCAL-MADDY with Northern California Emergency Medical Services for the administration of the Emergency Medical Services Fund (aka Maddy Fund), approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign Subcontract Number MAA1621DA-AS with the District Attorney, Alternative Sentencing for the Medi-Cal Administrative Activities Program, and ratify agreement effective July 1, 2016, approved as to form by County Counsel.
- 4) Approve and authorize the Chair to sign the following service agreements related to the Hospital Preparedness Program for Fiscal Year 2018-2019; and ratify agreement effective July 1, 2018, approved as to form by County Counsel.
  - Eastern Plumas Health Care (HPP1819EPH) \$2,567
  - Plumas District Hospital (HPP1819PDH) \$2,567
  - Seneca Health Care District (HPP1819SHD) \$2,567

**G) SOCIAL SERVICES**

Authorize Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Eligibility Specialist I/II/III position, created by promotion

**H) SHERIFF**

Approve and authorize the Chair to sign contract, not to exceed \$40,000, between County of Plumas and DeMartile Automotive, Inc. for service and repair of Sheriff's vehicles; approved as to form by County Counsel

**I) INFORMATION TECHNOLOGY**

- 1) Authorize payment of \$8,658.10 to Strategy 7 Corporation, without a contract, for FY 2018-2019 software support
- 2) Approve Megabyte Systems software maintenance agreement (\$9,004.90 per month) for FY 2018-2019; approved as to form by County Counsel

**J) PUBLIC WORKS**

- 1) Award bid of \$64,604.18 to Contech Engineered Solutions, LLC for furnishing materials for 50' span pedestrian bridge, SR70 East Quincy Pedestrian Improvement Project
- 2) Approve Plans and Specifications for the upcoming SR70 East Quincy Pedestrian Improvement Project; and authorize the Public Works Department to begin formal advertisement for construction bids, subject to approval by County Counsel of bid documents

## **2. ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

Briefing on the Alliance for Workforce Development, Inc. operations in Plumas County

### **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

### **Convene as the Flood Control & Water Conservation District Governing Board**

#### **3. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault**

Authorize the Chair of the Governing Board to sign a letter response to the California Department of Water Resources, July 13, 2018 "Notice of Preparation of an Environmental Impact Report for the Proposed State Water Project Water Supply Contract Amendments for Water Management and California WaterFix"; discussion and possible action

### **Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

#### **4. DEPARTMENTAL MATTERS**

##### **A) 10:15 A.M. - ENGINEERING – Robert Perreault**

**PUBLIC HEARING:** Adopt **RESOLUTION** amending the Master Fee Schedule to Establish New, and Revise Existing Engineering Department Fees for Various Development Applications. **Roll call vote**

##### **B) PUBLIC WORKS – Robert Perreault**

**1) PUBLIC HEARING:** Adopt **RESOLUTION** amending the Master Fee Schedule to Establish New, and Revise Existing Public Works Department Fees for Development Applications, Encroachment Permits, Transportation Permits and Disposal Fees. **Roll call vote**

**2) Solid Waste Division:** Approve budget transfer of \$16,500 from Fixed Assets (548211) to Administrative Expense (527900) to cover expenses for FY 2017-2018; discussion and possible action

##### **C) PLANNING – Randy Wilson**

**1)** Approve and authorize the Planning Director to sign Agreement for Contract Employee Services between County of Plumas and Leah Wills for work on water planning issues to June 30, 2019; approved as to form by County Counsel

**2)** Approve and authorize the Planning Director to sign Agreement between County of Plumas and Hinman and Associates Consulting, Inc. to provide professional services to assist Plumas County Flood with support services to the Upper Feather River Integrated Regional Water Management Plan Program; approved as to form by County Counsel

#### **5. BOARD OF SUPERVISORS**

A. Recognize August 2018 as *Plumas County Employee Appreciation Month*; discussion and possible action

B. Discussion and possible action regarding Plumas County Business License

C. Discussion and possible action regarding recruitment/salary for the position of County Administrator

D. Correspondence

E. 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**

**6. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Social Services Director/Public Guardian Public Conservator
- B. Personnel: Public employee performance evaluation – Planning Director
- C. Personnel: Public employee performance evaluation – Director of Public Works
- D. Conference with Legal Counsel: Claim Against the County filed by Jennifer Ford on June 15, 2018
- E. Conference with Legal Counsel: Claim Against the County filed by Laurel Paschal on June 15, 2018
- F. Conference with Real Property Negotiator, Tony Hobson, Ph.D.: Subleases located at 414 Main Street, Greenville; and 372 Main Street, Chester
- G. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009, Court of Appeal Third Appellate District Case No. C082315
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (three cases)
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- J. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, August 14, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

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Kevin Correira  
Director

Board Meeting: August 7, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: **Ratify Contract and authorize the Auditor to pay claims to Aramark Uniform Services back to May 2018.**

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### Background

A Service Agreement was not done for the fiscal year 17/18 to pay Aramark Uniform Services for service to the Portola Memorial Hall. Therefore we have several invoices due dated back to May 2018.

### Recommendation

Approve and authorize the Board Chair to sign retroactive contract between Plumas County and Uniform Services.

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

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

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

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

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

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

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

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 17th of August, 2018, by the following vote:

**AYES:** SUPERVISORS:

**NOES:** SUPERVISORS:

**ABSTAIN/ABSENT:** SUPERVISORS:

**ATTEST:**

Chair of the Board of Supervisors

lc

WELLS  
FARGO

# Equipment Lease Agreement

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

**Customer Information:**

Customer's Full Legal Name ("You" and "Your"):  
County of Plumas

**Supplier Information:**

Supplier Name ("Supplier"):  
Ray Morgan Company

**Address:**

520 Main Street

**Address:**

3131 Esplanade

City/State/Zip Code:  
Quincy, CA, 95971

City/State/Zip Code:  
Chico, CA, 95973

Telephone Number:  
530 283 6350

Federal Tax ID #:  
94-600528

County:  
Plumas

**Equipment Information:**

See Attached Equipment Schedule

Equipment Location (if different than address shown above):

Plumas County DA Office, 520 Main Street, Room 404

**Quantity**

Equipment Make, Model & Serial Number

**Quantity**

Equipment Make, Model & Serial Number

1

Canon IR-ADV 6555ii

**Term And Payment Information:** Initial Term: **60** months

Payment\*: **\$554.60** (\*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: **QTR**

Security Deposit: **\$**

Documentation/Processing Fee: **\$75.00**

Advance Payment: **\$** applied to:

1st Payment

Last Payment

1st and Last Payments

Purchase Option: Fair Market Value

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease.

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

**2. TERM; AUTOMATIC RENEWAL.** The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"), subject to Section 14. As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You notify Us in writing at least 30 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term, then: (a) this Lease will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of this Lease will continue to apply.** If You do notify Us in writing within the Notice Period that You intend to purchase or return all of the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancelable for the full Term, subject to Section 14.**

**3. UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever, subject to Section 14; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

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

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

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect

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

Customer: (Identified above)



By:

David Hollister, SBN 162450

Date:

7 / 13 / 18

Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")

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

Print name: Plumas County District Attorney

Title: 520 Main Street, Room 404

Quincy, CA 95971

Print name:

Title:

Agreement Number:

Approved as to form:  
  
 Gretchen Stuhr  
 Deputy Plumas County Counsel

7/19/18

Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for performing one or more of Your governmental functions and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

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

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

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

**11. DEFAULT; REMEDIES.** You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You file, or there is filed against You, a case or proceeding under any bankruptcy, insolvency or other similar laws, or (5) You suffer an adverse change in Your financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, and (ii) all remaining Payments for the remainder of Your then-current fiscal period (such amounts specified in sub-clauses "i" through "ii" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossession, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment. In the event We are successful in remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

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

**13. APPLICABLE LAW; SEVERABILITY.** This Lease shall be deemed fully executed and performed in the State in which You are located. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. GOVERNMENTAL PROVISIONS.** You hereby represent, warrant and covenant to Us that: (a) You intend, subject only to this Section 14, to remit to Us all sums due and to become due under this Lease for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Your governing body fails to appropriate sufficient funds to pay all Payments and other amounts due and to become due hereunder in Your next fiscal period ("Non-Appropriation"), then (i) You shall promptly notify Us of such Non-Appropriation, (ii) this Lease will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) You shall return the Equipment to Us pursuant to Section 12. Your obligations under this Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies. You further represent, warrant and covenant to Us that: (a) You have the power and authority under applicable law to enter into this Lease and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Lease by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Lease, (c) all legal and other requirements have been met, and procedures have occurred, to render this Lease enforceable against You in accordance with its terms, and (d) You have complied with all public bidding requirements applicable to this Lease and the transactions contemplated hereby.

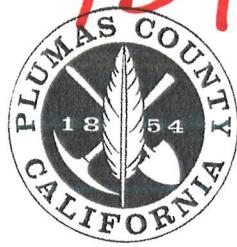
**15. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements, current budgets and/or proof of appropriations for each ensuing fiscal period upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection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

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

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Tony Hobson Ph.D., Director



DATE: July 20, 2018

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

## **Recommendation**

It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign contracts; Gary Ernst.

## **BACKGROUND AND DISCUSSION:**

This contract for services is with Gary Ernst his services are required to complete the Department of Behavioral Health Services in completing state and county mandated cost reports, and revenue expenditure reports. This contract has been approved to form by County Counsel, and the compensation limit is \$15,000.00

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

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

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Tony Hobson, Ph.D., Director



DATE: August 7, 2018

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Licensed Vocational Nurse I/II, Registered Nurse I/II or Psychiatric Nurse I/II.

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## Recommendation

1. Approve the filling of the vacant, allocated position of 1.0 FTE Behavioral Health Licensed Vocational Nurse I/II, Registered Nurse or Psychiatric Nurse I/II within Department 70570, which was already allocated and funded in the 2017-2018 budget and is proposed in the 2018-2019 budget.

## Background and Discussion

On July 22, 2018, the Behavioral Health Licensed Vocational Nurse II resigned. This position was approved in the Behavioral Health Department 2017-2018 budget and is proposed in the 2018-2019 upcoming budget. The Department is seeking Board approval to refill the allocated and funded 1.0 FTE position.

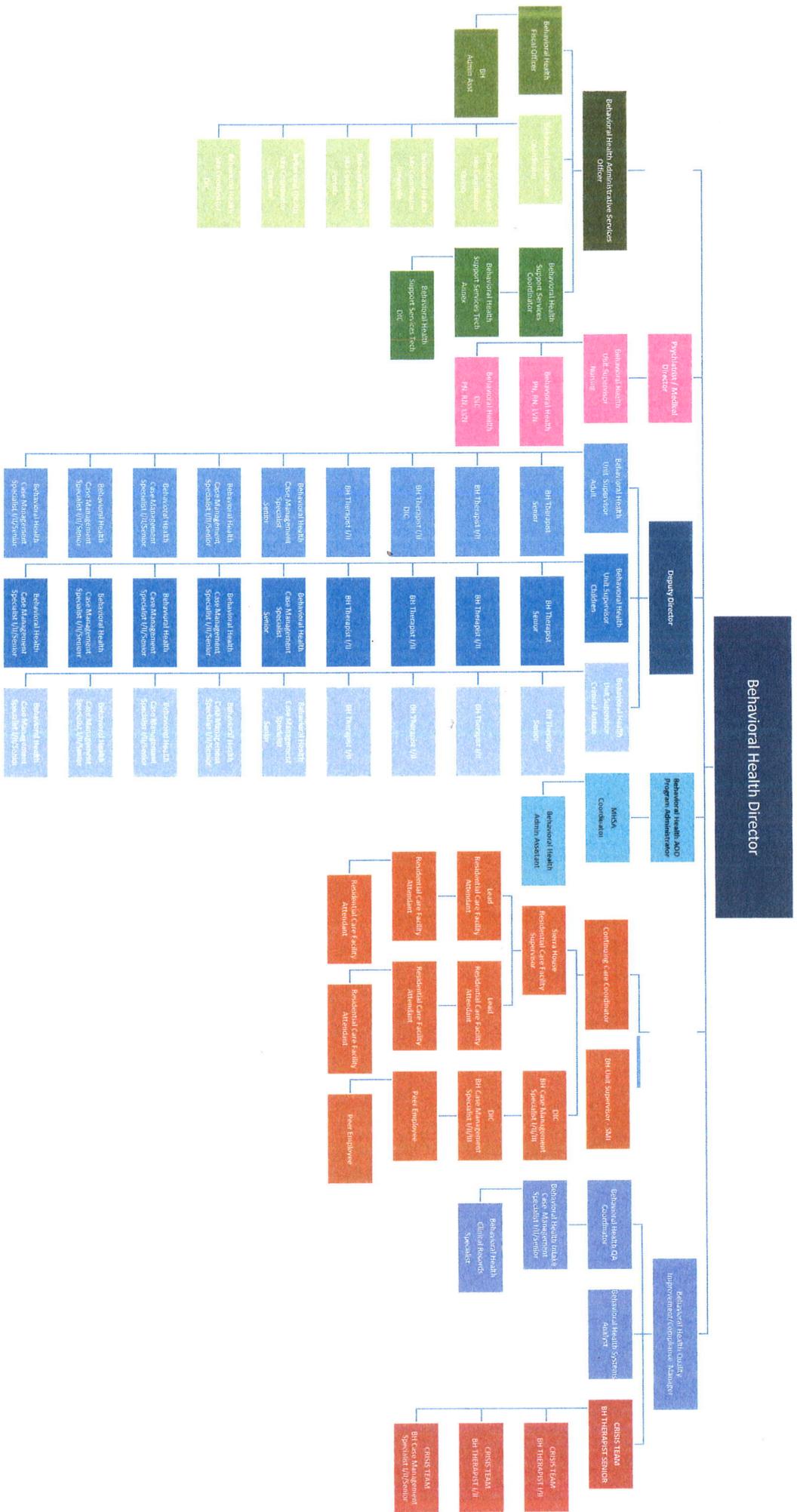
This position would be filled without the use of any General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter. The critical staffing questionnaire and org chart are attached.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: Plumas County Behavioral Health requests to fill 1.0 FTE Licensed Vocational Nurse I/II, Registered Nurse I/II, or Psychiatric Nurse I/II. Board Meeting of August 7, 2018.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes.
- Why is it critical that this position be filled at this time? With the loss of 1.0 FTE nursing positions from termination, delivery of services to the at-risk population will be severely delayed.
- How long has the position been vacant? 1.0 FTE vacant due to a resignation on 7/22/2018.
- Can the department use other wages until the next budget cycle? The department is currently using other wages; however, due to training requirements and timely delivery of critical services, the nursing position must be a permanent FTE.
- What are staffing levels at other counties for similar departments and/or positions? The same or greater.
- What core function will be impacted without filling the position prior to July 1? Medication administration and nursing support for an at-risk population.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? None.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? There is no fiscal impact on the general fund.

Plumas County  
Behavioral Health Department  
September 2016



**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

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Director Tony Hobson, Ph.D.



1D3

DATE: July 26, 2018

TO: Honorable Board of Supervisors

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

SUBJECT: (1) Approve and authorize payment to Community Recovery Resources

1. It is respectfully requested that the Board of Supervisors approve and authorize payment Community Recovery Resources in the amount of \$ 5,700.00

**Background and Discussion**

On May 4, 2018 Plumas County Behavioral Health Clinician authorized the hospitalization of a Plumas County citizen for residential treatment. The Clinician recommended an extended 30 day stay, exceeding the contracted monetary limit.

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



Community  
Recovery  
Resources

INVOICE

7/19/2018

FEDERAL TAX I.D. #: 94-2275091

Plumas County Behavioral Health  
Attn. Fiscal Officer  
270 County Hospital Road #109  
Quincy, CA 95971

Supplemental Invoice

Plumas County Behavioral Health

Residential/Transitional

Fiscal Year 17/18

Services: June-18

Previous Balance Unpaid.			
RESIDENTIAL FACILITIES			
NEW CHARGES			
Services Description			\$ 3,000.00
Counseling Individual			
Counseling Groups			
Peri Individual			
Peri 1.5hr Group			
Peri 3hr Group			
Transitional 600 mo. 19.73 a day			
Transitional w/ 1 child 625 mo. 20.55 a day			
Transitional w/ 2 children 650mo. 21.37			
Residential/Detox	30		
Residential/Detox		@ \$ 100.00 = \$	3,000.00
Residential/Detox		@ \$ 100.00 = \$	
Residential/Detox		@ \$ 100.00 = \$	
Residential/Detox		@ \$ 100.00 = \$	
Residential/Detox		@ \$ 100.00 = \$	
Residential/Detox w/ child		@ \$ 120.00 = \$	
Residential/Detox w/ 2 children		@ \$ 130.00 = \$	
UA		@ \$ 20.00 = \$	
		Current Charges	\$ 3,000.00
TOTAL DUE.			
			\$ 3,000.00

"I CERTIFY that I am the official responsible for the administration of Drug Program services in and for said claimant; that I have not violated any of the provisions of Sections 1090 through 1096 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct and in accordance with the law".

xx Kelly Erickson  
Signature Direct Contract Provider Administrator

7/19/2018  
Date

Executed at: Auburn, CA

Please remit all payments to:

Community Recovery Resources P.O. Box 6028 Auburn CA 95604

For questions regarding invoice please contact our billing office at 530-878-5166



## BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Suite 109, Quincy, CA 95971  
Phone (530) 283-6307 Fax (530) 283-6045

**ALCOHOL and /or OTHER DRUG RESIDENTIAL TREATMENT  
REFERRAL and PAYMENT AGREEMENT**

Plumas County Behavioral Health Services hereby agrees to pay for residential treatment as follows:

Client name

Date of Birth 6/28/1980

Name of residential facility:

Hope House - CORR

Date of entry: 6/4/18

The above-named client is referred for residential treatment for the period of, but not limited to 30 days.

Please contact me with any questions

Kathleen Schwartz

Kathleen Schwartz, LMFT  
Behavioral Health Unit Supervisor  
530-283-6307



Community  
Recovery  
Resources

INVOICE

FEDERAL TAX I.D. #: 94-2275091

7/19/2018

Plumas County Behavioral Health  
Attn. Fiscal Officer  
270 County Hospital Road #109  
Quincy, CA 95971

Supplemental Invoice

Plumas County Behavioral Health
Residential/Transitional
Fiscal Year 17/18
Services. May-18

Previous Balance Unpaid.

RESIDENTIAL FACILITIES

Services Description	# days	Rate	Total
Counseling Individual		\$ 76.91 = \$	
Counseling Groups		\$ 30.89 = \$	
Peri Individual		\$ 81.93 = \$	
Peri 1.5hr Group		\$ 38.56 = \$	
Peri 3hr Group		\$ 84.43 = \$	
Transitional 600 mo. 19.73 a day		\$ 600.00 = \$	
Transitional w/ 1 child 625 mo. 20.55 a day		\$ 20.55 = \$	
Transitional w/ 2 children 650mo. 21.37		\$ 650.00 = \$	
Residential/Detox		\$ 100.00 = \$	
Residential/Detox	27	\$ 100.00 = \$	2,700.00
Residential/Detox		\$ 100.00 = \$	
Residential//Detox		\$ 100.00 = \$	
Residential//Detox		\$ 100.00 = \$	
Residential//Detox		\$ 100.00 = \$	
Residential//Detox		\$ 100.00 = \$	
Residential//Detox w/ child		\$ 100.00 = \$	
Residential//Detox w/ 2 children		\$ 120.00 = \$	
UA		\$ 130.00 = \$	
		\$ 20.00 = \$	
Current Charges		\$ 2,700.00	

TOTAL DUE.

\$ 2,700.00

"DIRECT CONTRACT PROVIDER CERTIFICATION"

"I CERTIFY that I am the official responsible for the administration of Drug Program services in and for said claimant; that I have not violated any of the provisions of Sections 1090 through 1096 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct and in accordance with the law".

xx Belle Erickson 7/19/2018

Signature Direct Contract Provider Administrator

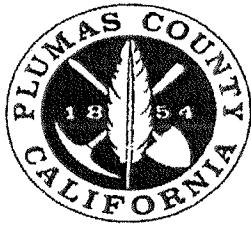
Date

Executed at: Auburn, CA

Please remit all payments to:

Community Recovery Resources P.O. Box 6028 Auburn CA 95604

For questions regarding invoice please contact our billing office at 530-878-5166



## BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Suite 109, Quincy, CA 95971  
Phone (530) 283-6307 Fax (530) 283-6045

### ALCOHOL and /or OTHER DRUG RESIDENTIAL TREATMENT REFERRAL and PAYMENT AGREEMENT

Plumas County Behavioral Health Services hereby agrees to pay for residential treatment as follows:

Client name \_\_\_\_\_

Date of Birth 6/28/1980

Name of residential facility:

CORR – HOPE HOUSE

Date of entry: May 4, 2018

The above-named client is referred for residential treatment for the period of, but not limited to 30 days.

