

## **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 NOVEMBER 6, 2018 TO BE HELD AT 11:00 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**

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

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

Approve Board minutes for October 2018

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

- 1) Approve and authorize the Chair to sign Agreement between County of Plumas and Skyline Home Improvements, not to exceed \$41,720, to install new "I.B. Roofing System" at the old court building in Portola; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and Delta Fire Systems, not to exceed \$55,000, to install the new "Life Safety System" alarm upgrade at the County Courthouse; approved as to form by County Counsel
- 3) Authorize Facility Services to declare three pool cars and two service trucks as surplus, and include in the upcoming auction to be held at Public Works on November 27, 2018

#### **C) PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign service agreement, not to exceed \$10,000, between County of Plumas and Plumas County Office of Education for activities related to the SNAP-Ed Program for Fiscal Year 2018-2019; and approve ratification of payments of services rendered to date, approved as to form by County Counsel

#### **D) AGRICULTURE/WEIGHTS & MEASURES**

Approve and authorize the Chair to sign agreement, not to exceed \$15,271, between County of Plumas and California Department of Food and Agriculture for noxious weed control; approved as to form by County Counsel

**E) SOCIAL SERVICES**

- 1) Authorize Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Employment and Training Worker I/II position, created by promotion within the department
- 2) Authorize Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Social Worker Supervisor I/II position, created by retirement effective December 30, 2018
- 3) Authorize Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Senior Social Worker, Range "B", position, created by resignation
- 4) Authorize Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Eligibility Specialist I/II/III position

**F) PUBLIC WORKS**

- 1) Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Maintenance Worker position, Chester, created by resignation
- 2) Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Lead Maintenance Worker position, Graeagle
- 3) Authorize execution of a Professional Services Agreement, not to exceed \$438,271.38, between Quincy Engineering, Inc. and the County of Plumas for "Final Design Phase" for the Blairsden-Graeagle Bridge replacement project over the Middle Fork of the Feather River; approved as to form by County Counsel

**G) BEHAVIORAL HEALTH**

- 1) Authorize Behavioral Health to recruit and fill vacant, funded and allocated 1.0 FTE Behavioral Health Therapist I/II/Senior
- 2) Authorize Behavioral Health to declare two vehicles as surplus, and include in the upcoming auction to be held at Public Works on November 27, 2018
- 3) Approve and authorize the Chair to sign contract, not to exceed \$50,000, between County of Plumas and Aurora Santa Rosa Hospital, for psychiatric services; approved as to form by County Counsel
- 4) Authorize payment of \$6,171.56 to Plumas Crisis Intervention and Resource Center for Behavioral Health Wellness Center September 2018 operating invoice

**H) PROBATION**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$41,200, between County of Plumas and Plumas Crisis Intervention and Resource Center for the Pathways Home Program (AB 109 funding); approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract, not to exceed \$45,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for the Ohana House Program (AB 109 funding); approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract, not to exceed \$20,824, between County of Plumas and Plumas Crisis Intervention and Resource Center for the 24/7 Dad Program (AB 109 funding); approved as to form by County Counsel

**I) DISTRICT ATTORNEY**

- 1) Adopt **RESOLUTION** to amend the FY 2018-2019 Position Allocation for the Alternative Sentencing Program 70307 to reflect 2.0 FTE Community Case Manager positions; and authorize the District Attorney to recruit and fill 1.0 FTE Community Case Manager position for the Alternative Sentencing Program
- 2) Approve and authorize the District Attorney to sign a Memorandum of Understanding between County of Plumas and Health Management Associates, Inc. for "MAT in County Criminal Justice"; and approve a supplemental budget of \$25,000, Budget Unit 70307, for grant from Health Management Associates, Inc.; approved as to form by County Counsel

## **2. PLUMAS COUNTY VETERANS COLLABORATION**

Report and update on the 2018 Veterans Stand Down

## **3. DEPARTMENTAL MATTERS**

### **A) SHERIFF** – Greg Hagwood

- 1) Approve supplemental expenditure budget of \$500,000 for Fund 0096J, Department 20141 Jail Construction Grant under SB844; discussion and possible action
- 2) Approve budget adjustments to the FY 2018-20190 Sheriff's Grant Fund 0017G that could not be resolved prior to adoption of the budget; discussion and possible action
- 3) Approve and authorize the Sheriff to sign contract, not to exceed \$46,000, between County of Plumas and Wicomm, Inc. for construction of a communication tower on Radio Hill; approved as to form by County Counsel