Please contact me with any questions,

*Kathleen Schwartz LMFT*

Kathleen Schwartz, LMFT  
Behavioral Health Unit Supervisor  
530-283-6307



IE

Erin Metcalf, Chief Probation Officer

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Plumas County Probation Department  
270 County Hospital Road, Ste. 128  
Quincy, CA 95971

DATE: August 7, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Department Fiscal Officer

Q

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### Recommendation

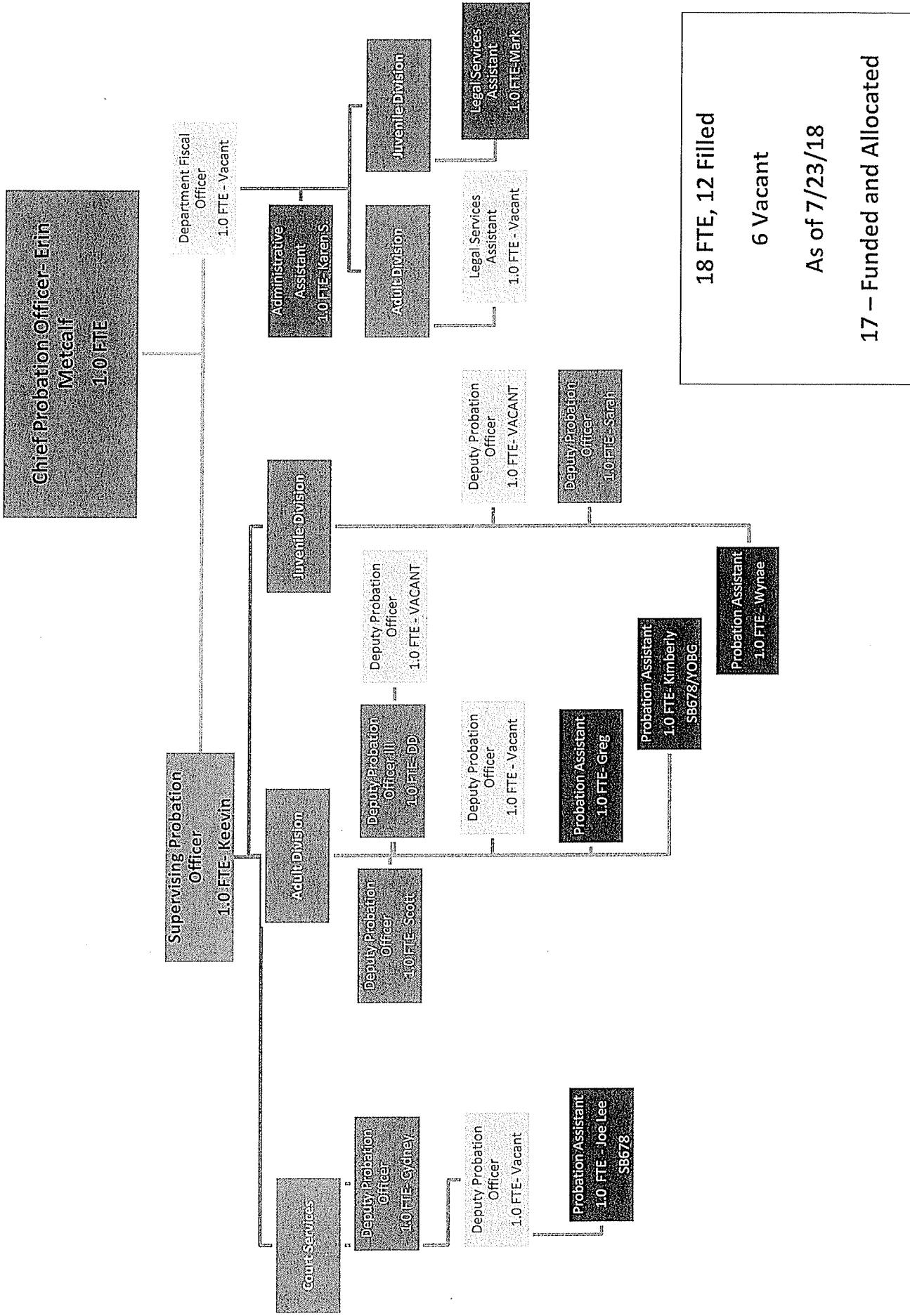
Approve the filling of the vacant 1.0 FTE Department Fiscal Officer position which was allocated and funded in the 2017-2018 budget and has funding appropriated in proposed 2018-2019 recommended budget.

### Background and Discussion

July 24, 2018 was the Department Fiscal Officer's last day in the Probation Department; he accepted a position with another County department which created a vacancy in the department's allocations. This position is approved in the Probation Department's 2018-2019 budget and was fully funded in the 2017-2018 budget year in the General Fund (20400) 1.0 FTE. In the budget request for 2018-2019, the Department Fiscal Officer position is funded exactly the same as the prior year; 1.0 FTE General Fund (20400).

Therefore, we respectfully request the approval to refill the Department Fiscal Officer position.

# Plumas County Probation Department 2018-2019 Organization Chart



## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the Department Fiscal Officer position is a legitimate business justification due to the financial and budgetary oversight necessary to the fiscal and administrative management within the Probation Department.
- Why is it critical that this position be filled at this time? The main function of this position is covering a wide range of required administrative responsibilities, such as assisting the Chief Probation Officer in financial matters and grant compliance requirements.
- How long has the position been vacant? The former Department Fiscal Officer's last day was July 24, 2018. The position has been vacant for fourteen days.
- Can the department use other wages until the next budget cycle? Other wages are not suitable in recruiting, hiring, and retaining a Department Fiscal Officer.
- What are staffing levels at other counties for similar departments and/or positions? Other county Probation Departments of similar size use a comparable number of Department Fiscal Officers.
- What core function will be impacted without filling the position prior to July 1? Timely flow and completion of claims, contracts, related accounting documents and time sensitive grant requirements would be negatively impacted without the Department Fiscal Officer.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? There is potential for the Probation Department to suffer the loss of revenue from State grants without proper management of revenue and expenditures. Most grants require applications to receive the funding and a plan of expenditures uses for the current and upcoming budget year.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? Probation is a general fund department that is partially off-set by grants.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? Probation does not expect unbudgeted audit exceptions that will affect the general fund.

- Does the budget reduction plan anticipate the elimination of any of the requested positions? Probation is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? Most of the Department Fiscal Officer's wages are borne from the General Fund and is off-set 48.5% by grant funding.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Yes, there are reserves in SB678, YOBG, and JCPA. Although, this position is already partially off-set to the maximum amount allowable for duties performed to manage each grant.

## DEPARTMENT FISCAL OFFICER II

### DEFINITION

Under direction, to be responsible for the development, maintenance, and tracking of a Department's fiscal information and data; to perform a variety of administrative, staff, and office management duties for an assigned department; to assign, schedule, coordinate, supervise, and evaluate the work of assigned staff; to perform a variety of difficult, complex, and specialized information gathering, information preparation, and public relations assignments; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is a specialist classification for the positions which have primary responsibility for the development and maintenance of Department fiscal records and information in one of the County's larger departments such as Social Services, Public Works, Mental Health, and Public Health or departments having several complex diversified budget units. Responsibilities also include supervising, overseeing, and performing a variety of administrative, staff, and office management functions. Incumbents report directly to the Department Head. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Department.

### REPORTS TO

A County Department Head

### CLASSIFICATIONS DIRECTLY SUPERVISED

Various Office, Fiscal, and Program Support Staff depending upon the department to which a position is allocated.

## DEPARTMENT FISCAL OFFICER II – 2

### EXAMPLES OF DUTIES

- Serves as primary fiscal and staff support person for a larger County Department.
- Assists with the development, maintenance, and tracking of the Department's budget.
- Develops, analyzes, maintains and tracks a variety of fiscal and budget control journals, documents, and reports.
- Keeps other Department management aware of the budget status, expenditure levels, and the need to adjust expenditures for specific programs and operating areas.
- Has responsibility for the development, control, and maintenance of specials grants and special grant funding.
- Develops reports and information for grant funding agencies.
- Coordinates Department fiscal data and recordkeeping with the Auditor/Controller and other fiscal control agencies, such as the State and Federal government.
- Performs a wide variety of specialized office management, administrative support, and staff support assignments.
- May coordinate Department personnel activities.
- May assist with long term planning and establishing of Department goals.
- Hires, trains, supervises, and evaluates assigned staff.
- Establishes work schedules and priorities.
- Performs public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions, and procedures.
- Establishes and updates information retrieval systems.
- Oversees the preparation or prepares purchasing documents, facilitating purchasing procedures for the Department.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Operates office equipment.

### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephone, calculators, copies, and FAX.

## DEPARTMENT FISCAL OFFICER II – 3

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules, and regulations.
- Operations, rules, policies, and procedures of the Department where assigned.
- Accounting principles and practices.
- Budget development and control.
- Public and community relations.
- Grant development and administration.
- Administrative analysis.
- Office management methods and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and statistical recordkeeping.
- Personal computers and software applications related to fiscal and administrative support work.
- Principles of supervision, training, and staff evaluation.

#### **Ability to:**

- Perform a wide variety of complex and specialized fiscal administration and support work for an assigned Departments.
- Supervise, train, and evaluate the work of assigned staff.
- Interpret, explain, and apply a variety of County and Department policies, rules and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department and unit budgets.
- Prepare and maintain grant funding records and reports.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for fiscal and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## DEPARTMENT FISCAL OFFICER II – 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

At least one (1) year equivalent to Department Fiscal Officer I or equivalent completion of courses required for a major in Business Administration at an accredited four (4) year college or university.

Special Requirements: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.



IFI

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

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

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 7, 2018

**Recommendation:** Authorize and direct the Director of Human Resources to recruit and fill 1.0 FTE Public Health Program Division Chief Position. This position is vacated due to the promotion of current staff member effective July 2, 2018.

**Background Information:** Public Health has currently allocated 1.0 FTE for the position of Public Health Program Division Chief. The Public Health Agency Budget fully funds salary and benefits for this leadership position. No county general funds are required since this position is fully funded through programs within the Public Health Agency.

The Program Division Chief is responsible to plan, organize, and supervise the functions, services, and programs of the Health Education Division within Plumas County Public Health Agency. The position is responsible for the development and evaluation of health education and outreach programs and services; provides Administrative leadership; represents Health Education Division programs with state, local and community organizations and other government agencies; and performs related work as required. The incumbent works closely with the Public Health Director in the development and administration of public health programs.

The roles and responsibility of the Program Chief is to provide oversight for the development of state and federally required data, reports, financial plans, statistical analysis, policies and procedures, and contract management; reviewing and analyzing legislation and determining effects on organizational procedures and operations; and assure the department's compliance with state and federal laws, department goals and objectives, and county policies and procedures.

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

## CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: August 7, 2018

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 70559 .45 FTE & 70560, .55 FTE

POSITION TITLES: 1.0 FTE Public Health Program Division Chief

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO       

### For Committee use only

Date of Committee Review: \_\_\_\_\_

Determination of Committee?        Recommended  
       Not Recommended

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action:        Approved        Denied

Board Modifications  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

*The Public Health Program Division Chief plays an important role in assisting the Director of Public Health to plan, organize, and supervise the functions, services, and programs of the Health Education Division; development and evaluation of health education and outreach programs and services; provides Administrative leadership; and represents Plumas County Public Health with state, local and community organizations and other government agencies. This position is also directly responsible for managing federal and state funded prevention and specialty medical care programs.*

- Why is it critical that this position be filled at this time?

*The current Public Health Program Division Chief has been promoted to the position of Assistant Director, which leaves the Program Chief position vacant. If the position goes unfilled, important Public Health requirements/activities will fall behind schedule and could affect categorical funding allocations and awards. The Program Chief Position directs a division with 12 full-time FTEs, many of whom have been with the agency less than one year.*

- How long has the position been vacant?

*This position became vacant on July 2, 2018.*

- Can the department use other wages until the next budget cycle?

*All positions are budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages.*

*However, the nature of this leadership position would make it inefficient and ineffective to move forward with an extra help employee. Ongoing vacancies can cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments has resulted in an atmosphere of tension and anxiety in the past, particularly when staff know grant funding exists and will be lost if positions are not filled.*

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

*Other counties with health departments of commensurate size have similar positions to Public Health Program Chief to oversee and manage health education prevention and outreach programs.*

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

*Public Health will be unable to fulfill numerous state and federal grant funding requirements for programs tied to this grant funded position.*

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

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

*Funding cuts have impacted our agency in multiple areas in the past, and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public service, our clients perceive little or no difference in the scope of services they receive. Our current or potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.*

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

No.

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

No.

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

*N/A. This position request is fully funded for the 18-19 fiscal year. Filling this position helps PCPLA draw down grant revenue, including Medicaid Administrative Activities reimbursement, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.*

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

*Yes. The cash reserves for the last three years are as follows:*

FY 14/15 Total Cash Reserves \$563,802  
FY 15/16 Total Cash Reserves \$565,687  
FY 16/17 Total Cash Reserves \$569,172



1F2

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

•

Mark Satterfield, M.D, Health Officer

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

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**Date:** July 16, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 7, 2018

**Recommendation:** Approve and direct the Chair to sign Agreement #NORCAL-MADDY with Northern California Emergency Medical Services for the administration of the Emergency Medical Services Fund (aka Maddy Fund), approved as to form by County Counsel.

**Background Information:** Plumas County established an Emergency Medical Services fund, pursuant to the Maddy Act as defined in Chapter 2.5, Section 1797.98a of the California Health and Safety Code. This mandated program, also referred to as the SB12 Program, is funded by revenue generated from court fines. Funds are intended to reimburse providers for costs associated with care provided to uninsured patients.

Disbursement of funds pursuant to the Maddy Act is administrated by Nor-Cal EMS, and Plumas County Public Health Agency acts as its fiscal agent. Northern California EMS processes all physician and hospital claims for Plumas County. Northern California EMS administers these funds for 8% of the amount of the fund. The remainder of the Fund shall be utilized to reimburse physicians fifty-eight percent (58%) and hospitals twenty-five percent (25%) for patients who do not make payment for emergency medical services and seventeen percent (17%) for other emergency medical services as determined by each county.

Each county may use its seventeen percent (17%) of these funds to support the County EMS Agency that provides oversight of emergency services, such as licensing for EMTs, monitoring ambulance and air transportation services, and expenses related to the maintenance of quality emergency response systems. As the Board may recall on June 15, 2010 you approved use of remaining seventeen percent (17%) to be distributed to the Sheriff's Office to pay for maintenance, repair and lease fees for the mountain top repeaters that are needed for EMS radio service.



IF3

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

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

**Date:** July 2, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 7, 2018

**Recommendation:** Approve and direct the Chair to sign the Subcontract Number MAA1621DA-AS with the District Attorney's Office, Alternative Sentencing for the Medi-Cal Administrative Activities Program, and ratify agreement effective July 1, 2016 approved as to form by County Counsel.

**Background Information:** Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements. The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Med-Cal Program.

**Fiscal Impact:** This subcontract provides for a pass-through of federal Medicaid funds for MAA undertaken by the organizations that result in increased health care coverage and utilization of health care services. PCPHA recovers the costs of administering the MAA claims by withholding 15 percent of the gross amount of Medi-Cal reimbursement received. The payments are contingent upon the County's actual receipt of Medi-Cal reimbursement from the State. Thus, there is no risk to the County if all or part of the anticipated federal revenue is not realized. This arrangement provides a unique opportunity to support enhanced community services at no risk to the County.

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



IF4

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

•

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971

•

(530) 283-6337

•

Fax (530) 283-6425

**Date:** July 10, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 7, 2018

**Recommendation:** Approve and direct the Chair to sign the following service agreements related to the Hospital Preparedness Program for Fiscal Year 2018-2019; and ratify agreement effective July 1, 2018, approved as to form by County Counsel.

HPP1819EPH	Eastern Plumas Health Care	\$2,567.00
HPP1819PDH	Plumas District Hospital	\$2,567.00
HPP1819SHD	Seneca Health Care District	\$2,567.00

**Background:** As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program. Often, in an effort to work effectively and efficiently Public Health contracts with providers to extend programs and/or provide services for various programs.

Plumas County has subcontracted with the three Hospitals (Eastern Plumas Healthcare, Plumas District Hospital and Seneca Healthcare District) to provide activities under the federal Hospital Preparedness Program and related local Health Care Coalition requirements.

**Fiscal Impact:** There is no financial impact on the County General Fund, as these subcontracts are fully funded by the Hospital Preparedness Program through Public Health.

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



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

16  
Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**LESLIE MOHAWK**  
INTERIM DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: July 9, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: LESLIE MOHAWK, INTERIM DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR AUGUST 7, 2018, CONSENT AGENDA

RE: APPROVAL TO FILL A VACANT ELIGIBILITY SPECIALIST POSITION

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

Authorize the Department of Social Services to fill a vacant Eligibility Specialist I/II/III position as soon as administratively possible.

### **Background and Discussion**

The Department of Social Services has experienced a vacancy in the class of Eligibility Specialist I/II/III. This position became vacant on June 25, 2018 due to a promotion.

The Eligibility Specialist is the position in the Department that performs eligibility determinations and ongoing case management for economic assistance programs such as CalFresh, Medi-Cal and county General Assistance. As your Board is aware, demands for these programs have been high due to the expansion of the Medicaid Program and due to the recessionary economy. While some of these elements have shown positive signs of change, it is the Department's expectation that our need for BAC's will remain in place for some time.

### **Financial Impact**

There is no financial impact to the County's General Fund as a result of taking this action because all funds to support this position come from federal, state and Realignment sources. The position is funded in the Department's 2018-2019 proposed budget.

Copies: PCDSS Management Staff  
Ms. Nancy Selvage, Human Resources Director

Enclosures (3)

**Position Classification:** Eligibility Specialist I/II/III

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:**

This position is primarily responsible for reviewing and or performing the most difficult eligibility determinations for the Medi-Cal, CMSP and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and County CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

**Funding Sources:** Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty*.

**Special Considerations:** Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

**Reason for the Vacancy:** The reason for this vacancy is because the prior incumbent received a promotion.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### **Position: Eligibility Specialist – Medi-Cal/CalFresh Program**

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

**Answer: Yes. Medi-Cal and CalFresh (Foodstamp) administration is a state mandated service. The Benefits Assistance Counselor performs eligibility determinations for these services**

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

**Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth.**

- How long has the position been vacant?

**Answer: The position became vacant effective September 8, 2017.**

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

**Answer: No.**

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

**Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.**

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

**Answer: We will not be able to process applications for Medi-Cal, CalFresh in accordance with the state requirements.**

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

**Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

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

**Answer: No.**

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

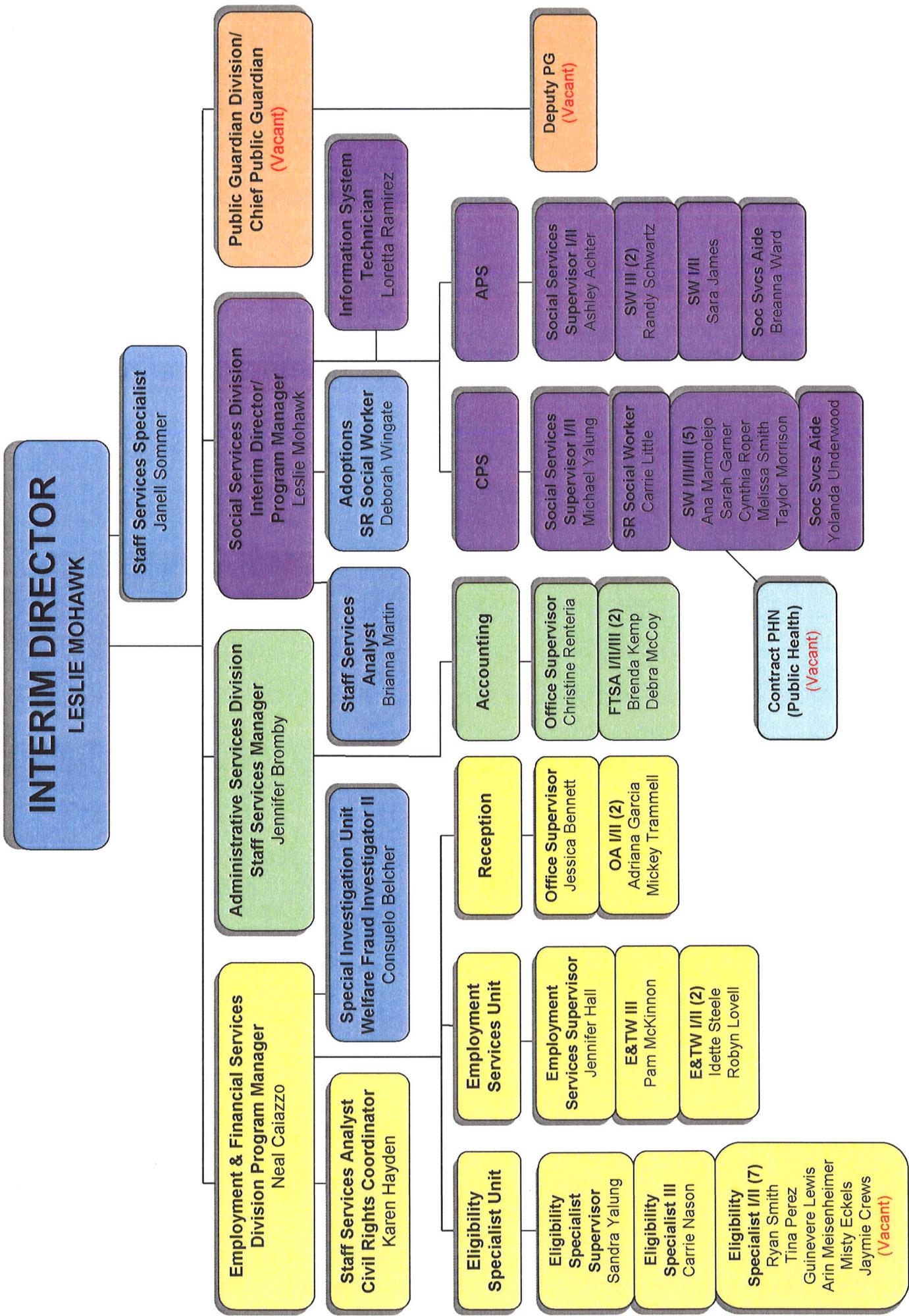
**Answer: No.**

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

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

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
- **Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





# Office of the Sheriff

## Office of Emergency Services

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

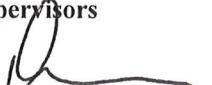
**GH**

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** July 25, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Items for the meeting of August 7, 2018

**It is recommended that the Board:**

Approve and sign contract #PCSO00016 between the Plumas County Sheriff's Office (PCSO) and DeMartile Automotive, Inc. in the amount of \$40,000.

**Background and Discussion:**

The term of this contract is 10/01/18 – 09/30/19. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

**Services Agreement**

This Agreement is made this 1st day of October, 2018, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and DeMartile Automotive, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars and No/100 (\$40,000.00).
3. **Term.** The term of this agreement shall be from October 1, 2018 through September 30, 2019, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Labor and Materials.** Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform **Warranty and Legal Compliance.** The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this

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

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability

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

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

DeMartile Automotive, Inc.  
200 E. Main Street  
Quincy, CA 95971  
Attention: Kathy DeMartile

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

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

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

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

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

CONTRACTOR:

DeMartile Automotive, Inc.,  
a California corporation

COUNTY:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: ~~Lori Simpson~~ Jeff Engel  
Title: Board of Supervisors, Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:  
Plumas County Counsel

By:  Deputy 7/23/14

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

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

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Sale and installation of new tires.
  - f. Engine repair and replacement.
  - g. Drivetrain repair and replacement.
  - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at \$80.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



# Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 208  
Quincy, California 95971  
Phone: (530) 283-6263  
Fax: (530) 283-0946

David M. Preston  
Information Systems Manager

DATE: August 7, 2018  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager  
SUBJECT: CONSENT AGENDA ITEM FOR THE MEETING OF AUGUST 7, 2018 RE:  
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of payment for software maintenance/support as specified below.

## Background and Discussion:

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom written. These packages have no specific contract and are considered "shrink-wrapped" or off the shelf systems. In order to pay these support fees we ask to Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

Vendor	Description	Amount
Strategy 7	IBM Informix Software Support	\$ 8658.10

These funds have been budgeted as part of the 2018/2019 IT budget.



## Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 208

Quincy, California 95971

Phone: (530) 283-6263

Fax: (530) 283-0946

David M. Preston  
*Information Systems Manager*

DATE: August 7, 2018  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF AUGUST 7, 2018 RE:  
APPROVAL OF MAINTENANCE AGREEMENT FOR SOFTWARE .**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of attached agreement for software maintenance.

### **Background and Discussion:**

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. Funding for this agreement has been included in the 2018/2019 Information Technology budget.

IJ



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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

### CONSENT AGENDA REQUEST

for the August 7, 2018 Meeting of the Plumas County Board of Supervisors

Date: July 30, 2018

To: Honorable Board of Supervisors

From: RP: Robert Perreault, Director of Public Works

Subject: Authorize award of the bid to Contech Engineered Solutions, LLC for furnishing materials for a 50'-span pedestrian bridge to be used on the Department's upcoming SR 70 Pedestrian Improvements Project for \$64,604.18.

*John Mannle*  
Assistant Director

#### Background:

The Plumas County Department of Public Works has been working on the design and construction of pedestrian walkways along the north side of State Route 70 in East Quincy near Mill Creek. The project limits begin at the east end of the existing pathway at La Sierra Lanes and end at the Mill Creek Road intersection along the north side of SR 70.

The Department published a request for bids (RFB) on April 14, 2018 for the purchase and delivery of this pedestrian bridge (materials only).

On June 11, the Department received two (2) bid submittals in response to its RFB. The bids received were \$55,233.75 (Big R Bridge) and \$64,604.18 (Contech Engineered Solutions). However during review of the bids it was determined that the wood decking provided in Big R's bid did not meet specifications requiring Forest Stewardship Council (FSC) certification for wood products to come from responsibly managed forests. The Contech bid met all the specifications. Copies of the bids received are attached to the agenda request.

The project includes improvements consisting of asphalt pathway, concrete sidewalks, curb ramp, and a pedestrian bridge over Mill Creek. The bridge materials are being purchased in advance by the County to shorten the overall construction schedule, which anticipates completion in late spring of 2019. Delivery time for the pedestrian bridge package is approximately 14 weeks.

Dokken Engineering will assist the Department with construction management services. The Department anticipates awarding a construction contract this calendar year in September. A separate agenda request has been submitted to the Board for the adoption of the plans and specifications for the entire project. The project is currently budgeted the Department's FY 18/19 construction projects' budget under Work Order #SR2S.

**Recommendation by Public Works:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase order to Contech Engineered Solutions, LLC in the amount of \$64,604.18, for furnishing the materials for a 50' span pedestrian truss bridge to be later installed during the State Route 70 East Quincy Pedestrian Improvements Project.

Attachment: Contech Engineered Solutions Bid  
Big R Bridge Bid



The proposed bridge for Mill Creek will be similar in appearance  
with the Spanish Creek Bridge at Gansner Park.



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



## REQUEST FOR BIDS

THIS IS NOT AN ORDER Please state bid prices and delivery terms if applicable for the following materials or services subject to the general terms and conditions of this Bid as written.

DATE: April 13, 2018	DEPARTMENT Road Department	SUBJECT: / 50' Pedestrian Bridge
DELIVERY POINT:  F.O.B.: See Exhibit B		DELIVERY TERMS:  F.O.B.: See Exhibit B
Bids must be received by the Department of Public Works on or before:		TIME: 5:00 PM DATE: June 8, 2018
<b>SUBMIT ALL BIDS TO:</b> Plumas County Department of Public Works 1834 East Main St. Quincy, CA 95971		DATE OF BID OPENING: June 11, 2018
		PLACE OF BID OPENING: 1834 East Main St. Quincy, CA 95971
		TIME OF BID OPENING: 4:00 PM

## INSTRUCTIONS TO BIDDERS

1. Bids Must be Submitted in a Sealed Envelope with the Notation of "50' Pedestrian Bridge"
2. Bidders are responsible to monitor the Plumas County's Web Page listed under Public Works for any and all amendments: <http://www.countyofplumas.com/bids.aspx>
3. If you have any questions, contact John Mannle at [johnmannle@countyofplumas.com](mailto:johnmannle@countyofplumas.com).
4. See Exhibit A for "Terms and Conditions"
5. See Exhibit B for "Specifications and Locations"
6. See Exhibit C for "Bridge Details"
7. Submit the Completed Bid Packet

To the Public Works Purchasing Agent, Quincy, California. We have stated hereon the prices at which we will furnish and deliver the articles or services as specified above. Delivery will be made within 14 days from the date that the bridge is prepared / packaged except as otherwise indicated.

**CONTECH**

## EXHIBIT A

### Plumas County

#### TERMS and CONDITIONS

**BIDS:** Bids, modifications and requests for withdrawal thereof, received after the due date and time will not be considered.

All bids must be submitted in sealed envelopes. Bid envelopes must be identified as per instructions set forth in the request transmittal. The entire bid packet needs to be submitted with your bid.

Prices for each bid item shall be inserted in ink or typewritten on the form. Penciled submittals will be a basis for rejection. Prices shall include all costs of packing and of the transportation to the delivery point or points shown, unless otherwise specified in the request.

It is County policy to specify brand or make for descriptive purposes only. Further, where brand or make is specified in the request, an "Equal" will be considered. However, it will be the responsibility of the bidder offering an alternate brand to make or prove its equality, and where possible, to state brand and give catalogue reference. Unless the bidder states that he/she is offering an alternate, he/she will furnish the brand or make specified in the request.

The County does not specify brand only that performance and specifications be met.

Bidder must state time of proposed delivery. Delivery will only be allowed during the Department's operational days and hours (Monday through Thursday, 7am to 5:30pm).

Samples of items, when required, must be submitted within the time specified in the request and at no expense to the County of Plumas. If not destroyed by testing, the sample will be returned to the submitter at the County's expense, if requested by the submitter.

**AWARDS:** Awards shall be made to the lowest responsible bidder provided, however, quality offered, delivery terms, and service reputation of the bidder may be taken into consideration in determining the lowest responsible successful bidder.

**TAX:** The total bid amount must include sales tax.

**The County reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids. The County may also make an award for any item or group of items in any bid, unless the bidder qualifies his/her bid by specific limitations.**

## EXHIBIT B

### Plumas County

#### 2018 **50'** Pedestrian Bridge Bid Specifications

Plumas County Department of Public Works is interested in obtaining prices including delivery to the Quincy Maintenance Yard, 1834 East Main Street (State Route 70), Quincy, CA 95971. Bids for supplying a pedestrian bridge are to be in effect for a period of **90 days**. Please furnish your bid specifying your **lump sum price, freight and tax**.

Bids for supplying engineering staff (construction advisor) to project sites within Plumas County are to be good for a period ending December 31, 2019. Please furnish your bid specifying your **hourly rate of compensation all labor, subsistence costs, travel costs, profit and overhead**.

### GENERAL SPECIFICATIONS OF PEDESTRIAN BRIDGE FOR PLUMAS COUNTY

[Refer to Caltrans 2010 Standard Specifications](#)  
[55 STEEL STRUCTURES](#)

[Add to section 55-1.02E\(7\)\(c\) Steel Pedestrian Bridges:](#)

#### **55-1.02E(7)(c)(i) General**

#### **55-1.02E(7)(c)(i)(A) Summary**

Section 55-1.02E(7)(c) includes specifications for furnishing a prefabricated steel truss.

Furnish prefabricated steel truss includes designing, structural steel truss members, connection hardware and bolts, kick plates, safety rails and attachment hardware, expansion joint covers, railing, elastomeric bearings, sole plates, anchor bolts, nuts and washers, timber decking, and welding.

The prefabricated steel truss must be designed to the LRFD Guide Specifications for the Design of Pedestrian Bridges dated 2009, the AASHTO LRFD Bridge Design Specifications 6<sup>th</sup> Edition with Caltrans Amendments, Caltrans Seismic Design Criteria V1.7, and Caltrans Seismic Design Specifications for Steel Bridges, 2nd Edition, May 2016.

Welding must comply with section 11.

Timber deck design must be performed by the bridge manufacturer.

Steel truss, timber decking and safety rail dimensions must be consistent with dimensions shown in Exhibit C. At completion of fabrication, submit a certificate of compliance stating that the prefabricated steel truss shop fabrication work complies with section 55 and as shown on the plans.

## **55-1.02E(7)(c)(i)(A)(1) Dimensions**

### **55-1.02E(7)(c)(i) Width**

Inside clear width between safety rails must be: 8 feet 0 inches.

### **55-1.02E(7)(c)(i)(A)(2) Span**

Truss measured end to end of end posts must be 50 feet 0 inches.

### **55-1.02E(7)(c)(i)(A)(3) Camber**

Camber: Camber truss to provide a vertical camber dimension at mid-span equal to 100 percent of the full dead load deflection plus 1 percent of the full length of the truss.

The vertical truss members must be plumb after the bridge is erected and dead loads applied.

## **55-1.02E(7)(c)(i)(B) Definitions**

Not used.

## **55-1.02E(7)(c)(i)(C) Submittals**

Submit 3 shop drawings of the prefabricated steel truss, timber decking and safety rail to the County Engineer. Submit 2 copies of the calculations certified by a licensed Civil or Structural engineer in the State of California. Include the submittal date and contents in the notification. Allow 30 days for the review. Submit 6 to 12 copies, as requested by the Engineer after review for final authorization.

The shop drawings must:

1. Be specific to this project
2. Show details and locations of temporary supports
3. Clearly show all member sizes and connections, all steel members must be identified as "Main Members", "Secondary Members", or "Primary Components of Main Members" per Caltrans Memo to Designers 12-2.
4. Include General Design Notes that list the appropriate design standards used
5. Include required minimum design loads
6. Show material specifications
7. Be certified by a registered Civil or Structural Engineer in the state of California

## **55-1.02E(7)(c)(i)(D) Quality Assurance**

Bridge fabricator must be certified by the American Institute of Steel Construction (AISC) to have the personnel, organization, experience, capability and commitment to produce fabricated structural steel for Conventional Steel Structures and Simple Steel Bridge Structures with both Major Bridge and Sophisticated Paint Endorsement as set forth in the AISC Certification Program.

At the completion of fabrication, the prefabricated steel truss shop fabricator must submit a certificate of compliance stating that work was performed in accordance with approved construction documents. Welder qualification and inspection must comply with AWS D1.1.

## **55-1.02E(7)(c)(i)(E) Materials**

### **55-1.02E(7)(c)(i)(E)(1) General**

All structural members must have a minimum thickness of material of at least 1/4".

## **55-1.02E(7)(c)(i) (E)(2) Weathering Steel**

Fabricate trusses from ASTM A242, ASTM A709, Grade 50W, or ASTM A588 steel for plates and structural shapes, and ASTM A606 or ASTM A847 for tubular sections. Minimum yield (Fy) strength must be at least 50,000 psi.

Anchor assemblies must be A449 type 3, plain finish anchor bolts, A563-DH3, plain finish nuts, and F436 Type 3, plain finish washers.

Welding materials must comply with the American Welding Society (AWS) Structural Welding Code, D1.1.

Filler metal as specified in 4.1 must be used for the particular welding process required. Welders must be certified under AWS D1.1.

## **55-1.02E(7)(c)(i) (E)(3) Kick Plates**

Provide kick plates from weathering steel with a smooth inside surface with no protrusions.

## **55-1.02E(7)(c)(i) (E)(4) Safety Rails**

Provide safety rails from weathering steel with a smooth inside surface with no protrusions.

## **55-1.02E(7)(c)(i) (E)(5) Timber Decking**

Timber deck must be Ipe hardwood. Decking must be warrantied for 25 years against insect infestation and fungal decay.

Ipe supplier must be FSC certified, ensuring that the FSC-certified products are coming from responsibly managed sources.

Rough sawn wood is not permitted for the deck surface. Minimum deck plank width must be 5.5 inches or greater. Two fasteners must be used at each fastening line for each plank.

Warped or cupped planks may be rejected at the discretion of the Engineer.

## **55-1.02E(7)(c)(i)(F) Construction**

### **55-1.02E(7)(c)(i)(F)(1) Fabrication**

Use E70 or E80 series electrodes. Use Flux Core Arc Welding (FCAW) or Shielded Manual Arc Welding (SMAW).

The connection of bridge end post to top chord must be a mitered joint with the exposed welds ground smooth. Grind smooth all ends of angles.

Close ends of all tubes and grind smooth.

Clean all exposed weathering steel surfaces of any surface contamination according to SSPC-SP1 (solvent cleaning) and blast cleaning according to SSPC-SP6 (commercial blast cleaning).

## **55-1.02E(7)(c)(i)(F)(2) Delivery**

The contractor is responsible for securing hauling permits and freight charges.

Notify the County Engineer in advance of the expected arrival time. Provide to the County Engineer information regarding delays after the trucks depart the plant, such as inclement weather, delays in permits, re-routing by public agencies or other circumstances. Deliver pedestrian bridge components during regular business hours (Mon-Thurs. 7am-5:30pm) to:

Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971

Contact Main Office at 530-283-6268 72 hours prior to delivery.

Plumas County will supply manpower and equipment to unload the delivered bridge at the Public Works yard.

**55-1.02E(7)(c)(i)(F)(3) Erection**

Erection will be by separate contract.

**55-1.02E(7)(c)(i)(F)(4) Limited Warranty**

Provide a warranty against defects in material and workmanship for a period of fifteen years.

**55-1.02E(7)(c)(i)(G) Payment**

Furnishing prefabricated steel truss includes payment for delivery to the site ready to incorporate into the work.

**BID PAGE**

Complete the following chart by typing or use pen and ink

Item	Lump Sum Price	Freight delivered to Quincy Maintenance Yard*	Tax		Total
50' span, galvanized pedestrian bridge	\$53,737.00	\$6,500.00	\$4,367.18**		\$64,604.18***
Item	Hourly Rate	Daily Sub-sistence Cost	Travel costs per installation (to/from home office)	Profit	Hourly Overhead Rate
Providing On-site Engineering Staff (Construction Advisor) to any site within Plumas County through a period ending December 31, 2019	\$50	\$50	Current IRS mileage Rate	10%	\$25

\*Quincy Maintenance Yard, 1834 East Main Street, Quincy, CA 95971

\*\*Tax amount shall be subject to change pending tax rate at time of delivery

\*\*\* Please see attached quote for additional notes and details.

3-4 weeks for submittals and  
8-10 weeks for fabrication

Name & Address of Firm: (Please Print)

Proposed Date of Delivery: from submittal approval.

Contech Engineered Solutions, LLC (Please attach your Business Card)

8301 State Hwy 29 N

Alexandria, MN 56308

Title: Truss Consultant Signature: D. Niederberger Print Name: Daniel Niederberger

Ph: 916-945-3625 Fax: 320-566-3148 Date: 06/06/2018

Email: dniederberger@conteches.com Cell Ph: 916-990-7594

## 2018 50' Pedestrian Bridge Bid

### **PROTESTS**

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protest must be filed in writing with:

County of Plumas  
Purchasing Agent/CAO  
520 Main Street, Room 309  
Quincy, CA 95971

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

1. The date action taken resulting in a protest, and
2. Identify the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification related protests must be fully supported by technical data

test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

Date: June 6, 2018

TO: John Mannie  
Plumas County Department of Public Works  
Quincy, Plumas County, CA

RE: 50' Pedestrian Bridge  
Quincy, Plumas County, CA

Contech Engineered Solutions submits the following proposal and quote with the intent to be selected as the bridge manufacturer and supplier for the 50' Pedestrian Bridge project for the Plumas County.

For over 40 years we have been designing, fabricating, and delivering prefabricate steel bridges. Nationwide, we are known for our customer service and quality structures. Our Engineering and Drafting team can provide designs for bridges, ramps, towers, and stairways for almost any bridge situation.

Each bridge is custom engineered and fabricated to meet your specifications and delivered by truck directly to your jobsite, ready for installation and immediate use. Our bridges utilize cost efficient, tubular shapes of weathering steel or painted carbon steel, offering you a range of material applications. We currently have two fabrication facilities and various other partners to assist in our ability to provide high quality bridges throughout the county.

In addition to the bid page, we have also included a detailed proposal with additional notes and detailed descriptions of the bridge, and a concept drawing of our 50x8 AASHTO Express Pedestrian Bridge. The bridge we are proposing would be based off of the Express Bridge with the exception of the decking and the required railing extensions.

Our quote also details some potential cost savings available with proposed alternates for the deck and cover plate.

If you have any questions please do not hesitate to contact me.

Sincerely,



**Daniel Niederberger, P.E. (CA)**  
Truss Consultant

**Contech Engineered Solutions, LLC**  
5 Sierra Gate Plaza, Suite 390 | Roseville, CA 95678  
Off: 916-945-3625 Mob: 916-990-7594  
[dniederberger@conteches.com](mailto:dniederberger@conteches.com)



## Quotation

Page# 1/4

Quote # QUO-321218-S5K4P0

Date	6/6/2018	Account Name	County of Plumas	Reply-To	
Quote #	QUO-321218-S5K4P0	Contact Name	County of Plumas	Contech Rep.	Jason Leach
Revision #	1	Phone	(530) 283-6268	Address	5 Sierra Gate Plaza, Suite 390, Roseville, CA, 95678
Project Name	50' Pedestrian Bridge (Mill Creek Pedestrian Bridge)	Fax		Phone	916-747-7585
Project #	593204	Email		Fax	
Project City/State	Quincy, CA			Email	JLeach@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at [www.conteches.com/cos](http://www.conteches.com/cos). A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	<p>Steadfast Express AASHTO Series A5008WDH Style: Connector Truss Bridge Floor: H-Section Length: 50'-0" Width: 8'-0" Finish : Self Weathering Steel Decking : 2"x6" (Nominal) IPE Ironwood Deck. Material to be FSC rated. Life Safety System: Horizontal Safety Rails @ 4" Max Spacing up to 48" Rub Rail/Handrail: 4" Steel Channel Rub Rail Toe Plate: 4" Steel Channel Toe Rail Camber: Dead Load plus 1% of Span Length at Midspan Design/Loading: AASHTO LRFD (Live Load: 90 psf, Vehicle Load: H5 (10,000 lbs), Wind Load: 35 psf, as if enclosed) Bearing Type: Elastomeric</p> <p>Bridge shall be provided with a WABO SafetyFlex SFP-600 Flex Joint Cover</p> <p>Safety Railing, Rub Rail, and Toe Rail shall be extended 4" at each end of the bridge.</p> <p>Bridge shall be designed to accommodate a:</p> <ul style="list-style-type: none"><li>• 0' elevation change between abutments</li><li>• skew of 0°</li></ul> <p>Bridge will be shipped fully assembled, in one (1) piece with a shipped weight of approx. +/- 13,000 lbs (Subject to final design verification)</p> <p>NOTE: Cost savings are available by removing the FSC rating requirement for the IPE deck and switching to a steel cover plate from the WABO SafetyFlex Joint Seal.</p> <p>Savings available by switching to a 1/4" x 6" x 7'-11" Steel Cover Plate is \$2,504.</p> <p>Savings available by removing the FSC rating requirement for the IPE deck is \$10,713.</p>	1.00	1.00	\$60,237.00	EA	\$60,237.00



## Quotation

Page# 2/4

Quote # QUO-321218-S5K4P0

On-Site Construction Advisor An On-Site Construction Advisor shall be provided to the County of Plumas for the below items:  I. Be present for bridge delivery and storing procedures, ensure safe conditions and proper on-site delivery. II. Be present for bridge pickup and delivery to final job location, ensure safe conditions and proper on-site delivery. III. Ensure installation procedures / or conditions do not void any applicable bridge warranties.  The costs associated with the Construction Advisor are as follows: Hourly Rate: \$50 Daily Subsistence Cost: \$50 Travel Costs per Installation: IRS Mileage Rate at Time of Installation Profit: 10% Hourly Overhead Rate: \$25  Construction Advisor shall be available to Plumas County for the above scope of work and above rates until December 31, 2019.	1.00	1.00				
				Total	\$60,237.00	
				(Tax not included)	Net Total	\$60,237.00

### Standard Notes

- 1.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
- 2.Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.
- 3.In addition to any other procedures outlined or remedies provided, at the time of order, ConTech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing ConTech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials on requested date, and after ConTech has manufactured the product(s), ConTech will invoice for the total amount of the order with payment due within 30 days. Additionally, ConTech may also assess fees in the amount of 10% of the total order for materials that are not shipped within 30 days after the requested delivery date for storage and handling.
- 4.LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
- 5.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by ConTech. Tax will be applied unless a sales tax exemption document has been provided prior to invoicing.
- 6.Preliminary Assembled ship weight: Approximately +/- 13,000 lbs. subject to final design. ConTech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
- 7.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- 8.The estimated lead time for the submittal package is 3-4 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 8-10 weeks from the receipt of approved submittal documents.
- 9.This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the ConTech COS.
- 10.This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.
- 11.This quote is per site plans dated 9-19-16.



## Quotation

Page# 3/4

Quote # QUO-321218-S5K4P0

### Scope Of Work

#### Steadfast Express AASHTO Series

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. UNLESS OTHERWISE STATED, PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 15 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 15 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT <a href="http://www.conteches.com/cos">www.conteches.com/cos</a>		By	Jason Leach
Company		(O)	916-747-7585
By		(F)	
Title		(Cell)	
Date		Title	



## Quotation

Page# 4/4

Quote # QUO-321218-S5K4P0

### Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.
2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither
- Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.
8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.
9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.
11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.
12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.
14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.
15. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.
16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
  - (1) the contract price for all products which have been completed prior to termination;
  - (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired, termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

## EXHIBIT C

### Plumas County Bridge Details

50'-0" X 8'-0"  
STANDARD WOOD DECK  
PEDESTRIAN BRIDGE  
CITY, STATE

50'-0" (BRIDGE LENGTH)

2 BAYS AT 8'-4" = 16'-0"

2 BAYS AT 8'-4" = 16'-0"

8'-4"

8'-4" 8'-4"

VERTICAL

TOP CHORD

WOOD DECK

DIAGONAL

FLOOR BEAM

STRINGER

BOTTOM CHORD

PLAQUE W  
1 LB VEHICLE  
ID LIMIT AND  
SERIAL NO.  
??????-10-(1)  
EACH END  
OF BRIDGE.

## GENERAL NOTES

1. DESIGN STRESSES ARE IN ACCORDANCE WITH STANDARD SPECIFICATION FOR HIGHWAY BRIDGES\* AND GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES\* BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) 2009 EDITION.

2. BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A97/A97M-08, OR ASTM A524-12 PLATE AND STRUCTURAL SHAPES ( $F_y=50,000$  PSI).

3. BRIDGE DECING NOMINAL 3 x 12 SELECT STRUCTURAL STEEL (FR = 1,400 PSI min.) OR 3 x 10 SOUTHERN YELLOW PINE ( $F_y=300$  PSI min.), ALKALINE COPPER QUATERNARY (ACQ) TO A 0.4 PDF RETENTION OR TO REFUSAL, OR AZOLE BIOCIDE (MC4) TO A 0.65 PDF RETENTION OR TO REFUSAL.

4. THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL BE USED. WELDING TO BE IN ACCORDANCE WITH AWS D1.1.

5. ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND END VERTICAL PENETRATION AS FOLLOWS:

6. UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (UNLESS THE EFFECTIVE THROAT OF A FILLET WELD IS OF A SIZE EQUAL TO THE THICKNESS OF THE LIGHTEST GAUGE MEMBER IN THE CONNECTION, WELDS SHALL BE APPLIED AS FOLLOWS):

A. BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.

B. BRACE DIAGONALS WILL BE WELDED ALL AROUND.

C. MISCELLANEOUS NON-STRUCTURAL MEMBERS WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS.

7. BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.

A. 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 10,000 LB VEHICLE LOAD. THE LOAD SHALL BE DISTRIBUTED AS A FOUR-WHEEL VEHICLE WITH 80% OF THE LOAD ON THE REAR WHEELS, THE WHEEL TRAIL WIDTH OF THE VEHICLE SHALL BE 6'-0" AND THE WHEEL BASE SHALL BE 10'-0". THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER INCLUDING DECKING.

B. 35 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE, AS IF ENCLOSED.

C. 20 PSF UPLIFT FORCE APPLIED AT THE WINDWARD QUARTER POINT OF THE TRAVERSE BRIDGE WIDTH (AASHTO 3.15.31).

8. CLEARING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS NO. 7 BRUSH-OFF BLAST CLEANING, SSFC-SPLATES EDITION.

9. MINIMUM MATERIAL THICKNESS OF  $1\frac{1}{4}$ " ON ALL STRUCTURAL MEMBERS.

BRIDGE ELEVATION

ANCHOR BOITTE ELEVATION

COMBINE REACTIONS AS PER LOCAL OR GOVERNING BUILDING CODES AS REQUIRED		
BRIDGE REACTIONS		
DEAD LOAD	2,940	
UNIFORM, LIVE LOAD	9,100	
VEHICLE 13,000	5,000	
VEHICLE 13,000, LFT	2,100	
VEHICLE 13,000, RFT	1,600	
WIND	11,340	4,850
THERMAL		\$10

(8) Ø $\frac{1}{2}$  INCH F1554 GRADE 56 GALV. ANCHOR RODS W/12' NUTS AND (1) 12' O.D. WASHER EACH. (BY OTHERS)

BRIDGE SECTION 1 2

8'-0" —  
SPACING OF SAFETY SYSTEM  
PRODUCES OPENINGS OF  
LESS THAN 4'.

CONTECH  
FABRICATION

114

LA

SSPC-SP7-LATEST EDITION. 9. MINIMUM MATERIAL THICKNESS OF 1/4" ON ALL STRUCTURAL MEMBERS. CLIPPING.

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



## REQUEST FOR BIDS

**THIS IS NOT AN ORDER** Please state bid prices and delivery terms if applicable for the following materials or services subject to the general terms and conditions of this Bid as written.

DATE: <u>April 13, 2018</u>	DEPARTMENT <u>Road Department</u>	SUBJECT: <u>/ 50' Pedestrian Bridge</u>
DELIVERY POINT: <u>F.O.B.: See Exhibit B</u>	DELIVERY TERMS: <u>F.O.B.: See Exhibit B</u>	
Bids must be received by the Department of Public Works on or before: <u>SUBMIT ALL BIDS TO:</u> Plumas County Department of Public Works 1834 East Main St. Quincy, CA 95971		<b>TIME:</b> 5:00 PM <b>DATE:</b> June 8, 2018
		<b>DATE OF BID</b> <b>PLACE OF BID</b> <b>TIME OF BID</b>
		<b>OPENING:</b> <b>OPENING:</b> <b>OPENING:</b>
		<u>1834 East Main St.</u> <u>Quincy, CA 95971</u> <u>4:00 PM</u>

### INSTRUCTIONS TO BIDDERS

1. Bids Must be Submitted in a Sealed Envelope with the Notation of "50' Pedestrian Bridge"
2. Bidders are responsible to monitor the Plumas County's Web Page listed under Public Works for any and all amendments: <http://www.countyofplumas.com/bids.aspx>
3. If you have any questions, contact John Mannle at [johnmannle@countyofplumas.com](mailto:johnmannle@countyofplumas.com).
4. See Exhibit A for "Terms and Conditions"
5. See Exhibit B for "Specifications and Locations"
6. See Exhibit C for "Bridge Details"
7. Submit the Completed Bid Packet

To the Public Works Purchasing Agent, Quincy, California. We have stated hereon the prices at which we will furnish and deliver the articles or services as specified above. Delivery will be made within 14 days from the date that the bridge is prepared / packaged except as otherwise indicated.

**BIG "R"**

## EXHIBIT A

### Plumas County

#### TERMS and CONDITIONS

**BIDS:** Bids, modifications and requests for withdrawal thereof, received after the due date and time will not be considered.

All bids must be submitted in sealed envelopes. Bid envelopes must be identified as per instructions set forth in the request transmittal. The entire bid packet needs to be submitted with your bid.

Prices for each bid item shall be inserted in ink or typewritten on the form. Penciled submittals will be a basis for rejection. Prices shall include all costs of packing and of the transportation to the delivery point or points shown, unless otherwise specified in the request.

It is County policy to specify brand or make for descriptive purposes only. Further, where brand or make is specified in the request, an "Equal" will be considered. However, it will be the responsibility of the bidder offering an alternate brand to make or prove its equality, and where possible, to state brand and give catalogue reference. Unless the bidder states that he/she is offering an alternate, he/she will furnish the brand or make specified in the request.

The County does not specify brand only that performance and specifications be met.

Bidder must state time of proposed delivery. Delivery will only be allowed during the Department's operational days and hours (Monday through Thursday, 7am to 5:30pm).

Samples of items, when required, must be submitted within the time specified in the request and at no expense to the County of Plumas. If not destroyed by testing, the sample will be returned to the submitter at the County's expense, if requested by the submitter.

**AWARDS:** Awards shall be made to the lowest responsible bidder provided, however, quality offered, delivery terms, and service reputation of the bidder may be taken into consideration in determining the lowest responsible successful bidder.

**TAX:** The total bid amount must include sales tax.

**The County reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids. The County may also make an award for any item or group of items in any bid, unless the bidder qualifies his/her bid by specific limitations.**

## EXHIBIT B

### Plumas County

#### 2018 50' Pedestrian Bridge Bid Specifications

Plumas County Department of Public Works is interested in obtaining prices including delivery to the Quincy Maintenance Yard, 1834 East Main Street (State Route 70), Quincy, CA 95971. Bids for supplying a pedestrian bridge are to be in effect for a period of **90 days**. Please furnish your bid specifying your **lump sum price, freight and tax**.

Bids for supplying engineering staff (construction advisor) to project sites within Plumas County are to be good for a period ending December 31, 2019. Please furnish your bid specifying your **hourly rate of compensation all labor, subsistence costs, travel costs, profit and overhead**.

### GENERAL SPECIFICATIONS OF PEDESTRIAN BRIDGE FOR PLUMAS COUNTY

Refer to Caltrans 2010 Standard Specifications

#### 55 STEEL STRUCTURES

Add to section 55-1.02E(7)(c) Steel Pedestrian Bridges:

##### **55-1.02E(7)(c)(i) General**

##### **55-1.02E(7)(c)(i)(A) Summary**

Section 55-1.02E(7)(c) includes specifications for furnishing a prefabricated steel truss.

Furnish prefabricated steel truss includes designing, structural steel truss members, connection hardware and bolts, kick plates, safety rails and attachment hardware, expansion joint covers, railing, elastomeric bearings, sole plates, anchor bolts, nuts and washers, timber decking, and welding.

The prefabricated steel truss must be designed to the LRFD Guide Specifications for the Design of Pedestrian Bridges dated 2009, the AASHTO LRFD Bridge Design Specifications 6<sup>th</sup> Edition with Caltrans Amendments, Caltrans Seismic Design Criteria V1.7, and Caltrans Seismic Design Specifications for Steel Bridges, 2nd Edition, May 2016.

Welding must comply with section 11.

Timber deck design must be performed by the bridge manufacturer.

Steel truss, timber decking and safety rail dimensions must be consistent with dimensions shown in Exhibit C. At completion of fabrication, submit a certificate of compliance stating that the prefabricated steel truss shop fabrication work complies with section 55 and as shown on the plans.

## **55-1.02E(7)(c)(i)(A)(1) Dimensions**

### **55-1.02E(7)(c)(i) Width**

Inside clear width between safety rails must be: 8 feet 0 inches.

### **55-1.02E(7)(c)(i)(A)(2) Span**

Truss measured end to end of end posts must be 50 feet 0 inches.

### **55-1.02E(7)(c)(i)(A)(3) Camber**

Camber: Camber truss to provide a vertical camber dimension at mid-span equal to 100 percent of the full dead load deflection plus 1 percent of the full length of the truss.

The vertical truss members must be plumb after the bridge is erected and dead loads applied.

## **55-1.02E(7)(c)(i)(B) Definitions**

Not used.

## **55-1.02E(7)(c)(i)(C) Submittals**

Submit 3 shop drawings of the prefabricated steel truss, timber decking and safety rail to the County Engineer.

Submit 2 copies of the calculations certified by a licensed Civil or Structural engineer in the State of California. Include the submittal date and contents in the notification. Allow 30 days for the review. Submit 6 to 12 copies, as requested by the Engineer after review for final authorization.

The shop drawings must:

1. Be specific to this project
2. Show details and locations of temporary supports
3. Clearly show all member sizes and connections, all steel members must be identified as "Main Members", "Secondary Members", or "Primary Components of Main Members" per Caltrans Memo to Designers 12-2.
4. Include General Design Notes that list the appropriate design standards used
5. Include required minimum design loads
6. Show material specifications
7. Be certified by a registered Civil or Structural Engineer in the state of California

## **55-1.02E(7)(c)(i)(D) Quality Assurance**

Bridge fabricator must be certified by the American Institute of Steel Construction (AISC) to have the personnel, organization, experience, capability and commitment to produce fabricated structural steel for Conventional Steel Structures and Simple Steel Bridge Structures with both Major Bridge and Sophisticated Paint Endorsement as set forth in the AISC Certification Program.

At the completion of fabrication, the prefabricated steel truss shop fabricator must submit a certificate of compliance stating that work was performed in accordance with approved construction documents.

Welder qualification and inspection must comply with AWS D1.1.

## **55-1.02E(7)(c)(i)(E) Materials**

### **55-1.02E(7)(c)(i)(E)(1) General**

All structural members must have a minimum thickness of material of at least 1/4".

### **55-1.02E(7)(c)(i) (E)(2) Weathering Steel**

Fabricate trusses from ASTM A242, ASTM A709, Grade 50W, or ASTM A588 steel for plates and structural shapes, and ASTM A606 or ASTM A847 for tubular sections. Minimum yield (Fy) strength must be at least 50,000 psi.

Anchor assemblies must be A449 type 3, plain finish anchor bolts, A563-DH3, plain finish nuts, and F436 Type 3, plain finish washers.

Welding materials must comply with the American Welding Society (AWS) Structural Welding Code, D1.1.

Filler metal as specified in 4.1 must be used for the particular welding process required. Welders must be certified under AWS D1.1.

### **55-1.02E(7)(c)(i) (E)(3) Kick Plates**

Provide kick plates from weathering steel with a smooth inside surface with no protrusions.

### **55-1.02E(7)(c)(i) (E)(4) Safety Rails**

Provide safety rails from weathering steel with a smooth inside surface with no protrusions.

### **55-1.02E(7)(c)(i) (E)(5) Timber Decking**

Timber deck must be Ipe hardwood. Decking must be warrantied for 25 years against insect infestation and fungal decay.

Ipe supplier must be FSC certified, ensuring that the FSC-certified products are coming from responsibly managed sources.

Rough sawn wood is not permitted for the deck surface. Minimum deck plank width must be 5.5 inches or greater. Two fasteners must be used at each fastening line for each plank.

Warped or cupped planks may be rejected at the discretion of the Engineer.

### **55-1.02E(7)(c)(i)(F) Construction**

#### **55-1.02E(7)(c)(i)(F)(1) Fabrication**

Use E70 or E80 series electrodes. Use Flux Core Arc Welding (FCAW) or Shielded Manual Arc Welding (SMAW).

The connection of bridge end post to top chord must be a mitered joint with the exposed welds ground smooth. Grind smooth all ends of angles.

Close ends of all tubes and grind smooth.

Clean all exposed weathering steel surfaces of any surface contamination according to SSPC-SP1 (solvent cleaning) and blast cleaning according to SSPC-SP6 (commercial blast cleaning).

#### **55-1.02E(7)(c)(i)(F)(2) Delivery**

The contractor is responsible for securing hauling permits and freight charges.

Notify the County Engineer in advance of the expected arrival time. Provide to the County Engineer information regarding delays after the trucks depart the plant, such as inclement weather, delays in permits, re-routing by public agencies or other circumstances. Deliver pedestrian bridge components during regular business hours (Mon-Thurs. 7am-5:30pm) to:

Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971

Contact Main Office at 530-283-6268 72 hours prior to delivery.

Plumas County will supply manpower and equipment to unload the delivered bridge at the Public Works yard.

**55-1.02E(7)(c)(i)(F)(3) Erection**

Erection will be by separate contract.

**55-1.02E(7)(c)(i)(F)(4) Limited Warranty**

Provide a warranty against defects in material and workmanship for a period of fifteen years.

**55-1.02E(7)(c)(i)(G) Payment**

Furnishing prefabricated steel truss includes payment for delivery to the site ready to incorporate into the work.

**BID PAGE**

Complete the following chart by typing or use pen and ink

Item	Lump Sum Price	Freight delivered to Quincy Maintenance Yard*	Tax		Total
50' span, galvanized pedestrian bridge	\$51,500.00	Included	\$3,733.75		\$55,233.75
Item	Hourly Rate	Daily Sub-sistence Cost	Travel costs per installation (to/from home office)	Profit	Hourly Overhead Rate
Providing On-site Engineering Staff (Construction Advisor) to any site within Plumas County through a period ending December 31, 2019	\$187.50	Included	Include	N/A	N/A

\*Quincy Maintenance Yard, 1834 East Main Street, Quincy, CA 95971

Name & Address of Firm: (Please Print)

Proposed Date of Delivery: 14 Weeks from Award

Big R Manufacturing LLC dba Big R Bridge (Please attach your Business Card)

19060 CR 66

Greeley, CO 80632

Title: Market Manager Pacific West Signature: Randy Gaskill Print Name: Randy Gaskill

Ph: 970-347-2227 Fax: 970-356-9621 Date: June 5, 2018

Email: rgaskill@bigrbridge.com Cell Ph: (970) 396-6866

## 2018 50' Pedestrian Bridge Bid

### **PROTESTS**

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protest must be filed in writing with:

County of Plumas  
Purchasing Agent/CAO  
520 Main Street, Room 309  
Quincy, CA 95971

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

1. The date action taken resulting in a protest, and
2. Identify the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

EXHIBIT C  
Plumas County  
Bridge Details

## 2018 Pedestrian Bridge

<u>Category:</u>	Bridges and Culverts	<u>Project ID #:</u>	1004774619
<u>Street Address:</u>	To Be Announced Quincy CA 95971	<u>Staff Estimate Value</u>	\$1,000,000.00
<u>County:</u>	Plumas	<u>Stage:</u>	BIDDING - Biddate Set
<u>Bid Date:</u>	6/8/2018 , 05:00PM		
<u>Architect:</u>	Plans available from Plumas County Public Works		
<u>Documents Available:</u>	Plans, Specs available in Insight		
<u>Last Update:</u>	5/11/2018		New Project

### Project Events

Event	Date	Details
Bid Date	6/8/2018 , 05:00PM	Bids will be received at Plumas County Department of Public Works 1834 East Main St. Quincy, CA 95971
Bids Open	6/11/2018 , 04:00PM	Bids will be opened at 1834 East Main St. Quincy, CA 95971
Start Date	7/9/2018	Actual Start Date

### Notes

<u>Scope</u>	Site work, paving and new construction of a bridge / tunnel in Quincy, California. Completed plans call for the construction of a bridge / tunnel; for site work for a bridge / tunnel; and for paving for a bridge / tunnel. The County reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids. The County may also make an award for any item or group of items in any bid, unless the bidder qualifies his/her bid by specific limitations.
<u>Notes</u>	Development include(s): Site Work, New Construction, Paving Bid Date: 06/08/2018 05:00PM Bids will be received at Plumas County Department of Public Works 1834 East Main St. Quincy, CA 95971 Bids Open: 06/11/2018 04:00PM Bids will be opened at 1834 East Main St. Quincy, CA 95971

### Additional Details

<u>Listed On:</u>	5/11/2018	<u>Floor Area:</u>	
<u>Contract Type:</u>		<u>Work Type:</u>	New
<u>Stage Comments 1:</u>		<u>Floors Below Grade:</u>	
<u>Stage Comments 2:</u>		<u>Owner Type:</u>	County
<u>Bld Date:</u>	6/8/2018	<u>Mandatory Pre Bld Conference:</u>	
<u>Invitation #:</u>		<u>Commence Date:</u>	7/9/2018
<u>Structures:</u>	3	<u>Completion Date:</u>	
<u>Single Trade Project:</u>		<u>Site Area:</u>	
<u>Floors:</u>		<u>LEED Certification Intent:</u>	
<u>Parent Project ID:</u>		<u>Units:</u>	
<u>Parking Spaces:</u>			

### Project Participants

Company Role	Company Name	Contact Name	Address	Phone	Email	Fax
Owner	Plumas County Public Works	John Mannie	1834 E. Main St. , Quincy, CA 95971	(530) 283-6498	johnmannle@countyofplumas.com	(530) 283-6323

### Contracts

Classification	Conditions	Bonding	Bid Date	Bids To	Bid Type
General Contractor			6/8/2018	Owner	Open Bidding

### History

User	Viewed	First Viewed Date	Currently Tracked?	Date Tracked
Bill Edward	True	5/11/2018	False	

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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

## CONSENT AGENDA REQUEST

for the August 7, 2018 Meeting of the Plumas County Board of Supervisors

Date: July 30, 2018

To: Honorable Board of Supervisors

From: *RP*: Robert Perreault, Director of Public Works

Subject: Request the adoption of the plans and specifications and to approve the Department to begin formal advertisement for bids subject to County Counsel's approval as to form for the construction bid documents for the Department's upcoming SR 70 East Quincy Pedestrian Improvements Project (Works Order #SR2S).

*John Mannle  
Assistant Director*

Recommendation: Adopt the plans and specifications per County Code Sec. 3-1.27(a) per the formal bidding procedures for public works projects. Authorize the Director of Public Works to begin formal advertisement for bids.

Background: The Plumas County Department of Public Works has been working on the design and construction of pedestrian walkways along the north side of State Route 70 in East Quincy near Mill Creek. The project limits begin at the east end of the existing pathway at La Sierra Lanes and end at the Mill Creek Road intersection along the north side of SR 70.

Dokken Engineering will assist the Department with construction management services. The Department anticipates awarding a construction contract this calendar year in September. A separate agenda request has been submitted to the Board for the procurement of a prefabricated pedestrian bridge to be supplied by the Department in order to expedite delivery of the project. The project is currently budgeted the Department's FY 18/19 construction projects' budget under Work Order #SR2S. The bid opening date is currently scheduled for September 5, 2018.

A copy of the plans and specifications has been delivered to the Clerk of the Board of Supervisors.

Dokken Engineering will assist the Department with construction management services. The Department anticipates awarding a construction contract this calendar year in September. A separate agenda request has been submitted to the Board for the adoption of the plans and specifications for the entire project. The project is currently budgeted the Department's FY 18/19 construction projects' budget under Work Order #SR2S.



Plumas County  
Business and Career Network  
7 Quincy Junction Road  
Quincy, CA 95971  
Main: (530) 283-1606  
Fax: (530) 283-1606

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### Discussion Paper:

#### Briefing on the Alliance for Workforce Development, Inc. operations in Plumas County

**1. Purpose:** It is with pleasure that I take this opportunity to update you on the activities at the Plumas County Employment Center, your local America's Job Center of California (AJCC). Our mission is to serve as a common point of access for job seekers, employers and community members for the purpose of education, training, employment, referral and other supportive services. AFWD delivers federal and state Workforce Innovation and Opportunity Act (WIOA) programs for Adults, Dislocated Workers and Youth of Plumas County.

**2. Discussion:** AFWD is one of four service providers for the Northern Rural Training and Employment Consortium (NoRTEC) providing various workforce development programs in six of NoRTEC's 11 counties, Butte, Lassen, Modoc, Nevada, Plumas and Sierra counties. Supervisor Thrall represents Plumas County on the NoRTEC Governing Board. AFWD's purpose is to create an atmosphere for both the job seeker and the employer – A place where they can succeed in all endeavors by using the services available to them. We continue to put an emphasis on our "business first" philosophy, as embraced by NoRTEC and also by the new legislation, which increases the focus on business outreach and requiring that businesses be in the forefront of our service delivery models.

Successful AJCC's recognize the value of partnerships with other service agencies, job seekers, employers, and the community they serve. Staff continue to work with job seekers and local businesses to ensure that employers find the most qualified individuals for the job and our job seeking customers obtain sustainable work. All efforts are tied to enhancing the workforce development, economic vitality, and a *stable and prosperous business community* throughout Plumas County.

- Plumas County's unemployment rate for June of 2018 stood at 6.5%. This is half a percent lower than this time last year, when Plumas County's unemployment rate stood at 7.0%.
- Customers July 1, 2017– June 30, 2018: A total of 1,649 visits took place by individuals utilizing the many services available through the Plumas Business and Career Network.
- Business Services: We provided 134 businesses with a range of services including, business retention, expansion, recruitment, job postings, labor market information, human resource support, layoff assistance and access to interviewing and meeting space. A total of 906 services were provided to these businesses, indicating that

multiple contacts/services are being provided to these employers. This demonstrates that AFWD is succeeding in what WIOA envisioned, which is the development of long-term relationships with our local employers in order to better understand their needs.

- Rapid Response Activities: For July 1, 2017 through June 30, 2018, we assisted 3 individuals who were laid off from one business in Plumas County. These individuals were provided career advising, job search assistance and worked with staff on getting back into the workforce.

### **3. Program Highlights:**

Medical Leadership Training: "Leading in a Healthcare Environment" consisted of a four session course sponsored and brought to Plumas County by the Northern Rural Training and Employment Consortium, (NoRTEC) and AFWD. This course was developed by the Health Workforce Initiative, a program of the Workforce and Economic Development Division of the California Community College Chancellor's office. The training was conducted by instructors from Butte College's The Training Place. Participants from four Healthcare entities committed 45 staff members to attend the training which focused on four areas of leadership: "Communicating for Leadership Success", "Coaching for Peak Performance", "Your Leadership Journey", and "Maximizing Team Performance". This partnership has created a platform for ongoing training and staff development within our local healthcare industry.

Employer Based Training: AFWD worked with numerous employers throughout the county to provide employer based training to individuals who lacked all of the necessary skills for their career pathway. The On the Job Training (OJT) program reimburses employers a percentage of an individual's wages to assist with the additional costs associated with the extra training. A total of 6 clients had active OJT's that totaled \$22,030 in direct wage reimbursements to Plumas County employers. Placements included positions such as a Registered Nurse, Heating and Air Conditioning Technician, Water/Waste Water Treatment Operator 1, Assistant Case Manager, and an Administrative Account Clerk.