### **B) PUBLIC HEALTH AGENCY/VETERANS SERVICES** – Andrew Woodruff

- 1) Authorize Public Health to recruit and fill funded and allocated 1.0 FTE Division Director of Veterans Services Officer, vacancy effective April 2019 due to retirement; and authorize an overlap in the position for training purposes; discussion and possible action
- 2) Authorize the Director of Public Health to hire above the "B" step for the position of Registered Nurse I/II or Public Health Nurse I/II; discussion and possible action

### **C) ENVIRONMENTAL HEALTH** – Jerry Sipe

Introduce and waive first reading of an **ORDINANCE**, amending Certain Sections of Chapter 13 of Title 6 of the Plumas County Code, Underground Hazardous Materials Storage Tanks; and approve a CEQA Notice of Exemption stating this project will not have a significant impact on the environment. **Roll call vote**

### **D) BEHAVIORAL HEALTH** – Tony Hobson

Approve budget transfer of \$5,000 between two Behavioral Health departments to cover costs of annual dues and membership fees for FY 2018-2019; discussion and possible action

## **4. BOARD OF SUPERVISORS**

- A. **PUBLIC HEARING:** Confirm allocation of 2017 Secure Rural School and Community Self-Determination Act of 2000 (SRS) – Title III (\$180,000 OES Radio Tower and Vault Project; \$22,510 Search & Rescue Related Activities); discussion and possible action
- B. **Tourism Improvement District:** Discussion, possible action and/or direction to county staff regarding formation of a Tourism Improvement District
- C. Approve and authorize the Chair to sign letter in support of California State University, Chico's Center for Economic Development's EDA Disaster Supplemental proposal to collect, analyze and disseminate the critical data, survey results and inventories necessary to develop a region-wide resiliency strategy, so that businesses and communities can prepare, withstand and quickly recover from natural or economic challenges and disasters; discussion and possible action
- D. Approve and authorize the Chair to sign letter to Union Pacific Railroad regarding concerns about the integrity of the Tobin retaining wall in the Feather River Canyon; discussion and possible action
- E. Approve and authorize the Chair to sign Joint Powers Agreement between Counties of Plumas and Sierra, establishing the Sierra Valley Groundwater Management District
- F. Adopt **PROCLAMATION** Recognizing November 26 through November 30, 2018 as "California Clerk of the Board of Supervisors Week"

- G. Correspondence
- H. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- I. Appointments

**REPRESENTING CALIFORNIA'S RURAL COUNTIES (RCRC)**

- Select 2018 Delegate and Alternate for the RCRC Board of Directors
- Select 2018 Delegate and Alternate for the Golden State Finance Authority Board of Directors
- Select 2018 Delegate and Alternate for the Rural Counties Environmental Services Joint Powers Authority (ESJPA)

**5. CLOSED SESSION**

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

**Convene as the Walker Ranch Community Services District Governing Board**

- A. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (52 cases)

**Adjourn as the Walker Ranch Community Services District Governing Board and reconvene as the Board of Supervisors**

- B. Personnel: Public employee performance evaluation – Director of Public Works (Board only)
- C. 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
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. 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, November 13, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California



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## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira  
Director

Board Meeting: November 6, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Board chair to sign Repair and Construction Agreement between Plumas County and Skyline Home Improvements to install a new I.B. roof membrane on the Plumas court bldg. in Portola not to exceed \$41,725.00

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### Background

The Old Portola courts building has been unused for the last several years and is in need of some roof repair. Over the last few winters the standing water on the roof has seeped through the old roofing and has done some damage to the interior of the building. Although the future of the building is unclear at this time it has got to be repaired.