Classroom Training: Many of our clients require additional training and or certifications in a specific field in order to obtain full-time employment. During the fiscal year, AFWD supported 18 clients through some form of classroom training for certification. The total amount funded for classroom training leading to a certification this reporting year is \$11,848.00. The average wage for those clients after exiting to employment is \$22.49.

Temporary Job Creation/Storm 2017: In early 2017, the president signed an emergency disaster declaration for the State of California as a result of the ongoing storms and floods. With this declaration, federal funding was made available to assist with clean-up efforts in counties that were designated disaster areas. Plumas County was one of the counties included. With these funds, temporary jobs were created for long-term unemployed job seekers to assist public and non-profit organizations with their clean-up projects related to the winter storms of 2017. AFWD has provided approximately \$349,948.00 in salaries to workers placed at Caltrans-Beckwourth yard, Caltrans-Chester yard, Caltrans-Quincy yard, Central Plumas Recreation & Parks District, City of Portola, Indian Valley Community Services, and Plumas Rural Services in Plumas County.

Plumas County Community Corrections Partnership, (CCP): AFWD staff provides weekly life skills and job development workshops within the Plumas County Detention facility. Participants are provided with information on local resources available to assist with education, training, job search, behavioral health, etc. A total of 48 individuals have participated in these workshops.

Conclusion: AFWD is pleased to continue offering Workforce Development services in Plumas County and providing valuable services to both businesses and job seekers. All of our efforts are geared towards creating a solid workforce, economic vitality and a stable and prosperous business community throughout Plumas County. If you have any questions, please feel free to contact me at (530) 283-1606.

For more information about AFWD activities, please visit our website, [www.afwd.org](http://www.afwd.org) and click on CC Reports. Here you will find quarterly reports for each of AFWD's county operations.

Thank you for your time.

Valerie Bourque  
Business Service Representative



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**PLUMAS COUNTY  
FLOOD CONTROL & WATER CONSERVATION DISTRICT  
C/O PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**  
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135  
*Robert A. Perreault, Jr., P.E.* *Director of Public Works and Manager, District*

**AGENDA REQUEST**

for the August 7, 2018 Meeting of the FC&WC District Governing Board

July 30, 2018

To: Honorable Governing Board

From: Robert Perreault, Manager   
Plumas County Flood Control & Water Conservation District

Subject: Authorize the Chair of the Governing Board to Execute a Letter Response to the California Department of Water Resources July 13, 2018 "Notice of Preparation of an Environmental Impact Report for the Proposed State Water Project Water Supply Contract Amendments for Water Management and California WaterFix." Discussion and possible action.

**BACKGROUND**

**The SWP Water Supply Contract Amendment—California WaterFix**

The California Department of Water Resources (DWR) has proposed to amend the existing water contracts of the public water agencies that collectively participate in the State Water Project. The Plumas County Flood Control and Water Conservation District is one of the public water agencies.

The first meeting (Negotiation Meeting 1) was conducted on December 10, 2014.

In July 2015, DWR identified "WaterFix" as the preferred project alternative, replacing the Bay Delta Conservation Plan (BDCP). DWR and 29 public water agencies intend to negotiate terms and conditions for developing proposed amendments to the SWP water supply contracts that will address allocation and payment of certain planning, engineering, construction, operation, maintenance, and environmental mitigation costs of WaterFix. The negotiations will also consider potential changes to the SWP water supply contracts for water management actions, including water transfers.

Agenda Request for the August 7, 2018 Governing Board Meeting:  
Authorize the Chair to Execute a Letter Response to the DWR's July 13, 2018  
"Notice of Preparation of an Environmental Impact Report for the Proposed State Water Project  
Water Supply Contract Amendments for Water Management and California WaterFix."  
July 30, 2018  
Page 2

Contract Amendment for California WaterFix public negotiation meetings have been underway during the 2018 Public Negotiation Meetings.

Fifteen negotiation meetings were conducted during the first half of 2018.

#### **NEXT STEPS**

Negotiations to date have led to a draft non-binding Agreement in Principle (AIP)

At the June 27, 2018 Public Negotiation Meeting, the negotiating parties agreed the AIP was *sufficiently complete* to begin the California Environmental Quality Act (CEQA) process. The AIP is the basis for the CEQA project description and tribal outreach.

Once finalized, the AIP will be submitted to the Governing Board for approval consideration.

On July 13, 2018, DWR released a Notice of Preparation (NOP), notifying the public of DWR's intent to prepare an Environmental Impact Report (EIR) consistent with CEQA requirements.

A copy of the July 13, 2018 NOP is attached.

The NOP comment opportunity is a public process. Anyone interested, including the Plumas County Flood and Water Conservation District, may comment on the scope of the EIR for the proposed project. Comments must be in writing and received by 5 p.m. on August 13, 2018, which is 30 days after publication of the NOP.

The contract amendments will not be finalized and signed until the CEQA compliance process is complete.

The DWR will be the Lead Agency to prepare an Environmental Impact Report (EIR) for the proposed State Water Project Water Supply Amendments for Water Management and California WaterFix (proposed project).

The proposed project would add, delete and modify provisions of the State Water Project (SWP) Water Supply Contracts (Contracts) to allow greater water management regarding transfers and exchanges of SWP water supply within the SWP service area; and changes in financial provisions, including methods used by DWR to recover certain costs of SWP facilities. The proposed project would not build or modify existing SWP facilities nor change each Public Water Agency's contractual maximum Table A Amounts. The proposed project is located within the SWP Service Area, which includes the water delivery facilities of the SWP and service areas of the Public Water Agencies that receive water from the SWP.

Also attached is a draft response letter for consideration by the Governing Board on August 7, 2018. The Manager of the District, the District's Consultant and County Counsel will be available to answer questions at the August 7, 2018 Meeting

Agenda Request for the August 7, 2018 Governing Board Meeting:  
Authorize the Chair to Execute a Letter Response to the DWR's July 13, 2018  
"Notice of Preparation of an Environmental Impact Report for the Proposed State Water Project  
Water Supply Contract Amendments for Water Management and California WaterFix."  
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**RECOMMENDATION**

The Manager of the District respectfully recommends that the Governing Board vote to:

Authorize the Chair of the Governing Board to Execute a Letter Response to the California Department of Water Resources July 13, 2018 "Notice of Preparation of an Environmental Impact Report for the Proposed State Water Project Water Supply Contract Amendments for Water Management and California WaterFix."

**Attachments:**

1. Notice of Preparation (NOP), dated July 13, 2018
2. Draft, Proposed Response Letter

**NOTICE OF PREPARATION**  
**Environmental Impact Report**  
**For the**  
**Proposed SWP Water Supply Contract Amendments**  
**for Water Management and California WaterFix**

July 13, 2018

**INTRODUCTION**

Pursuant to the California Environmental Quality Act (CEQA), the Department of Water Resources (DWR) will be the Lead Agency and will prepare an Environmental Impact Report (EIR) for the proposed State Water Project Water Supply Contract Amendments for Water Management and California WaterFix (proposed project). As more fully discussed below, this proposed project includes amending certain provisions of the State Water Resources Development System (SWRDS) Water Supply Contracts (Contracts).

SWRDS (defined in Water Code Section 12931), or more commonly referred to as the State Water Project (SWP), was enacted into law in the Burns-Porter Act, passed by the Legislature in 1959 and approved by the voters in 1960. DWR constructed and currently operates and maintains the SWP, a system of storage and conveyance facilities that provide water to 29 State Water Contractors known as the Public Water Agencies<sup>1</sup> (PWAs). These PWAs include local water agencies and districts legislatively enabled to serve irrigation, municipal and industrial water supply customers or retail water supply

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<sup>1</sup> The State Water Project Public Water Agencies include Alameda County Flood Control and Water Conservation District (Zone 7), Alameda County Water District, Antelope Valley-East Kern Water Agency, Castaic Lake Water Agency, City of Yuba City, Coachella Valley Water District, County of Butte, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, The Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, Plumas County Flood Control and Water Conservation District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Gorgonio Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Barbara County Flood Control and Water Conservation District, Santa Clara Valley Water District, Solano County Water Agency, Tulare Lake Basin Water Storage District, and Ventura County Flood Control District.

agencies throughout Northern California, San Joaquin Valley, San Francisco Bay Area, Central Coast Area, and Southern California (SWP Service Area).

The SWP is the largest state-owned, multi-purpose, user-financed water storage and delivery system in the United States. The PWAs receive water service from the SWP in exchange for paying all costs associated with constructing, operating and maintaining the SWP facilities that are attributable to water supply.

The Contracts include water management provisions for actions such as the transfer or exchange of SWP water between PWA's, as well as financial provisions including the methods used by DWR to recover certain costs associated with the planning, construction, and operation and maintenance of SWP facilities. The Contracts are substantially uniform; an example of a current Contract for one of the PWAs (Metropolitan Water District of Southern California) is available at <https://www.water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/State-Water-Project/Management/Water-Supply-Contract-Extension/Files/Appendix-CExample-Water-Supply-Contract.pdf> for reference, including definitions of Contract terms. The Contract provisions reflected DWR's expectations at that time (1960s) with respect to future water demand and the planned construction of SWP components. DWR and the PWAs have made many amendments to the Contracts to address matters that have arisen over the past 55 years, including amendments in 1995 known as the Monterey Amendments.

Recently DWR and the PWAs have agreed to enter into the process for amending the Contracts to confirm and supplement certain provisions for several water management actions, including transfers and exchanges, and to address changes in financial provisions related costs of California WaterFix. In February 2018, DWR and the PWAs resumed the public process to negotiate the proposed amendments. This public process was initially noticed in November 2014 for cost allocation of the proposed Bay Delta Conservation Plan (BDCP). Since that time, DWR proposed a new alternative to BDCP called the California WaterFix. In July 2017, DWR certified its Final EIR, adopted Findings of Fact, a Statement of Overriding Considerations, an MMRP, and issued its Notice of Determination approving the California WaterFix. The purpose of the resumed negotiations was to address terms and conditions of water management actions related to water transfers and exchanges, and to develop terms and conditions for allocation of costs of California WaterFix for PWAs that directly benefit from WaterFix. The negotiations led to development of a non-binding agreement in principle known as the "Agreement in Principle Concerning the State Water Project Water Supply Contract Amendments for Water Management and California WaterFix" (AIP) that describes the

proposed project. The AIP is the proposed project described in this Notice of Preparation (NOP).

## **BACKGROUND**

The SWP is a multi-purpose water storage and delivery system consisting of reservoirs, pipelines and aqueducts, power plants, and pumping plants which DWR maintains and operates. One of its main purposes is to store and convey water to the PWAs. Over 26 million Californians and 750,000 acres of agricultural land utilize water from the SWP. On average, approximately 70 percent of SWP water is allocated to urban users and 30 percent to agricultural users in accordance with the Contracts. The SWP is also operated to improve water quality in the Sacramento-San Joaquin Delta, control flood waters, generate electricity, provide recreation, and enhance fish and wildlife.

In the 1960's, DWR entered into Contracts with 29 Public Water Agencies to construct, operate, and maintain facilities needed to provide water service. The Contracts are complex legal documents with multiple provisions, primarily covering water delivery, payments, allocations of water supply and other general contract terms. Over time, the contracts have been amended to account for changed conditions. Most recently, as highlighted by the recent droughts, there is a need to address provisions for flexibility in the water management tools, such as transfers and exchanges, to ensure SWP supplies are used efficiently. In addition, the intent to construct new SWP facilities, namely California WaterFix, requires DWR address provisions for allocating costs.

As a result, DWR and the PWAs participated in 15 negotiating sessions between February and June 2018. The negotiations, open to and attended by members of the public, resulted in an AIP on the proposed changes to the Contracts. The AIP describes, in general terms, amendments to the existing Contracts related to water management actions to provide flexibility in water transfers of SWP water among PWAs, clarify terms of water exchanges of SWP water among PWAs, and address cost allocation for California WaterFix among PWAs. The negotiations and AIP are not a forum or basis for modifying existing decisions and approvals made on California WaterFix. The AIP describes the proposed project for the Draft EIR. A copy of the AIP can be found at <https://www.water.ca.gov/Programs/State-Water-Project/Management/Water-Supply-Contract-Amendment> or by requesting a copy at the address at the end of this Notice.

The AIP does not represent a contractual commitment by DWR or the PWAs to approve a proposed project or to amend the Contracts, but is a recommendation to pursue and to analyze the potential environmental effects of the proposed project. Once the EIR is completed and a Notice of Determination filed, DWR and the PWAs will then consider whether to execute the amendments to the Contracts or take other action.

## PROJECT OBJECTIVES

DWR and the PWAs have common interests to ensure supplies from the SWP are used efficiently and to ensure the financial integrity of the SWP. In order to address water management flexibility and to allocate costs for California WaterFix, DWR and the PWAs agreed to the following objectives:

1. Supplement and clarify terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area.
2. Provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity.

## PROJECT AREA

The proposed project is located within the SWP Service Area. Figure 1 shows the primary water delivery facilities of the SWP. Figure 2 shows the service areas of the PWAs that receive water supply from the SWP. These figures are included at the end of this document.

## PROJECT DESCRIPTION

The proposed project would add, delete and modify provisions of the Contracts based on the AIP. The proposed project would not build or modify existing SWP facilities nor change each PWA's contractual maximum Table A Amounts. The proposed project would:

- Add, modify, and clarify conditions and terms to the agreements for transfers and exchanges of SWP water between PWAs.
- Allow multi-year transfers of SWP water between PWAs that include terms developed by the PWAs to the agreements, including quantity, duration, and compensation, and that such transfers may be packaged in two or more transfer agreements between the same PWAs.
- Clarify provisions related to the exchanges of SWP water between PWAs.
- Establish reporting requirements for transfers and exchanges of SWP water by PWAs.
- Establish terms for transfer and exchange of stored SWP water/carryover water.
- Establish California WaterFix facilities allocation factors based on PWA participation percentages to be used for repayment of planning, construction, operation and maintenance costs associated with California WaterFix.
- Identify the methods of calculating costs and repayment of costs for California WaterFix.

## **ENVIRONMENTAL BASELINE**

CEQA Guidelines Section 15125 states that an EIR must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time the NOP is published from local, regional, and, in this case, state perspectives (existing conditions). The environmental setting will constitute the baseline physical conditions that DWR, the Lead Agency, will use to determine whether an impact is significant. In general, the environmental baseline is the same as existing conditions.

## **PROJECT ALTERNATIVES**

A reasonable range of potentially feasible project alternatives, in addition to the no project alternative, will be addressed, following the scoping process and will consider the views of agencies and the public.

## **POTENTIAL ENVIRONMENTAL EFFECTS**

The EIR will analyze resources that may be affected by the proposed project. Resource topics to be considered for analysis in the EIR include the following:

- aesthetics
- agriculture and forestry resources
- air quality
- biological resources
- cultural resources
- energy
- geology and soils
- greenhouse gas emissions
- hazards and hazardous materials
- hydrology and water quality (surface and groundwater resources)
- land use and planning
- mineral resources
- noise
- population and housing
- public services
- recreation
- transportation/traffic
- tribal cultural resources
- utilities and service systems (including water supply)

## **SCOPING MEETINGS**

A scoping meeting will be held on Thursday August 2, 2018 in the Resources Building Auditorium, 1416 Ninth Street, Sacramento, CA 95814 from 11 am to 1 pm.

July 13, 2018

The scoping meeting will include a brief presentation about the proposed project at the beginning of the meeting with time for public comments on the content and scope of the EIR to follow.

July 13, 2018

## WRITTEN COMMENTS

This NOP is being circulated to obtain suggestions and information from interested parties, including responsible and or trustee agencies and members of the public on the content and scope of issues that may be addressed in the EIR. Written comments from interested parties are invited to ensure that the full range of issues related to implementation of the proposed project is identified early in the CEQA process.

Agencies and organizations should provide a contact name and information in their letters. All comments received, including names and addresses, will become part of the official administrative record and may be made available to the public. DWR will post NOP comment letters in their entirety on the DWR web page for the proposed project at <https://www.water.ca.gov/Programs/State-Water-Project/Management/Water-Supply-Contract-Amendment>

In accordance with CEQA Guidelines section 15082(b)(1)(B), within 30 days of receiving the NOP, responsible and trustee agencies shall provide DWR with specific detail about the scope and content of the environmental information to be included in the Draft EIR related to their area of statutory responsibility. Comments from individual respondents, including names and home addresses of respondents, will be made available for public review. You may request DWR withhold your contact information from public disclosure, which will be honored to the extent allowable under California law. If you wish DWR to consider withholding this information, you must state this prominently at the beginning of your comments.

Written comments on the scope of the EIR are due no later than 5:00 pm on August 13, 2018 All comments or questions about the environmental review process should be mailed to Cassandra Enos-Nobriga, Executive Advisor, State Water Project, Department of Water Resources, 1416 Ninth Street, Room 1148 3, Sacramento, CA 95814 or e-mailed to [ContractAmendment\\_comments@water.ca.gov](mailto:ContractAmendment_comments@water.ca.gov). Additional information on the proposed project can be found on the DWR web page at the link for the proposed project provided above.

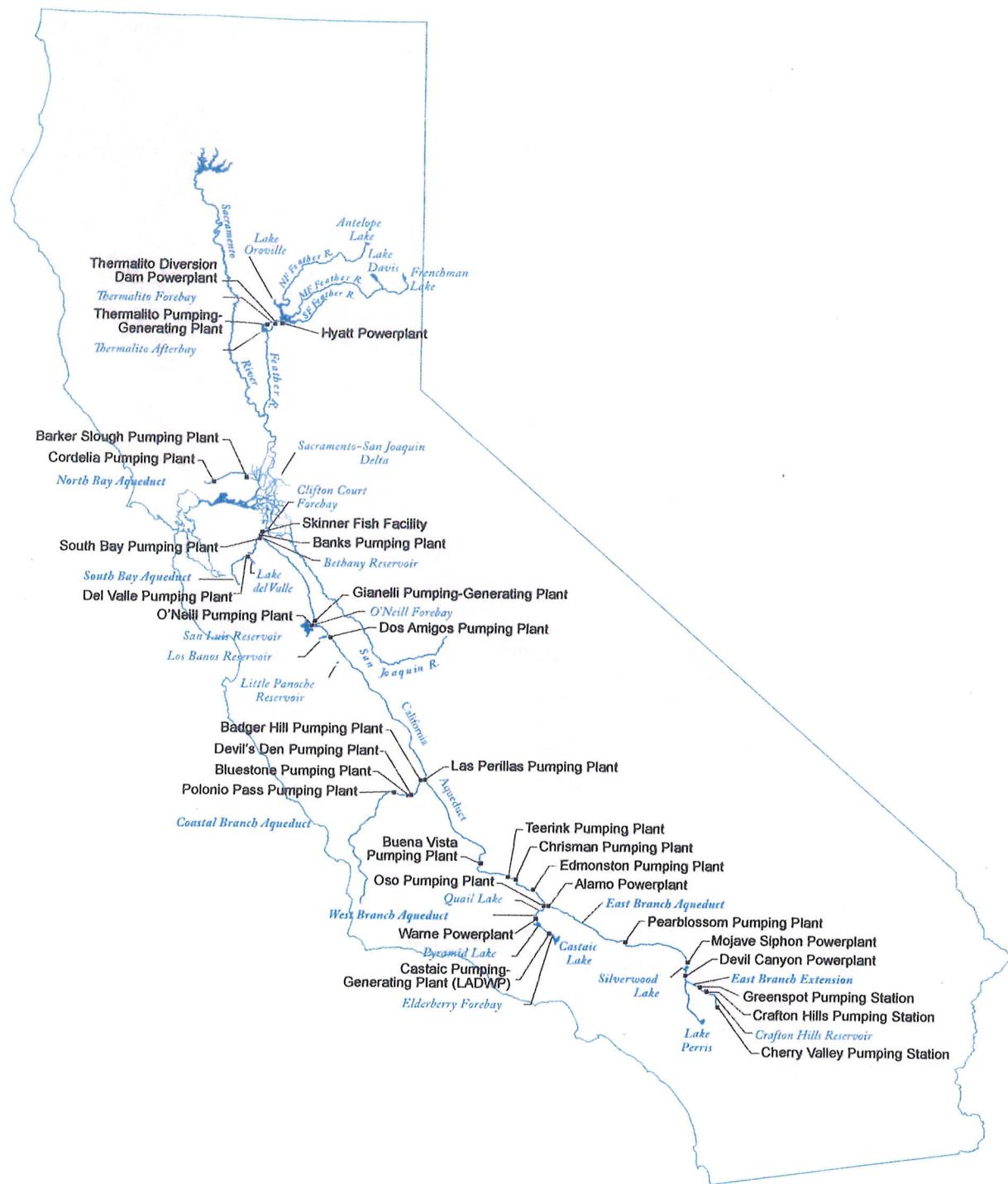
Date:

Signature:



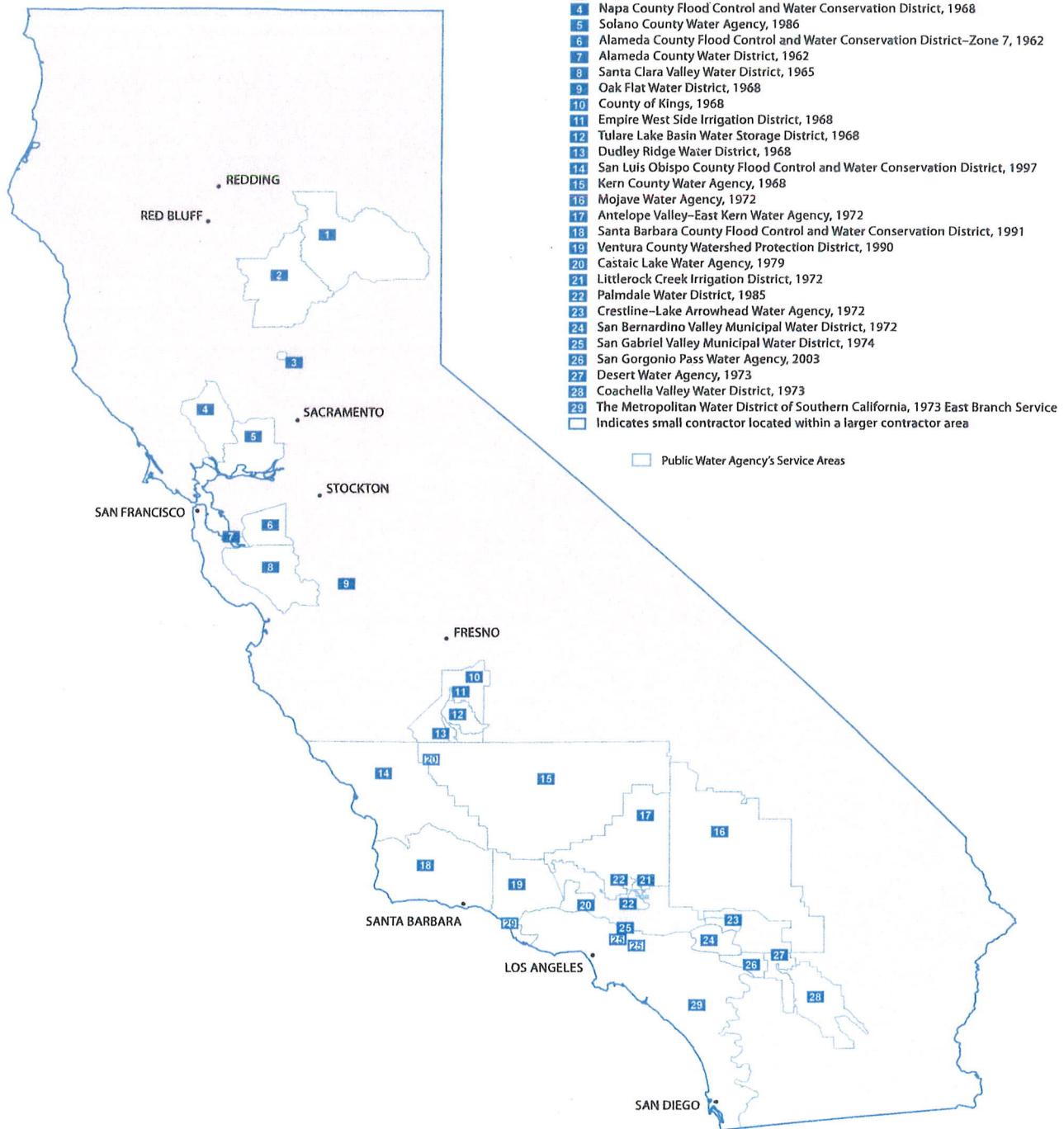
Title:

Deputy Director of the State Water Project



SOURCE: California Department of Water Resources,  
Bulletin 132-16, June 2017

**Figure 1**  
Primary State Water Project Water Delivery Facilities



SOURCE: California Department of Water Resources,  
Bulletin 132-16, June 2017

**Figure 2**  
Public Water Agency's Service Areas



**PLUMAS COUNTY  
FLOOD CONTROL & WATER CONSERVATION DISTRICT**

**C/O PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

**1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**

*Jeff Engel, Chair, Governing Board*

*Robert A. Perreault, Jr., P.E., Director of Public Works and Manager, District*

E-mailed on August 8, 2018 to [ContractAmendment\\_comments@water.ca.gov](mailto:ContractAmendment_comments@water.ca.gov)

**RE: Notice of Preparation (NOP) Environmental Impact Report for the  
Proposed State Water Project (SWP) Water Supply Contract Amendment for  
Water Management and California Water Fix (CWF)**

August 7, 2018

The Plumas County Flood Control and Water Conservation District (Plumas) appreciates the opportunity to comment on the above-referenced NOP. Plumas is a State Water Project (SWP) Contractor and a Public Water Agency (PWA).

Plumas has been actively involved in both Agreements in Principle (AIPs) for the proposed projects. Plumas is one of four SWP PWAs that have not signed the 2014 Contract Extension Agreement in Principle (CE AIP). Plumas is prepared to bring the California Water Fix Agreement in Principle (CWF AIP) to the Governing Board for the Plumas Flood Control and Water Conservation District, pending some further clarification of assignments of power costs to Plumas for the proposed CWF project.

**General Comments:**

Plumas previously submitted comments on the 2016 SWP Contract Extension Draft Environmental Impact Report (DEIR). In those comments, Plumas provides an alternative that decouples existing debt from new debt for undefined future SWP storage and conveyance projects, suggests alternatives for allocating debt for future SWP capital facilities projects that were not in existence prior to January 1, 1987, and for financing other capital projects not already listed in the contract for which water system facilities revenue bonds could be sold. Plumas also proposes an "opt out" provision for Contractors that are not beneficiaries of new SWP projects and that represent only a fraction of 80% of Table A, or 80% of "participating Contractors." After the DEIR comment period closed, DWR suspended the CEQA process until July, 2018. The Plumas DEIR comments are incorporated herein by reference since DWR has not yet posted DEIR comments on the DWR website.

From the NOP:

- The proposed project has been identified as the California Water Fix.
- The proposed geographic scope is displayed in Figures 1 and 2 in the NOP. The Figure 1 map of California displays the Primary State Water Project Delivery Facilities and the rivers and conveyance that connects them. The Figure 2 map of California displays the service areas for the 29 SWP PWAs.
- Water management actions and approval processes have been proposed in the CWF AIP for South of Delta (SOD) Public Water Agencies (PWAs) (a/k/a SOD Contractors).
- North of Delta (NOD) PWAs are exempt from costs for CWF unless NOD PWAs transfer their Table A water through CWF facilities to SOD PWAs.
- The CWF AIP proposes that PWAs take responsibility for complying with CEQA below SLR.
- A CEQA checklist has been provided for commenters to frame environmental effects associated with the proposed CWF AIP.
- Both the Contract Extension AIP and the California Water Fix AIP enable the development and financing of new SWP projects “when mutually agreed to by Department of Water Resources (DWR) and at least 80% of the affected Contractors provided the approving affected Contractors’ Table A amounts also exceed 80% of all affected Contractors”.
- Neither the CE AIP nor the CWF AIP nor the NOP address NOD water management issues upstream of San Luis Reservoir (SLR).

Plumas recommends that the DWR now begin the disclosure and environmental analysis for water management of NOD SWP storage and conveyance facilities above the SLR and how changes in the management of those NOD facilities could affect SWP deliveries to SOD PWAs and the environments in their service areas.

The NOP scope of analysis for water management above SLR, based on NOP Figures 1 and 2, includes diversions of SWP water from the Bay-Delta upstream to the releases of stored water in SWP facilities located within in the Sacramento and San Juaquin subwatersheds of the Bay-Delta watershed.

Plumas appreciates that this NOP does describe the California Water Fix (CWF) as the proposed project and that the AIP for the CWF includes the exemption of the five (5) North of Delta (NOD) Contractors, including Plumas, from apparently all costs associated with the design, permitting, implementation, mitigation, and operation (including variable power costs) for the CWF. Plumas appreciates the enhanced level of transparency about the proposed CWF project and the genuine effort by DWR and the PWAs to engage in publicly negotiating the cost allocation and water management process for the CWF as stipulated in the Settlement Agreement for the Monterey SWP Contract Amendments.

The Project Objectives proposed for the NOP include improving water management within the SWP service area and providing a fair and equitable approach to cost of CWF. Absent a stated objective for the proposed project about inputs to the SLR, the NOP appears to assume that inputs to the SLR will be unchanged by the proposed project or other factors.

Plumas recommends that the NOP expand the proposed project objectives to include the disclosure and analysis of “default” Bay Delta inflows and outflows that are proposed in the State Water Resources Control Board’s (Water Board) July 2018 Framework for the Sacramento/Delta Update to the Bay-Delta Plan. The Water Board Framework clearly states that absent

collaborative water management agreements with upstream and senior water rights holders in the Bay Delta watershed, the Water Board will mandate that higher “default” inflows be released from upstream SWP reservoirs and that SWP diversions in the Bay-Delta will be reduced for higher outflows from the Bay Delta to the ocean. Assumption of unchanged inputs to SLR no longer appears to be a reasonable CEQA baseline for analyzing the proposed project. DWR’s assumption of unchanged inputs to SLR no longer appears to be a reasonable CEQA baseline for analyzing the proposed project now that the Water Board has initiated a water rights proceeding in order to revise flows in the Bay Delta watershed. DWR is the Lead Agency for CEQA compliance for SWP water management. Now that the State Water Resources Control Board has released the July 2018 Framework for the Sacramento/Delta Update to the Bay-Delta Plan, DWR must now undertake its “upstream of SLR” water management responsibilities and integrate an analysis of changes proposed by the Water Board to existing SWP reservoir operations NOD and for SWP diversions from the Bay Delta to comply with the Water Board’ proposed mandatory default flows. The CEQA for the CWF is the appropriate venue for this analysis because the cost-effectiveness and the environmental effects of the CWF will be affected by the new flow regime mandated by the Water Board for the Bay Delta watershed. The Water Board proposes to begin mandating new flows in late 2018 which makes this CEQA a timely process for analyzing costs and environmental effects of the CWF over a 50 year future period from an appropriate CEQA baseline for future SWP water management above and below the San Luis Reservoir.

DWR’s “Statement for the July 3, 2018 Informational Hearing on this NOP before the California Legislature” includes a discussion of the CEQA baseline for the CWF. DWR proposes to rely on the “July 2017 certification for the Final EIR, including Findings of Fact, a Statement of Overriding Considerations, a MMRP and issued a Notice of Determination approving the California Water Fix as an updated version of the Bay-Delta Conservation Plan (BDCP)” as the CEQA baseline for this NOP. Parties legally challenging the Validation of the now certified BDCP/CWF EIR note that the BDCP/Delta tunnels/CWF are already the subject of numerous pending legal actions challenging compliance with CEQA, state laws protecting the Delta, the public trust doctrine, federal and state laws protecting endangered species, and the existing system of water rights in California whereby the SWP is a junior water rights holder to water rights users upstream and tributary to the Bay-Delta, including the areas of origin, tribes with unexercised but reserved water rights, and water necessary to secure the viability of Bay-Delta watershed-dependent fish and wildlife species and their habitats. The Water Board proposes to significantly change existing water management in the Bay Delta watershed this year to begin addressing issues brought forward by the parties litigating the BDCP/CWF EIR.

For example, the Water Board’s July 2018 Framework for the Sacramento/Delta Update to the Bay-Delta Plan states:

*“Existing regulatory minimum Delta outflows are too low to protect the ecosystem and without additional regulatory protections, existing flows will likely be reduced in the future as new storage and diversion facilities are constructed, and as population growth continues.” (P.6.)*

*“Under the current requirements, flows are completely eliminated or significantly at certain times in some streams in the Sacramento/Delta watershed, and a significant portion of the inflows that are provided to the Delta are exported without contributing to Delta outflows.” (Ibid.) “The information summarized in the Science Report specifically establishes the need for new and modified inflow and cold water habitat, Delta outflow, and interior Delta flow requirements that work together in a comprehensive framework with other complimentary actions to protect the Bay-Delta ecosystem.” (P.7)*

*“Implementation of the cold water habitat objective would require reservoir owners/operators to develop and implement a long term strategy and annual plans for maintaining downstream temperatures. The strategies and plans would be developed in coordination with the State Water Board, fisheries agencies, and other appropriate entities.” (P.26) “In the absence of voluntary tributary plans, reservoir operators would be immediately subject to the narrative and be required to comply with the implementation provisions described above.” (P.27)*

And finally, *“The Projects would bear a significant portion of that responsibility since they are the largest, most junior diverters in the watershed and have diversions at the end of the watershed that significantly affect outflows. However, they would not bear the entire responsibility because flows are necessary on all of the tributaries to achieve ecological benefits.” (P.27)*

Plumas County joined the Validation litigation with other NOD Counties and Districts to ensure that the CEQA analysis is not piecemealed, that senior water rights holders in the Bay-Delta watershed are protected from unmitigated and non-voluntary diversions of water supplies upstream of the Bay-Delta for new SWP Projects that benefit of 80% of Contractors where the Metropolitan Water District (MWD) and Kern County Water Agency KCWA, both SOD SWP Contractors, account for 72% of SWP Contractors/Table A Contract Allocations. The ongoing confusion among some SWP Contractors and other parties about the Constitutional supremacy of executed Contracts over CEQA, the California water rights priority system, the California Public Trust Doctrine, and California Water Code’s prevention of wasteful and unreasonable uses of water, and ongoing legislative oversight and review is of great concern to Plumas. The timing of executed SWP Contracts in relation to these other aforementioned authorities and including ongoing legislative oversight over SWP financing and regulatory compliance, is already being discussed in some SWP PWA public meetings as a way to circumvent the changes to SWP water management that the Water Board is proposing in the 2018 Framework.

Without disclosure and analysis by DWR as the Lead Agency for this EIR about the relationship of the new SWP contracts to the Water Board’s Framework, this EIR may be infected with fatal omissions related to DWR using the wrong baseline for the CWF EIR. Based on the Plumas experience with the Monterey Amendments litigation, the new “Monterey Plus” EIR and the Monterey Settlement Agreement; the new SWP contracts should not be executed and proceed while legal challenges to this EIR languish for over a decade awaiting resolution by the Courts. The CWF AIP appears to Plumas to rely heavily on the assumption that Kern Fan litigation over the Monterey “Plus” EIR will be unsuccessful or delayed so long that it becomes irrelevant once the new SWP contracts are executed. This approach to be sued and proceed for years and years down the new SWP contract water management path risks real harms to NOD SWP PWAs and the environments in their service areas. This EIR is timely and the timing of the EIR in relation to the execution of new SWP contracts is a crucial part of the EIR analysis.

#### **Comments and Recommendations:**

Plumas submits comments and recommendations with the hope and expectation that DWR will define the scope of this EIR broadly enough to address the analysis of the following alternatives:

1. Develop an alternative in this EIR that describes how DWR will comply with the Water Boards' Framework for the Sacramento/Delta Update for the Bay-Delta Plan as a junior water rights holder **before** the new SWP Contracts are executed.
2. Develop an alternative in this EIR that utilizes the successful public negotiation framework for the CWF AIP as a framework for proposing a process for DWR to identify voluntary Water Board compliance opportunities with NOD PWAs and other upstream tributary diverters in the Bay Delta watershed to meet proposed mandatory SWP inflow and outflow flow requirements **before** the new SWP Contracts are executed.
3. Develop an alternative in this EIR that enhances the financial soundness of the SWP by prioritizing, decoupling, and committing SWP financing for the estimated over 19 billion dollars in repairs needed for existing SWP storage and conveyance infrastructure **after** the SWP Capital Facilities Plan is released and **before** the new SWP Contracts are executed.
4. Develop an alternative in this EIR that allows small NOD and SOD SWP Contractors to "opt out" of new SWP projects that provide no direct benefits to their service areas and that may even indirectly harm senior water rights holders and disadvantaged communities and tribes **before** the public transparency and accountability for negotiating cost allocations for new SWP projects expires with the certification of the CEQA for the Proposed SWP Water Supply Contract for Water Management and California Water Fix.
5. Develop a schedule for the release of this EIR that includes delaying DWR's current request for the final Joint Legislative Budget hearing required under Water Code section 147.5 until **after** EIR alternatives have been developed and analyzed in this EIR and the draft EIR is circulated to the public, the SWP PWAs, and the Bay Delta watershed's water rights holders and diverters for review and comment for at least 60 days. DWR can thereby, or alternatively, by a clear statement from DWR legal counsel that executing new SWP Contracts before the EIR is circulated for review does not undermine CEQA or legislative and agency authorities. This avoids the perception by many parties that DWR is preempting existing water management laws and authorities by prematurely executing new SWP Contracts

**Specific Comments on the scope and substance of the EIR for the Proposed SWP Water Supply Contract for Water Management and California Water Fix (CWF):**

Plumas requests that DWR include explanatory language in the EIR to address the following issues of importance to Plumas and some of the other PWAs:

Describe how existing Monterey Settlement Agreement obligations such as the final payment to the Monterey Plaintiffs and the Plumas Contract Amendment will be addressed before the new SWP Contracts are executed.

Describe how the Evergreen clause in the existing contracts will be addressed in the new contracts and describe how PWAs that extend their existing SWP contract under the Evergreen clause will be exempted from new SWP debt for new SWP projects and including being exempted from new project mitigation costs and power costs being assigned to the Delta Water Charge or the Delta Transportation Charge or the Variable and/or Embedded Power charge for new SWP projects that currently all Contractors pay through their existing contracts.

Or stated differently, how will existing debt for the SWP and new debt for new SWP projects, including unforeseen environmental mitigation costs or project development and O&M cost overruns for new SWP projects be allocated for PWAs who extend their existing contracts and who also are not participating PWAs for new SWP projects?

Describe how costs related to the design and development of the CWF and other new SWP projects will be refunded to non-participating PWAs once the participating PWAs have been identified.

Identify and distinguish the PWAs in the new SWP contract that are exempt from being required to obtain majority votes from customers in their service areas from PWAs that must obtain majority votes from customers to raise fees for new water projects serving their service areas. This taxing authority distinction is important for disclosing how the SWP maintains fiscal integrity if the PWAs without “blank check” taxing authority are unsuccessful in securing the financing needed to pay for new SWP projects. DWR’s assurances that the participating PWAs will fully cover the costs of defaulting PWAs are unsupported unless the “blank check” PWAs are identified and unless they commit to financing defaults by other PWAs, even in the face of declining SWP water reliability and rising SWP water costs.

Thank you for the opportunity to provide comments on the Notice of Preparation (NOP) Environmental Impact Report for the Proposed State Water Project (SWP) Water Supply Contract Amendment for Water Management and California Water Fix (CWF). Plumas looks forward to the draft EIR and the opportunity to work closely with DWR and the other SWP PWAs on an environmentally sustainable and fiscally sound future for the SWP.

Submitted by,

Jeff Engle, Chair  
engel.dist.5@gmail.com  
Governing Board  
Plumas County Flood Control and Water Conservation District  
and  
Plumas County Board of Supervisors

cc. Board of Supervisors, County of Plumas – [pcbs@countyofplumas.com](mailto:pcbs@countyofplumas.com)  
cc. Governing Board, Plumas County Flood Control and Water Conservation District – [pcbs@countyofplumas.com](mailto:pcbs@countyofplumas.com)  
cc. Bob Perreault, Manager, Plumas County Flood Control and Water Conservation District – [bobperreault@countyofplumas.com](mailto:bobperreault@countyofplumas.com)  
cc. Randy Wilson, Director, Plumas County Planning Department – [randywilson@countyofplumas.com](mailto:randywilson@countyofplumas.com)  
cc. Craig Settemire, County Counsel, County of Plumas – [csettemire@countyofplumas.com](mailto:csettemire@countyofplumas.com)  
cc. Honorable Brian Dahle, Assembly District 1  
cc. Bruce Alpert, County Counsel, County of Butte  
cc. Paul Gosselin, Director, Department of Water and Resource Conservation, County of Butte

# PLUMAS COUNTY ENGINEERING DEPARTMENT

555 Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
Robert A. Perreault Jr., P.E., County Engineer



## AGENDA REQUEST

For the August 7, 2018 meeting of the Plumas County Board of Supervisors

Date: July 30, 2018

To: Honorable Board of Supervisors

From: *PL* Robert Perreault, Director of Public Works

*John A. Lambe  
Assistant Director*

Subject: Public Hearing for the consideration and Adoption of a Resolution amending the Master Fee Schedule to establish new, and revise existing Engineering Department fees for various development applications. Discussion and possible action.

### Background:

The Engineering Department is proposing several new application fees for the review and consideration of various development project applications, and revisions to existing service fees.

Review of these development applications focuses on issues and impacts related to development standards, site development, circulation, traffic safety, grading, flood plain, drainage, water quality, and erosion control.

The Engineering Department staff is proposing a new fee category related to Consultation Services. Similar to the fee charged by the Department of Public Works, “**Consultation – Initial**,” is a no-fee service in which an applicant may request an initial consultation to meet with appropriate Engineering Department staff to identify various requirements, procedures, necessary permits, etc., associated with their proposed project. The initial consultation shall not be longer than one (1) hour. “**Consultation – on-going**,” is for consultations longer than one (1) hour. Applicants that request to engage in on-going consultations with Engineering Department staff will be required to submit an “Escrow Deposit” of \$1,000. Engineering Department staff will charge their time spent on providing consultation services against this deposit. Any unused funds will be returned to the applicant. If additional funds are needed, the applicant will be required to supplement the deposit as appropriate. Consultation – on-going is not mandatory and will be scheduled only at the request of an applicant.

Additionally, the Engineering Department staff is proposing a new fee for the recordation of Corner Records. Other existing fees have been adjusted to reflect increases in hourly rates and adjustments to estimates in processing time of various applications.

The attached Resolution sets forth the recommended fees for performing these services. Exhibit 1 lists of all of the various application fees with a description of the issues subject to review by the Engineering Department. Exhibit 2 lists the proposed fees and indicates the previous fee amount and Exhibit 3 is the backup materials that document the methodology for establishment of the fees.

Deputy County Counsel has reviewed and approved the fee methodology and the Resolution as to form

Notice of the public hearing pertaining to amendment of the Plumas County Master Fee Schedule has been satisfied with the publication of a Notice of Public Hearing (copy attached) in the June 20, 2018 editions of the *Chester Progressive, Indian Valley Record, Feather River Bulletin* and the *Portola Reporter*.

**Recommendation:**

The Engineering Department respectfully recommends that the Board of Supervisors approve amendment of the Master Fee Schedule to establish new Engineering Department fees for the review of development applications and the revision of existing service fees.

Respectfully submitted,

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Robert A. Perreault, County Engineer  
Plumas County Engineering Department

Attachments: Resolution Amending Master Fee Schedule  
Exhibit 1 - Description of proposed fees  
Exhibit 2 - Comparison of new fees to previous fees  
Exhibit 3 – Fee calculation methodology  
Notice of Public Hearing

**RESOLUTION NO. 18-\_\_\_\_\_**

**RESOLUTION AMENDING PORTIONS OF THE MASTER FEE SCHEDULE TO ESTABLISH NEW, AND AMEND EXISTING, ENGINEERING DEPARTMENT FEES FOR VARIOUS DEVELOPMENT APPLICATIONS.**

**WHEREAS**, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fees for county departments, and

**WHEREAS**, the Master Fee Schedule needs further revision to establish new and amend existing Engineering Department fees associated with various development applications.

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

1. The Master Fee Schedule adopted by Resolution 16-8122 on January 12, 2016 is hereby amended as referenced by Exhibit A.
2. The fees set forth in Exhibit A shall take effect 60 days from the date of adoption of this resolution as provided in Section 66017 of the Government Code of the State of California.
3. Existing fees not included in this Resolution or amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance, or State Law.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 7th day of August, 2018, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Chairperson, Board of Supervisors

Attest:

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Clerk of the Board of Supervisors

**Engineering Department – Local Development Review**  
**Description of Service Fees**  
**July 2018**

The following listing is a description of the various fees that pertain to applications or services processed or performed by the Engineering Department.

- **Amendment of a Recorded Map or Certificated of Correction** (Subdivision Map Act 66469) – Review modification document or amended map for accuracy.
- **Campground Permit Application Review Fee** – Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Consultations** (including Research, Scanning & Emailing) – Fee assessed for time spent on customer requests for information and research.
- **Corner Record** – Recordation of a Corner Record.
- **Development Agreement Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Development Agreement Amendment Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **EIR Review Fee** - Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.
- **Driveway Reviews**
  - **Fire Safe Driveway** - Review of proposed driveways for compliance with fire-safe driveway design and construction standards.
  - **Other Driveway Approvals** – Not currently used
- **Flood Plain Administration**
  - **Initial Consultation** – (Up to 1 hour, including minor research and limited scanning)
  - **Flood Plain Interpretation** – Interpretation of FEMA flood zone boundaries. (including research, scanning and requested letters)
  - **Flood Study** – Review and approval of flood studies as set forth in Chapter 17 of Title 8 of Plumas County Code.
  - **Grant of Relief** – Review and approval of requests to vary or modify the County Code as it pertains to the administration of flood hazard areas as required by County Code Section 8-17.401 et seq.
  - **Letter of Map Amendment/Revision** – Review of modifications to flood hazard areas implemented through these documents.
- **Flood Plain Administration (Grant of Relief)** – Review and approval of requests to vary or modify the County code as they pertain to the administration of flood hazard areas.
- **Hydro Project Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.