### Recommendation

Approve and Authorize Board Chair to sign Agreement with Skyline Home Improvements to install I.B. Roofing system to the old court bldg. in Portola not to exceed \$41,725.00



## 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: November 6, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Board Chair to sign a Repair and Construction Agreement between Plumas County and Delta Fire Systems for the installation of the ADA Compliant "Life Safety System" to update the existing fire alarm system at the County Courthouse not to exceed \$55,000.00

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### Background

The Courthouse fire alarm system is no longer sufficient to protect the safety of the employees or the people who use it and is in need of a ADA Compliant Fire Alarm upgrade, we received a quote to upgrade the system two years ago for \$55,000.00 from Delta Fire Systems Inc. after they were recently contacted they said they could do the upgrade for the same Quoted price from 2016

### Recommendation

Approve and Authorize Board chair to sign Agreement With Delta Fire Systems Inc. for the Installation of the new "Life Safety System" fire alarm upgrade not to exceed \$55,000.00



1B3

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira  
Director

Board Meeting: November 6, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Board Chair to Consider 3 pool cars and 2 county service trucks as surplus vehicles to be auctioned on November 27, 2018 at the Public Works Yard

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### Background

The County has a total of 5 pool cars and only 2 of them are ever used. The other three due to the fact of their reliability, Mileage, age and general mechanical soundness are never used and have not been out of the parking lot in a long time. These vehicles cost the county money to up keep and buy batteries for and to wash even though they are never used. The tires on these vehicles are starting to show cracks in the sidewall due to non-use and will soon cost the county more to start replacing tires in the near future.

The service trucks that we would like to auction are very used and in bad condition and we no longer use them.

The vehicle information is as follows:

1. 2000 Buick Century Vin# 2G4WY55J3Y1327554 Lic# 1065762 Mileage 100,121
2. 1997 Isuzu Rodeo Vin# 4S2CM58V9V4350861 Lic# 1006891 Mileage 126,928
3. 1997 Jeep Cherokee Vin# 1J4FJ68S4WL132163 Lic# 992623 Mileage 152,023
4. 1997 Chevrolet 2500 P/U Vin# 1GCK29R1VE234096 Lic# 051493 Mileage 157,671
5. 2001 Dodge Ram 1500 P/U Vin# 1B7HF16Z91S775044 Lic# 1149177 Mileage 105,684

### Recommendation

Approve and Authorize Board Chair to considered 3 pool cars and 2 service trucks (info listed above) as surplus to be sold at auction on November 27, 2018 at the Public Works yard.



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# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

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

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Mark Satterfield, M.D, Health Officer

• (530) 283-6337

• Fax (530) 283-6425

**Date:** October 1, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Item for November 6, 2018

**Recommendation:** Approve and direct the Chair to sign service agreement #SNAP1819PCOE with Plumas County office of Education for activities related to the SNAP-Ed Program for Fiscal Year 2018-2019; and approve ratification of payments of the services rendered to date, approved by County Counsel.

**Background Information:** The goal of the SNAP-Ed Program is to provide Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed). Participants, those eligible up to 185 percent Federal Poverty Level (FPL), are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the U.S. Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

**Fiscal Impact:** This agreement is fully funded through the SNAP Education Grant so there is no financial impact on the County General Fund. The funding is included in the 2018-2019 County Budget as follows: Budget Unit 70560 (Public Health) Line Item 521900 (Professional Services).

The agreement has been reviewed and approved by the Office of the County Counsel.

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



Tim W. Gibson  
Agricultural Commissioner  
Sealer of Weights & Measures  
timgibson@countyofplumas.com

# Plumas-Sierra Counties

## Department of Agriculture

### Agriculture Commissioner Sealer of Weights and Measures



ID

208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

**Date:** October 24, 2018  
**To:** Honorable Board of Supervisors  
**From:** Tim Gibson, Agricultural Commissioner/  
Sealer of Weights & Measures  
**Re:** CDFA Agreement #14-0001-015

**Recommendation :** Approve and authorize the Chair to sign Agreement #14-0001-015 between California Department of Food and Agriculture (CDFA) and Plumas County.

**Background and Discussion:** This agreement between is in the amount of \$15,271.30 which began on September 1, 2018 and ends June 30, 2019. This agreement is for on the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land located in the Feather and Yuba Rivers Watershed Area in Plumas and Sierra Counties. This agreement has been approved as to form by County Counsel.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: OCTOBER 23, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR *Neal Caiazzo*  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 6, 2018

RE: REQUEST TO FILL A VACANT EMPLOYMENT AND TRAINING WORKER I/II POSITION IN THE DEPARTMENT OF SOCIAL SERVICES

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

Authorize the Department of Social Services to fill a vacant Employment and Training Worker I/II position as soon as administratively possible.