- **Inspection Fee** (For the construction phase of improvement plans) – Inspection of improvements depicted on improvement plans associated with site development or recordation of final maps.
- **Lot Line Adjustment** – Review boundary calculations and legal descriptions for final approval.
- **Modification of a Recorded Map Application Review Fee** (Plumas County Code 9-3.508 & SMA 66472.1) Review and comment on application related to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Modification of Development Standards Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Negative Declaration Review Fee**- Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.
- **Parcel Map Check** – Review final map for accuracy and compliance with conditions of approval.
- **Permit to Mine/Reclamation Plan** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Planned Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Record of Survey** – Review for accuracy and processing of document for recordation.
- **Record of Survey (Amendment per Professional Land Surveyors Act 8770.5)** – Review for accuracy and processing of document for recordation.
- **Resubmittal Fee** – Fee assessed for resubmittal of incomplete applications.
- **Reversion to Acreage Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Site Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Special Use Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Subdivision Map Check** – Review final map for accuracy and compliance with conditions of approval.
- **Tentative Map & per Lot Review Fee**-Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Reconsideration of Approved Application Review Fee**– Focused review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Technical Report Review Fee**- Review and comment on Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

## Exhibit A

### Engineering Department Local Development Application Review Fees

<u>Application</u>	<u>Fee</u>
Amendment of a Recorded Map or Certificate of Correction	\$151.00
Campground Permit	\$151.00
Consultation <sup>5</sup>	75.57/hour <sup>2</sup>
Plotter Copies & Scans (1st copy)	\$4.60
Additional copies	\$2.20
Copy Machine Copies	
8 1/2 x 11	\$0.10/page
11 x 17	\$1.00/page
Corner Record	\$15.00
Development Agreement	\$1000.00 Deposit billed at \$75.57/hour <sup>2</sup>
Development Agreement Amendment	\$1000.00 Deposit billed at \$75.57/hour <sup>2</sup>
Driveway Review	
Fire Safe Driveway Review	\$151.00
Other Driveway Review (Not currently used)	
EIR Review	\$151.00
Flood Plain Administration	
Initial Consultation	No Fee
Flood Plain Interpretation	\$75.57/hour <sup>2</sup>
Flood study review and approval	\$500.00 Deposit billed at \$99.90/hour <sup>3</sup>
Grant of Relief	\$500.00 Deposit billed at \$99.90/hour <sup>3</sup>
Letter of Map Amendment/Revision	No Fee
Hydro-Electric Project	\$1000.00 Deposit billed at \$75.57/hour <sup>2</sup>
Hourly Rate (Engineering Technician)	\$75.57
Inspection Fee (for the Construction Phase of Improvement Plans)	\$250.00 + \$5,000.00 Deposit billed at \$75.57/hour <sup>2</sup>
Lot Line Adjustment	\$757.00
Lot Line Adjustment per lot fee	\$37.00
Mileage Reimbursement	\$0.535/mile
Modification of a Recorded Map	\$302.00
Modification of Development Standards	\$151.00
Negative Declaration Review	\$75.00
Parcel Map Check	\$1,128.00
Parcel Map Check per parcel fee	\$75.00

## **Exhibit A**

### **Engineering Department Local Development Application Review Fees**

Permit to Mine/Reclamation Plan	\$75.00
Planned Development Permit	\$226.00
Record of Survey Check	\$507.00
Record of Survey Check (Amended)	\$302.00
Resubmittal Fee	\$151.00
Reversion to Acreage	\$151.00
Site Development Permit	\$151.00
Special Use Permit	\$37.00
Subdivision Map Check	\$2,364.00
Subdivision Map Check per lot fee	\$75.00
Tentative Map	\$302.00
Tentative Map per lot fee	\$18.00
Reconsideration of Approved Application	1/2 Current Fee
Technical Report Review <sup>1</sup>	\$500.00 Deposit billed at \$75.57/hour <sup>2</sup>

**Notes:**

\*Hourly rates are estimates and may vary depending on the classification of the employee performing the service.

1 - These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

2 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. The Public Works Department shall provide to the developer a monthly invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

3- County Engineer's hourly rate

4 - Mileage reimbursement rate established by County Auditor. Mileage is billed for any application which requires an on-site inspection or field review.

5- For consultations longer than 1 hour

**Exhibit 3**  
**Fee Calculation Methodology**  
**Backup Material**

}

Methodology Worksheet to Determine  
Fee, Charge or Assessment - April 2018

**Engineering Department  
Hourly Rate**

**DEPARTMENTAL OVERHEAD**

		Salary & Benefits
Fiscal Technician III @ 100%		\$47,963
Recording Secretary		\$28,827
Charges from Public Works		\$13,552
<b>Total Overhead Cost</b>		<b>\$90,342</b>
Phone	\$800	
Postage/Shipping	\$200	
Paper/Paper Supplies	\$700	
Maintenance Equipment	\$0	
Copy Charges	\$400	
Equip. Maint. Contract	\$1,125	
Office Furniture/Equip	\$25	
Office Expense	\$500	
Professional Services	\$3,000	
Liability Self-Funded Ins.	\$755	
Travel in-County	\$200	
Travel -Out of County	\$1,571	
<b>TOTAL</b>	<b>\$9,276</b>	<b>\$99,618</b>
<b>Total General Service and Supply Costs less Direct Costs</b>		<b>\$99,618</b>

**DEPARTMENTAL OVERHEAD COSTS**

**AVERAGE AMOUNT OF HOURS SPENT ON SERVICE**

Engineering Department Staff Positions	2
Net Productive Hours	1656
Total Staff Hours	3312
	1
Percentage of Total Staff Time for 1 hour	0.00030193

**TOTAL OVERHEAD COST RELATED TO THIS SPECIFIC SERVICE** \$30.08

**DIRECT COSTS**

	Salary & Benefits	Hourly Rate
Engineering Technician II	\$78,399.87	\$47.34
Engineering Technician II	\$72,285.62	\$43.65
Average Hourly Cost		\$45.50
Average time spent on this service		1
<b>TOTAL OF ALL DIRECT AND OVERHEAD CHARGES</b>		<b>\$75.57</b>

## **NOTICE OF PUBLIC HEARING**

The Board of Supervisors will hold a public hearing on the following matter on Tuesday, August 7, 2018, in the Board of Supervisors Room 308, Courthouse, Quincy, California.

10:15 a.m. Amendment of Plumas County's Master Fee Schedule

Consideration and Adoption of a Resolution amending the Master Fee Schedule to establish new, and revise existing, Public Works and Engineering Department fees for development applications, encroachment permits, transportation permits and disposal fees.

Copies of the backup materials, including fee calculation methodology, are available at the Plumas County Public Works Department at 1834 E. Main Street, Quincy, CA. For further information please contact Jim Graham, Plumas County Public Works Department at (530) 283-6268.

PUBLISH: All papers – July 25, 2018



4B1

## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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

### AGENDA REQUEST

For the August 7, 2018 Meeting of the Plumas County Board of Supervisors

Date: July 30, 2018

To: Honorable Board of Supervisors

From: *RPJ* Robert Perreault, Director of Public Works

Subject: Public Hearing for the Consideration and Adoption of a Resolution amending the Master Fee Schedule to establish new, and revise existing, Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees. Discussion and possible action.

### Background:

On March 6, 2018, the Board of Supervisors approved new fees for the Department of Public Works. The Public Works Department has since realized that the hourly rate for various Public Works employees did not include the overhead rate charge of 15% as calculated by the State Controller's Office – Road Fund Division.

Subsequently, the Public Works Department has re-calculated the fees to account for this overhead rate charge.

The attached Resolution sets forth the new fees with the overhead rate charge included. Exhibit 1 is a list of all of the various application fees with a description of the issues subject to review by the Public Works Department. Exhibit 2 lists the proposed development review, encroachment, transportation and disposal fees and indicates the previous fee amount. Exhibit 3 is the backup materials that document the methodology for establishment of the fees.

Deputy County Counsel has reviewed and approved the fee methodology and the Resolution as to form

Notice of the public hearing pertaining to amendment of the Plumas County Master Fee Schedule has been satisfied with the publication of a Notice of Public Hearing (copy attached) in the June 20, 2018 editions of the *Chester Progressive*, *Indian Valley Record*, *Feather River Bulletin* and the *Portola Reporter*.

**RECOMMENDATION:**

The Director of Public Works respectfully requests that the Board of Supervisors adopt the attached Resolution amending the Master Fee Schedule to reflect revised Public Works Department fees.

Respectfully submitted,

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Robert A. Perreault, Director  
Department of Public Works

Attachments: Resolution Amending Master Fee Schedule  
Exhibit 1 - Description of proposed fees  
Exhibit 2 - Comparison of new fees to previous fees  
Exhibit 3 – Fee calculation methodology  
Notice of Public Hearing

**RESOLUTION NO. 18-\_\_\_\_\_**

**RESOLUTION AMENDING PORTIONS OF THE MASTER FEE SCHEDULE TO AMEND EXISTING PUBLIC WORKS DEPARTMENT FEES FOR VARIOUS DEVELOPMENT APPLICATIONS.**

**WHEREAS**, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fees for county departments, and

**WHEREAS**, the Master Fee Schedule needs further revision to establish new and amend existing Engineering Department fees associated with various development applications.

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

1. The Master Fee Schedule adopted by Resolution 16-8122 on January 12, 2016 is hereby amended as referenced by Exhibit A.
2. The fees set forth in Exhibit A shall take effect 60 days from the date of adoption of this resolution as provided in Section 66017 of the Government Code of the State of California.
3. Existing fees not included in this Resolution or amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance, or State Law.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 7th day of August, 2018, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Chairperson, Board of Supervisors

Attest:

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Clerk of the Board of Supervisors

## Exhibit A

### Department of Public Works Development Application Review Fees

Application	Proposed Total Fee
Campground Permit	\$211
Consultation - On-going <sup>4</sup>	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
Development Agreement	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
Development Agreement Amendment	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
EIR Review	\$271
Hydro-Electric Project	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
Modification of a Recorded Map	\$211
Modification of Development Standards	\$405
Negative Declaration Review	\$193
Permit to Mine/Reclamation Plan	\$405
Planned Development Permit	\$405
Reversion to Acreage	\$134
Site Development Permit	\$211
Special Use Permit	\$134
Tentative Map	\$482
Tentative Map per lot fee	\$19
Reconsideration of Approved Application	1/2 Current Fee
Technical Report Review <sup>1</sup>	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>

**Notes:**

1 - These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

2 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

3 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

4- For consultation services longer than 1-hour

## Department of Public Works Encroachment Permit Fees

Application	Proposed Total Fee
Residential Driveway Encroachment	\$117
Commercial Driveway Encroachment	\$150
Utility Repair (Minor) <sup>1</sup>	\$108
Major Utility Project <sup>2,3</sup>	\$500.00 Deposit billed at \$65.80/hour <sup>4</sup>
Special Event	\$0.00
Tree Removal Permit	\$117
Permit Administrator Inspection	\$65.80/hour + Vehicle Rate of \$17.73/hour
Engineer Inspection	\$72.63/hour + Vehicle Rate of \$17.73/hour

### Notes:

1- Performed by special district in-house crew

2 - This fee varies depending on the size and the complexity of the project. To accommodate these variations, the fee will be calculated at an hourly rate with a \$500.00 initial deposit. This fee is applicable to special district projects that solicit bids from contractors.

3 - Additional inspection fees are assessed during the inspection phase.

4 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of the encroachment permit and charge on a time and material basis. The applicant shall deposit with the County \$300.00 for each utility project submitted. These monies will be deposited in a special account, from which the County will draw sums to cover the costs associated with the cost of processing the encroachment permit. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by the applicant will be exhausted, the Public Works Department shall provide the applicant with a new estimate of the cost to complete the processing of the application. The applicant shall replenish the special account in the amount of such new estimate within fifteen (15) days. Applicant's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the applicant of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

\* - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

## **Department of Public Works Transportation Application Fees**

<b>Application</b>	<b>Proposed Total Fee</b>
Single Trip Transportation Permit	\$20
Blanket Transportation Permit	\$10
Site Inspection	\$67.28/hour <sup>2</sup>
Site Inspection Vehicle Rate	\$17.73/hour

1 - The Permit Administrator hourly rate is an average of the hourly rate of the Public Works Administration staff who process this application.

2 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

## **Public Works Department Disposal Fees**

<b>Application</b>	<b>Proposed Fee</b>
Commercial Green Waste Disposal - Chester Land Fill	\$74.00
Inert Disposal Fee - Chester	\$74.00
Inert Disposal Fee - Quincy	\$37.00

# Exhibit 1

## Department of Public Works

### Fee Description

The following listing is a description of various fees that pertain to applications requiring review and comment, and/or approval by the Department of Public Works.

- **Consultation – Initial** - An applicant may request an initial consultation to meet with appropriate Department staff to identify various requirements, procedures, necessary permits, etc., associated with a proposed project.
- **Consultation Ongoing – (Continuation of Initial Consultation)** Consultation regarding proposed or anticipated development activity or information acquisition, including, but not limited to, site development, drainage plan design, grading, and roadway and traffic circulation impacts.
- **Campground Permit Application Review Fee**– Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Development Agreement Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Development Agreement Amendment Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **EIR Review Fee** - Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.
- **Public Works Hourly Rate** – Average Public Works Department hourly rate. Actual cost is based on the cost of the employee performing the service.
- **Hydro Project Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Modification of a Recorded Map Application Review Fee** – Review and comment on application related to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Modification of Development Standards Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Negative Declaration Review Fee**- Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.

- **Permit to Mine/Reclamation Plan** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Planned Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Reversion to Acreage Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Site Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Special Use Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Tentative Map & Per Lot Review Fee**-Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Reconsideration of Approved Application Review Fee**— Focused review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Technical Report Review Fee**- Review and comment on Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

#### **Encroachment Permit Review and Issuance**

- **Residential Driveway** - Review and processing of a permit that covers the construction of a new or the replacement of an old single family driveway connection to a publicly maintained roadway.
- **Commercial Driveway** - Review and processing of a permit that covers the construction of a commercial driveway or road connection to a publicly maintained roadway.
- **Utility Repair** - Review and processing of a permit that covers underground excavation for private utility connections to main service lines that are not constructed by the Utility Company.
- **Large Utility Project** - Review and processing of a permit that covers the construction of large utility project which impact multiple roadways.
- **Special Event** - Review and processing of a permit that allows the use of the Public Right-of-Way for parades, races, or other similar events.
- **Tree Removal** - Review and processing of a permit that allows tree removal .

### Transportation Permit Review

- **Single Trip Transportation Permit** - Review and processing of a permit that covers the transport of an overweight or oversized load over County roadways.
- **Annual Blanket Transportation Permit** - Review and processing of a permit that covers the transport of an overweight or oversized load over certain pre-determined County roadways.
- **Site Inspection** – Inspection oversight associated with crossing of weight restricted infrastructure

### Disposal Fees

- **Commercial Green Waste Disposal Fee (Chester Land Fill)** – Commercial businesses may schedule disposal of green waste at the Chester Land Fill outside of normal green waste receiving hours. This fee covers staff time associated with the oversight of green waste disposal at the Chester Land Fill.
- **Inert Material Disposal** – This fee covers staff time associated with the oversight of inert material disposal.

**Department of Public Works**  
**Development Review Fees**

<b><u>Development Review Applications</u></b>	<b><u>Existing Fee</u></b>	<b><u>Proposed Fee with Overhead</u></b>
Campground Permit	\$186	\$211
Consultation - Initial	\$0	\$0
Consultation - On-going	\$1000.00 Deposit billed at \$67.43/hour*	\$1000.00 Deposit billed at \$77.54/hour*
Development Agreement	\$1000.00 Deposit billed at \$67.43/hour*	\$1000.00 Deposit billed at \$77.54/hour*
Development Agreement Amendment	\$1000.00 Deposit billed at \$67.43/hour*	\$1000.00 Deposit billed at \$77.54/hour*
EIR Review	\$236	\$271
Hydro-Electric Project	\$1000.00 Deposit billed at \$67.43/hour*	\$1000.00 Deposit billed at \$77.54/hour*
Modification of a Recorded Map	\$186.00	\$211.00
Modification of Development Standards	\$354.00	\$405.00
Negative Declaration Review	\$168.00	\$193.00
Permit to Mine/Reclamation Plan	\$354.00	\$405.00
Planned Development Permit	\$354.00	\$405.00
Project Consultation	\$1000.00 Deposit billed at \$67.43/hour*	\$1000.00 Deposit billed at \$77.54/hour*
Reversion to Acreage	\$118.00	\$134.00
Site Development Permit	\$186.00	\$211.00
Special Use Permit	\$118.00	\$134.00
Tentative Map	\$422.00	\$482.00
Tentative Map per lot fee	\$16.86	\$19.00
Reconsideration of Approved Application	1/2 Current Fee	1/2 Current Fee
Technical Report Review	\$1000.00 Deposit billed at \$67.43/hour*	\$1000.00 Deposit billed at \$77.54/hour*

\* Time spent reviewing these applications varies considerably. Fee is a minimum deposit billed against an hourly rate.

**Exhibit 2**  
**Page 1 of 2**

**Department of Public Works**  
**Encroachment, Transportation and Disposal Fees**

<b><u>Encroachment Permit Fees</u></b>	<b><u>Existing Fee</u></b>	<b><u>Proposed Fee with Overhead</u></b>
Residential Driveway Encroachment	\$104.00	\$117.00
Commercial Driveway Encroachment	\$133.00	\$150.00
Utility Repair (Minor)	\$95.00	\$108.00
Major Utility Project	\$500.00 Deposit billed at \$57.22/hour*	\$500.00 Deposit billed at \$65.80/hour*
Special Events	\$0.00	\$0.00
Tree Removal Permit	\$104.00	\$117.00
Permit Administrator Inspection	\$57.22/hour + Vehicle Rate of \$17.73/hour	\$65.80/hour + Vehicle Rate of \$17.73/hour
Engineer Inspection	\$63.16/hour + Vehicle Rate of \$17.73/hour	\$72.63/hour + Vehicle Rate of \$17.73/hour

<b><u>Transportation Permit Fees</u></b>	<b><u>Existing Fee</u></b>	<b><u>Proposed Fee with Overhead</u></b>
Single Trip Transportation Permit	\$18.00	\$20.00
Blanket Transportation Permit	\$9.00	\$10.00
Site Inspection	\$58.51/hr.	\$67.28/hr.
Site Inspection - Vehicle Rate	\$17.73/hr.	\$17.73/hr.

\* Time spent reviewing these applications varies considerably. Fee is a minimum deposit billed against an hourly rate.

<b><u>Public Works Disposal Fees</u></b>	<b><u>Existing Fee</u></b>	<b><u>Proposed Fee with Overhead</u></b>
Commercial Green Waste Disposal - Chester Land Fill	\$66.00	\$74.00
Inert Disposal Fee - Chester	\$66.00	\$74.00
Inert Disposal Fee - Quincy	\$33.00	\$37.00

**Exhibit 3**  
**Fee Calculation Methodology**  
**Backup Material**

The following fee calculation methodology utilizes the State of California Accounting Standards and Procedures for Counties Road Fund Cost Accounting Procedures to establish the Road Department's labor, equipment and overhead rates.

The Department files include copies of the Indirect Cost Rate Plans for fiscal years: 2011/12 through 2016/17. These plans are available for viewing by the public during regular office hours of the Department of Public Works, 1834 E. Main Street, Quincy, CA; telephone: (530) 283-6268

# Calculation Backup Sheet for Estimated Public Works/Road Local Development Application Review Fees

Application	Hours Spent on Service	Works/Road Hourly Rate <sup>3</sup>	Staff Fee Total	Vehicle Cost per Hour	Calculated Total Fee
Campground Permit	2.5	\$77.54	\$193.85	\$17.73	\$211.58
Consultation - On-going <sup>4</sup>	Variable	\$77.54	Variable	N/A	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
Development Agreement	Variable	\$77.54	Variable	N/A	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
Development Agreement Amendment	Variable	\$77.54	Variable	N/A	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
EIR Review	3.5	\$77.54	\$271.39	N/A	\$271.39
Hydro-Electric Project	Variable	\$77.54	Variable	N/A	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>
Modification of a Recorded Map	2.5	\$77.54	\$193.85	\$17.73	\$211.58
Modification of Development Standards	5	\$77.54	\$387.70	\$17.73	\$405.43
Negative Declaration Review	2.5	\$77.54	\$193.85	N/A	\$193.85
Permit to Mine/Reclamation Plan	5	\$77.54	\$387.70	\$17.73	\$405.43
Planned Development Permit	5	\$77.54	\$387.70	\$17.73	\$405.43
Reversion to Acreage	1.5	\$77.54	\$116.31	\$17.73	\$134.04
Site Development Permit	2.5	\$77.54	\$193.85	\$17.73	\$211.58
Special Use Permit	1.5	\$77.54	\$116.31	\$17.73	\$134.04
Tentative Map	6	\$77.54	\$465.24	\$17.73	\$482.97
Tentative Map per lot fee	0.25	\$77.54	\$19.39	N/A	\$19.39 Per Lot Fee
Reconsideration of Approved Application	1/2 Current Fee			1/2 Current Fee	
Technical Report Review <sup>1</sup>	Variable	\$77.54	Variable	N/A	\$1000.00 Deposit billed at \$77.54/hour <sup>2</sup>

## Notes:

- 1 - These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

2 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposited in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

3 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

4- For consultation services longer than 1-hour

## Calculation Backup Sheet for Public Works/Road Encroachment Permit Fees

Application	Permit Administrator Hours	Permit Administrator Hourly Rate*	Permit Sub-total	Maintenance Crew Supervisor Hours	Maintenance Crew Supervisor Hourly Rate*	Maintenance Crew Supervisor Sub-total	Maintenance Crew Supervisor Total	Vehicle Fee Sub-Total	Vehicle Cost per Hour	Vehicle Cost Sub-Total	Vehicle Cost Total	Calculated Total Fee
Residential Driveway Encroachment	0.5	\$65.80	\$32.90	1	\$67.09	\$67.09	\$99.99	1	\$17.73	\$17.73	\$17.73	\$117.72
Commercial Driveway Encroachment	1	\$65.80	\$65.80	1	\$67.09	\$67.09	\$132.89	1	\$17.73	\$17.73	\$17.73	\$150.62
Utility Repair (Minor) <sup>1</sup>	0.5	\$65.80	\$32.90	1	\$67.09	\$67.09	\$99.99	0.5	\$17.73	\$8.87	\$8.87	\$108.85
Major Utility Project <sup>2,3</sup>	1	\$65.80	\$65.80	1	\$67.09	\$67.09	\$132.89	1	\$17.73	\$17.73	\$17.73	\$500.00 Deposit billed at \$65.80/hour <sup>4</sup>
Special Event	1.5	\$65.80	\$98.70	1	\$67.09	\$67.09	\$98.70	1	\$17.73	\$17.73	\$17.73	\$0.00
Tree Removal Permit	0.5	\$65.80	\$32.90	1	\$67.09	\$67.09	\$99.99	1	\$17.73	\$17.73	\$17.73	\$117.72
Permit Administrator Inspection	1	\$65.80	\$65.80	0	\$0.00	\$0.00	\$65.80	0	\$17.73	\$0.00	\$65.80/hour + Vehicle Rate of \$17.73/hour	
Engineer Inspection	1	\$72.63	\$72.63	0	\$0.00	\$0.00	\$72.63	0	\$17.73	\$0.00	\$72.63/hour + Vehicle Rate of \$17.73/hour	

**Notes:**

- 1- Performed by special district in-house crew
- 2 - This fee varies depending on the size and the complexity of the project. To accommodate these variations, the fee will be calculated at an hourly rate with a \$500.00 initial deposit. This fee is applicable to special district projects that solicit bids from contractors.
- 3 - Additional inspection fees are assessed during the inspection phase.