## **Background and Discussion**

The Department of Social Services has received notification that an incumbent Employment and Training Worker I/II (ETW I/II) accepted a position in the Department's Child Welfare Unit effective November 5, 2018. Staff working in ETW I/II positions are responsible for determining initial and continuing eligibility for CalWORKs cash assistance and for providing Welfare to Work case management services that are designed to move recipients from public assistance to self-support. As shown in the enclosed back up information and Table of Organization, this position is one of three in the Department that perform this type of work.

## **Financial Impact**

This position is budgeted in the current county budget. Funding sources for this position are State General Fund dollars, Federal pass through and County Realignment funds. There are no County General funds used for this position.

Copies: PCDSS Managers  
Nancy Selvage, Director, Human Resources

Enclosures (3)

**Position Classification:** Employment and Training Worker (ETW) I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:** Employees filling this position are responsible for initial and continuing eligibility for families seeking the assistance of the CalWORKs program. The ETW interviews applicants and collects necessary information regarding financial assets and income to determine grant amounts. The ETW also creates and implements a Welfare-to-Work plan designed to move CalWORKs assistance recipients from public support to self-support. The ETW will meet with recipients to gauge progress in meeting plan goals.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

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

### Position: Employment and Training Worker I/II

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

Answer: Yes. CalWORKs cash assistance and Welfare to Work services are state-mandated county administered cash assistance payments and job preparation services that assist recipients in moving from public support to self-support.

- 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.

- How long has the position been vacant?

Answer: The position became vacant effective November 5, 2018

- 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 similar ways although in some counties the cash assistance and eligibility components are separate – The state approves appropriate classification levels.

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

Answer: The Department would not have staff to perform eligibility work connected with CalWORKs nor would we be able to provide welfare to work services as mandated by State law.

- 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 the administration of CalWORKs Cash Assistance. Realignment dollars will be disbursed to other programs costing the Department money.

- 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?

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.