4 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of the encroachment permit and charge on a time and material basis. The applicant shall deposit with the County \$300.00 for each utility project submitted. These monies will be deposited in a special account, from which the County will draw sums to cover the costs associated with the cost of processing the encroachment permit. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposited in the special account in the amount of each invoice. In the event that it appears likely the deposit made by the applicant will be exhausted, the Public Works Department shall provide the applicant with new estimate of the cost to complete the processing of the application. The applicant shall replenish the special account in the amount of such new estimate within fifteen (15) days. Applicant's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the applicant of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

- \* - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

**Calculation Backup Sheet for  
Public Works/Road Transportation Review Application Fees**

<u>Application</u>	<u>Hours Spent on Service</u>	<u>Permit Administrator Hourly Rate<sup>1</sup></u>	<u>Calculated Total Fee</u>
Single Trip Transportation Permit	0.5	\$41.94	\$20.97
Blanket Transportation Permit	0.25	\$41.94	\$10.49
Site Inspection	1	\$67.28	\$67.28/hour <sup>2</sup>
Site Inspection Vehicle Rate	1	\$17.73	\$17.73/hour

1 - The Permit Administrator hourly rate is an average of the hourly rate of the Public Works Administration staff who process this application.

2 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

## Calculation Backup Sheet for Public Works Disposal Fees

Application	Staff Hours to perform service	Maintenance Hourly Rate	Maintenace Crew Supervisor Sub-total	Vehicle Hours	Vehicle Cost per Hour	Vehicle Cost Sub-total	Calculated Fee
Commercial Green Waste Disposal - Chester Land Fill	1	\$65.80	\$65.80	0.5	\$17.73	\$8.87	\$74.67
Inert Disposal Fee - Chester	1	\$65.80	\$65.80	0.5	\$17.73	\$8.87	\$74.67
Inert Disposal Fee - Quincy	0.5	\$65.80	\$32.90	0.25	\$17.73	\$4.43	\$37.33

## **NOTICE OF PUBLIC HEARING**

The Board of Supervisors will hold a public hearing on the following matter on Tuesday, August 7, 2018, in the Board of Supervisors Room 308, Courthouse, Quincy, California.

10:15 a.m. Amendment of Plumas County's Master Fee Schedule

Consideration and Adoption of a Resolution amending the Master Fee Schedule to establish new, and revise existing, Public Works and Engineering Department fees for development applications, encroachment permits, transportation permits and disposal fees.

Copies of the backup materials, including fee calculation methodology, are available at the Plumas County Public Works Department at 1834 E. Main Street, Quincy, CA. For further information please contact Jim Graham, Plumas County Public Works Department at (530) 283-6268.

PUBLISH: All papers – July 25, 2018

4B2

PLUMAS COUNTY

DEPARTMENT OF PUBLIC WORKS

SOLID WASTE DIVISION

1834 East Main Street • Quincy, CA 95971 • (530) 283-6268  
Robert A. Perreault, Jr., P.E. Director of Public Works

**AGENDA REQUEST**

For the August 7, 2018 meeting of the Plumas County Board of Supervisors

July 30, 2018

To: Honorable Board of Supervisors

From: *fol:* Robert Perreault, Director of Public Works

Subject: Authorize Budget Transfer of \$16,500 from Fixed Assets, 548211, to Administration Expense, 527900 within the Solid Waste budget

*John Manke  
Assistant Director*

**Background:**

The current situation within the Solid Waste budget for FY17/18 is that there are insufficient funds to reimburse the Roads Department for staff time spent on Solid Waste projects during FY17/18.

There are funds available in the fixed asset account for the East Quincy Transfer Station, as the project was advanced, but not completed in FY17/18.

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

**Recommendation:**

The Public Works Department respectfully recommends that the Board of Supervisors approve the attached budget transfer to move \$16,500 from the East Quincy fixed asset account to the Administration expense line item.

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

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

Department: Solid Waste      Dept. No: 20579      Date 7/20/2018

Dept. No: 20579

Date

7/20/2018

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 type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input checked="" 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) End of the Year expenses for Administration expense

B) The line item for "E. Quincy Transfer Station" will come in lower than budget

C) Payment needs to be made from FY17/18 budget

D) N/A

Approved by Department Signing Authority: Damien Frush

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: John Dowd

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

7/24/18

Initials

MH

#### 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.



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## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971 [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

**DATE:** August 7, 2018

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

**FROM:** Randy Wilson, Plumas County Planning Director *(PW)*

**RE:** Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues until June 30, 2019.

### Background

Leah Wills provides professional services to both County of Plumas and the Plumas County Flood Control and Water Conservation District. This is a request to execute an agreement to contract for Leah's services as a contract employee for professional services through June 30, 2019. A new contract for Leah's services is required as the last contract has expired. Staff is asking that this new contract be retroactive back to July 1, 2018. The Planning Department Fiscal Year 2018-2019 Budget contains a line item (51020) for \$36,000 for Leah's services.

### Scope of Services

The following explains the tasks/issues contained in the proposed contract.

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues and implementation of the Updated Integrated Regional Water Management Plan;
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;

- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

## **ACTIONS FOR CONSIDERATION**

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

- I. Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues extending the Agreement until June 30, 2019.

Attachment: Agreement for contract employee services for Leah Wills

## AGREEMENT FOR CONTRACT EMPLOYEE SERVICES

This Agreement is entered into this 7th day of August, 2018, between the PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and LEAH WILLS, hereinafter referred to as "CONTRACT EMPLOYEE," to provide contract employee services to the County.

### 1. DEFINITIONS

For clarification purposes, the following terms and phrases are further clarified in regard to usage in the administration of this contract:

**CONTRACT EMPLOYEE:** Leah Wills. The contract provisions are solely applicable to the named individual.

**PAYROLL:** The Contract Employee shall be considered an "Extra Help Employee," who will serve at the pleasure of the Plumas County Planning Director.

### 2. SERVICES TO BE PROVIDED

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues and implementation of the Updated Integrated Regional Water Management Plan (IRWM);
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;
- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

CONTRACT EMPLOYEE shall consult with the Plumas County Planning Director on an ongoing basis to identify and prioritize specific services to be provided pursuant to the Agreement.

Inherent in the services to be provided is an on-going duty to be aware of appropriated funding that is intended to pay the costs of services and other reimbursements to the CONTRACT EMPLOYEE.

### 3. CONTRACT SCHEDULE

The nature of this work to be performed by the CONTRACT EMPLOYEE is such that the Planning Director and the CONTRACT EMPLOYEE are primarily to be in response to the issues of water. Accordingly, there is no foreseen specific project delivery schedule.

### 4. TERM

1. Subject to earlier termination as provided in Paragraph 8 below, CONTRACT EMPLOYEE shall be retained for a period of twelve (12) months, commencing on July 1, 2018, and ending on June 30, 2019. Provided that, "COUNTY's Board of Supervisors approves and ratifies services provided by CONTRACT EMPLOYEE to COUNTY from July 1, 2018, to August 7, 2018, inclusive."

### 5. COMPENSATION AND REIMBURSEMENT

CONTRACT EMPLOYEE shall be compensated for her service at the rate of Sixty-One Dollars and Sixty Four Point Two Cents per hour (\$61.642/hr).

Subject to pre-authorization by the COUNTY, COUNTY shall reimburse CONTRACT EMPLOYEE for reasonable and necessary travel expenses for travel outside the County boundaries.

CONTRACT EMPLOYEE shall submit to the County, a time card and any reimbursement requests, on a bi-weekly basis, in accordance with policies and procedure established by the Planning Director.

### 6. PAYMENT

Payment for services and reimbursement may take longer than payroll every two (2) weeks, if any, shall be processed as part of the regular County bi-weekly payroll.

Upon submission of a submitted reimbursement request for payment, if any, as approved by the Planning Director, payment shall be processed by the County, but reimbursement may take more than two (2) weeks.

### 7. 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.

<u>If to Contract Employee:</u>	<u>If to Planning Director:</u>
Leah Wills	Randy Wilson
	Planning Director
5587 North Fir Fork	555 Main Street,
Taylorsville, CA 95983	Quincy, CA 95971
Tel: (530) 284-7294	Tel: (530) 283-6214
	Fax: (530) 283-6134

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.

#### 8. TERMINATION

COUNTY, Planning Director may terminate this agreement at any time, with or without cause, upon two (2) weeks written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to the notice of dismissal and to any rights to hearing or appeal thereon. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CONTRACT EMPLOYEE to resign at any time from this position with the COUNTY, upon two (2) weeks written notice to the Planning Director.

#### 9. EMPLOYMENT BENEFITS

COUNTY shall provide CONTRACT EMPLOYEE no benefits or compensation other than salary and compensation as described in Paragraph 5. CONTRACT EMPLOYEE shall not be entitled to participate in the "Standard Department Head Benefit Program", including but not limited to, PERS retirement, County Medical, Sick Leave and/or Vacation.

#### 10. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to the Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental (district) procedures.

#### 11. NON-ASSIGNABLE

This Contract is personal and is not assignable under any circumstances.

12. OTHER WORK BY CONTRACT EMPLOYEE

Employment shall not be construed to preclude teaching, writing, or consulting performed on the CONTRACT EMPLOYEE'S time off.

13. REPORTING

CONTRACT EMPLOYEE will report directly with the Planning Director.

14. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

15. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relied, to which such party may be entitled.

After the claims procedures that may be applicable under the California Government Tort Act are exhausted, any dispute arising between the CONTRACT EMPLOYEE and the County pertaining to the formation, validity, interpretation, effect, performance or alleged breach of this Agreement (hereinafter referred to as "Arbitral Dispute") will be submitted to binding arbitration in Plumas County, California. The Arbitrator shall be chosen from a list of retired judges and/or local attorneys within Plumas County, unless mutually agreed to by the parties. The parties agree to submit any such dispute to binding arbitration within six (6) months of the alleged violation of this Agreement. Any such claims not presented within six (6) months shall be deemed waived. The parties agree to conduct arbitration using rules that may be established by the Arbitrator. The parties agree that such arbitration shall be the exclusive remedy for any Arbitral Dispute arising out of this Agreement, and hereby expressly waive any right they have or may have to a jury trial of any dispute arising out of this Agreement. In making an award, the Arbitrator shall have no power to add to, delete from or modify the terms of this Agreement, or to construe implied terms or covenants herein, the parties being in agreement that no such implied terms or covenants are intended. In reaching a decision, the Arbitrator shall adhere to relevant laws and an applicable legal precedent, and shall have no power to vary there from. Should the Arbitrator exceed the jurisdiction or authority here conferred, any party aggrieved thereby may file a petition to vacate, amend or correct the award so rendered in a court of competent jurisdiction.

16. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to the Government Code Section 1090, and provisions of the

Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

17. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

18. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of PLUMAS COUNTY.

19. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between parties.

This Agreement shall be binding upon, and insure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties hereto.

This Agreement shall become effective retroactively on July 1, 2018, after authorization is granted by the Plumas County Board of Supervisors.

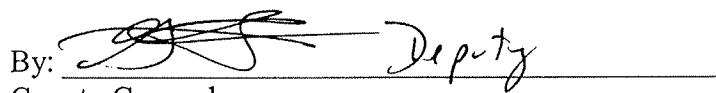
CONTRACT EMPLOYEE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Leah Wills

PLUMAS COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randy Wilson  
Planning Director

APPROVED AS TO FORM:

By:  Deputy \_\_\_\_\_ Date: 7/23/18  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors



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## PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

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

**DATE:** August 7, 2018

**TO:** Honorable Chair and Board Members of the Plumas County Flood Control and Water Conservation District

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

**RE:** Request for approval of an agreement with Hinman and Associates Consulting Inc. to provide professional services to assist Plumas County Flood with support services to the Upper Feather River Integrated Regional Water (UFRIRWMP) Management Plan Program and authorize the Planning Director to sign the agreement.

### **Background:**

For the FY 17-18 budget process a request for \$25,000 for Professional Services was submitted for consideration in the Planning Department budget to continue to contract with Hinman and Associates Consulting Inc. for work regarding the Upper Feather River IRWM plan.

The request is to have the contract run from July 1, 2018 through June 30, 2019. Staff was not able to have the Board of Supervisors consider a new contract prior to the expiration of the previous contract. The request is for the Board to ratify payment of services that have occurred since July 1, 2018. The following language is included in paragraph 3 of the proposed contract, "County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Hinman and Associates following expiration of the prior contract between the parties (June 30, 2018) to date of approval of this Agreement by the Board of Supervisors."

### **STAFF COMMENT:**

The Upper Feather River IRWM plan contains Chapter 11 called Plan Implementation, Performance, Monitoring and Data Management, which is attached. The Introduction to this Chapter indicates:

*CSK*

"The Department of Water Resources (DWR) Guidelines for Integrated Regional Water Management (IRWM) Plans include the standard that IRWM Plans, "shall include performance measures and monitoring to document progress toward meeting Plan objectives." The intent of the Plan Performance and Monitoring Standard is to ensure:

- "\* The Regional Water Management Group (RWMG) is efficiently making progress toward meeting the objectives of the IRWM Plan;
- "\* The RWMG is implementing projects listed in the IRWM Plan; and
- "\* Each project approved under the Plan is monitored to comply with all applicable rules, laws, and permit requirements."

The intent of this agreement with Hinman and Associates Consulting Inc. is to assist in the RWMG in the implementation of the Upper Feather River IRWM Plan by:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts upon request;
- Take responsibility for the Regional Water Management Group (RWMG) meeting(s) logistics and agendas;
- Maintenance and updating the UFRIRWM website ([featherriver.org](http://featherriver.org));
- Manage communication to the RWMG and the public;
- Research and identify funding opportunities;
- Participate in UFRIRWM Funding Area coordination and project development efforts;
- Project contract management; and
- Organizational strategizing and financial planning.

The request for \$25,000 to support this effort is within the Planning Department's requested FY 18-19 budget. There has been discussion amongst the members of the Regional Water Management Working Group for member's organizations to contribute to this cost, which could reduce Plumas County's costs for this ongoing effort. Butte County contributed \$3,975 to past budget year.

#### **Actions for Consideration**

Staff recommends that the Board of Supervisors take the following actions:

- I. Approve the attached agreement with Hinman and Associates Consulting Inc. to provide professional services to assist the Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWMP) Management Plan Program and authorize the Planning Director to sign the agreement.

Attachment:

Agreement with Uma Hinman Consulting

## Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Hinman and Associates Consulting, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Five Thousand dollars (\$25,000).
3. Term. The term of this agreement shall be from July 1, 2018 through June 30, 2019, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Hinman and Associates following expiration of the prior contract between the parties (June 30, 2018) to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds except for services already provided but not yet paid to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.

14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
20. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile

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

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

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

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 20, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being

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

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

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

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

County:

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

Contractor:

Hinman and Associates Consulting, Inc.  
P.O Box 1251  
Cedar Ridge, CA 95924  
Attention: Uma Hinman, Owner/Environmental Planner, [uhinman@comcast.net](mailto:uhinman@comcast.net), 916-813-0818

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

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

**CONTRACTOR:**

Hinman & Associates Consulting, Inc., a  
California Corporation

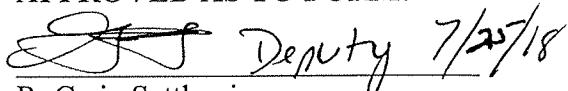
By: \_\_\_\_\_  
Name: Uma Hinman  
Title: President and Treasurer  
Date signed:

**DISTRICT:**

Plumas County

By: \_\_\_\_\_  
Name: Randy Wilson  
Title: Planning Director, County of Plumas  
Date signed:

**APPROVED AS TO FORM:**

  
R. Craig Settlemire  
Plumas County Counsel

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

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

## EXHIBIT A

Provide services in assisting the Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWM) Management Plan Program. Hinman and Associates Consulting, Inc. staff will assist with implementation of the UFRIRWM Program as needed. Services that can be provided include:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts upon request;
- Take responsibility for the Regional Water Management Group (RWMG) meeting(s) logistics and agendas;
- Maintenance and updating the UFRIRWM website (featheriver.org);
- Manage communication to the RWMG and the public;
- Research and identify funding opportunities;
- Participate in UFRIRWM Funding Area coordination and project development efforts;
- Project contract management; and
- Organizational strategizing and financial planning.

## EXHIBIT B

### Fee Schedule

Compensation shall not exceed \$25,000 for work under this contract.

Contractor shall submit an invoice to District for each calendar month in which services are provided.

Hourly Rates:

Principal Planner	\$85.00/hour
Planner/Analyst	\$65.00/hour
Administrative Support	\$35.00/hour

Sub-Consultants

Uma Hinman Consulting charges a 10 percent administrative fee on all sub-consultant labor (see Hourly Rate Method of Billing).

5A

**Plumas County Board of Supervisors Recognize August 2018 as  
Plumas County Employee Appreciation Month**

The Plumas County Board of Supervisors in collaboration with Plumas County Management Council recognize our Plumas County Employees for their dedication and strive for excellence in public service to the citizens of Plumas County in the various work that they do throughout the year.

We want to take the month of August to hold some special recognition activities created by Plumas County Management Council. No taxpayer funds will be used for these activities.

The Plumas County Board of Supervisors do hereby recognize the month of August 2018 as Plumas County Employee Appreciation Month.

Plumas County Board of Supervisors Chair - Jeff Engel

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

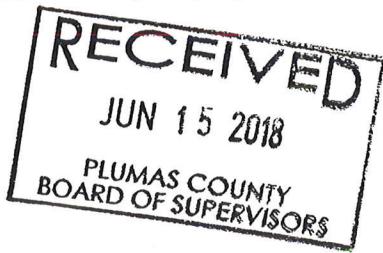
## CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

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

## MAIL TO:

Clerk of the Board  
520 Main St, Rm 309  
Quincy, CA 95971



## CLAIMANT INFORMATION

1. Name of Claimant: Jennifer Forni
2. Date of Birth: 12/2/75
3. Gender (circle one):  Male  Female
4. Mailing Address of Claimant: 6223 Dunsmuir Ave Dunsmuir Ca. 96025  
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant): Same As Above  
Address City State Zip
6. Telephone Number of Claimant: (530) 310 9953

## INFORMATION ABOUT CLAIM

7. Incident Date: Month March Day 2<sup>nd</sup> or 3<sup>rd</sup> Year 2018
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel): 154 3<sup>rd</sup> Street Quincy, Ca 95971
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page): I had a very difficult time obtaining this document & Dept. of 2018  
On or about the 2<sup>nd</sup> or 3<sup>rd</sup> of March a Snow  
Plow hit my car (which was parked legally & not on  
the County / State road at all. There's pictures however  
I do not have the capability of including them in this  
Complaint. In the interest of time I am finally able to  
submit this much & this time however more can be sent.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:

I have had several estimates which have estimated  
up to approx. 9000.00 in damages. The Snow Plow  
took out my rear driver side panel and some of  
the front panel ripping my car door handle off. At the  
time of this incident my car was brand new & flawless

Police Report filed 3/2/18 2500  
NCIC # 9165

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ Approx. 9800.00

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

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

County Vehicle

#### CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO

15. Name of insurance carrier and telephone number (including area code):

Name: National General Telephone Number: 809 941 5919  
Address: P.O. Box 1623 City: Winston-Salem State: NC Zip: 27102-1623

16. Policy Number: 3243478

17. Are you the registered owner:  YES  NO

18. Amount of deductible: \$ Unknown

19. Make: 2016 Model: Dodge

Year: Dark

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

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

Signature: JFD

Date: 6/12/18

Printed Name of Person Completing Claim: Jennifer Ford

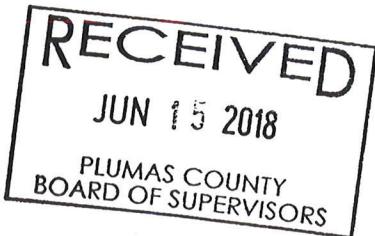
6E

**CLAIM AGAINST THE COUNTY OF PLUMAS**  
(Pursuant to Government Code §910.4)

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

**MAIL TO:**

Clerk of the Board  
520 Main St, Rm 309  
Quincy, CA 95971



**CLAIMANT INFORMATION**

1. Name of Claimant: Laurel Paschal

2. Date of Birth: 8-27-50 3. Gender (circle one):  Male  Female

4. Mailing Address of Claimant:

P.O. Box 25 Chilcoot CA 96105  
Address City State Zip

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

Address City State Zip

6. Telephone Number of Claimant: 530-993-4725

**INFORMATION ABOUT CLAIM**

7. Incident Date: Month June Day 12 Year 2018 11:10 AM.

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
89 west side lake Almanor going to Chester from Greenville

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):  
Passenger driving North, County TRUCK driving South threw a rock up and hit Hood and window on passenger side. No car in front of us. Both parties thought may have came off a tree.

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

Scratches and Dent on Hood, crack in window

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ \_\_\_\_\_

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

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

Truck # 1-33 CA 43232

#### CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO

15. Name of insurance carrier and telephone number (including area code):

Name: <u>State Farm</u>	Telephone Number: <u>530 550-1400</u>		
Address: <u>900 Old River Rd</u>	City: <u>Bakersfield</u>	State: <u>CA</u>	Zip: <u>93311</u>
Agent: <u>Nic Beddoe</u>			
16. Policy Number: <u>299 4373-F16-55</u>			
17. Are you the registered owner: <input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
18. Amount of deductible: \$ <u>250.00</u>			
19. Make: <u>SUBARU</u>	Model: <u>Forester</u>	Year: <u>2011</u>	

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

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

Laurel S. Paschal 06/14/2018  
Signature Date

Laurel S Paschal  
Printed Name of Person Completing Claim