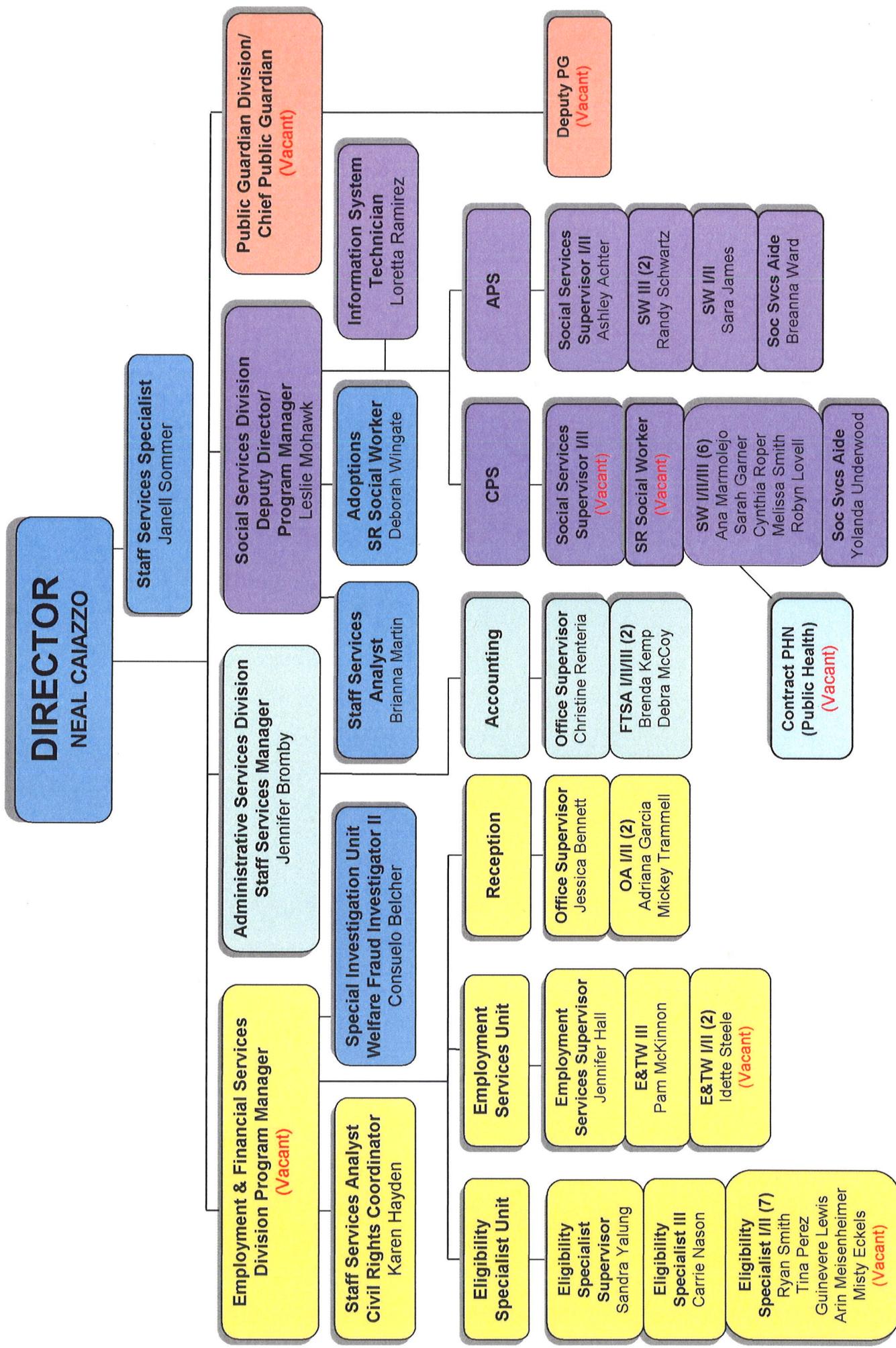
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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





# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

*1E2*  
Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: OCTOBER 23, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR *Neal Langlo*  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 6, 2018

RE: REQUEST FOR APPROVAL TO FILL A VACANT AND FUNDED SOCIAL  
WORKER SUPERVISOR I/II

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

Authorize the Department of Social Services to fill a vacant and funded Social Worker Supervisor I/II position as soon as administratively possible.

### **Background and Discussion**

The Department has a single position allocated at the Social Worker Supervisor level. The Social Worker Supervisor II is the professional level supervisor in this series, requiring professional credentials that include a Master's Degree in Social Work (MSW) or Licensed Clinical Social Worker (LCSW).

The Department's incumbent in this position will be retiring. The effective date of his retirement is December 30, 2018. As is explained more thoroughly in the attached back-up material, this critical, one of a kind supervisory position supervises five social workers who are assigned to work in the Department's Child Welfare programs including Emergency Response Child Protective Services. The Department requests that the Board approve filling this vacancy.

### **Financial Impact**

This position is funded with 100% Federal and 2011 Realignment Funds. There are no County General fund dollars associated with this position.

Copies: PCDSS Management Staff  
Nancy Selvage, Human Resources Director

**Position Classification:** Social Worker Supervisor I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:** This position is responsible for the supervision of 5 social workers and a social services aide who are assigned to the Department's Children's Protective Services function. The duties of the position include providing day to day supervision of the unit, assignment and review of responses to households where children are threatened with immediate harm due to abuse or neglect, interacting with community based partner organizations that work with the Department towards goals associated with strengthening families, and functioning as the Department's liaison with the juvenile court.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.

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

### Position: Social Worker Supervisor – Child Protective Services

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

**Answer: Yes. Child Protective Services is a state mandated program.**

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

**Answer: The position is assigned duties that include public protection, specifically, abused and neglected children. This is a mission critical position.**

- How long has the position been vacant?

**Answer: The position becomes vacant effective November 30, 2018 .**

- 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: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.**

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

**Answer: Children Protective Services is a mission critical function. Absence of a supervisory position can add to the risks associated with determining the level of child safety present in a home situation.**

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

**Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.**

- 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. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.**

- 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.**

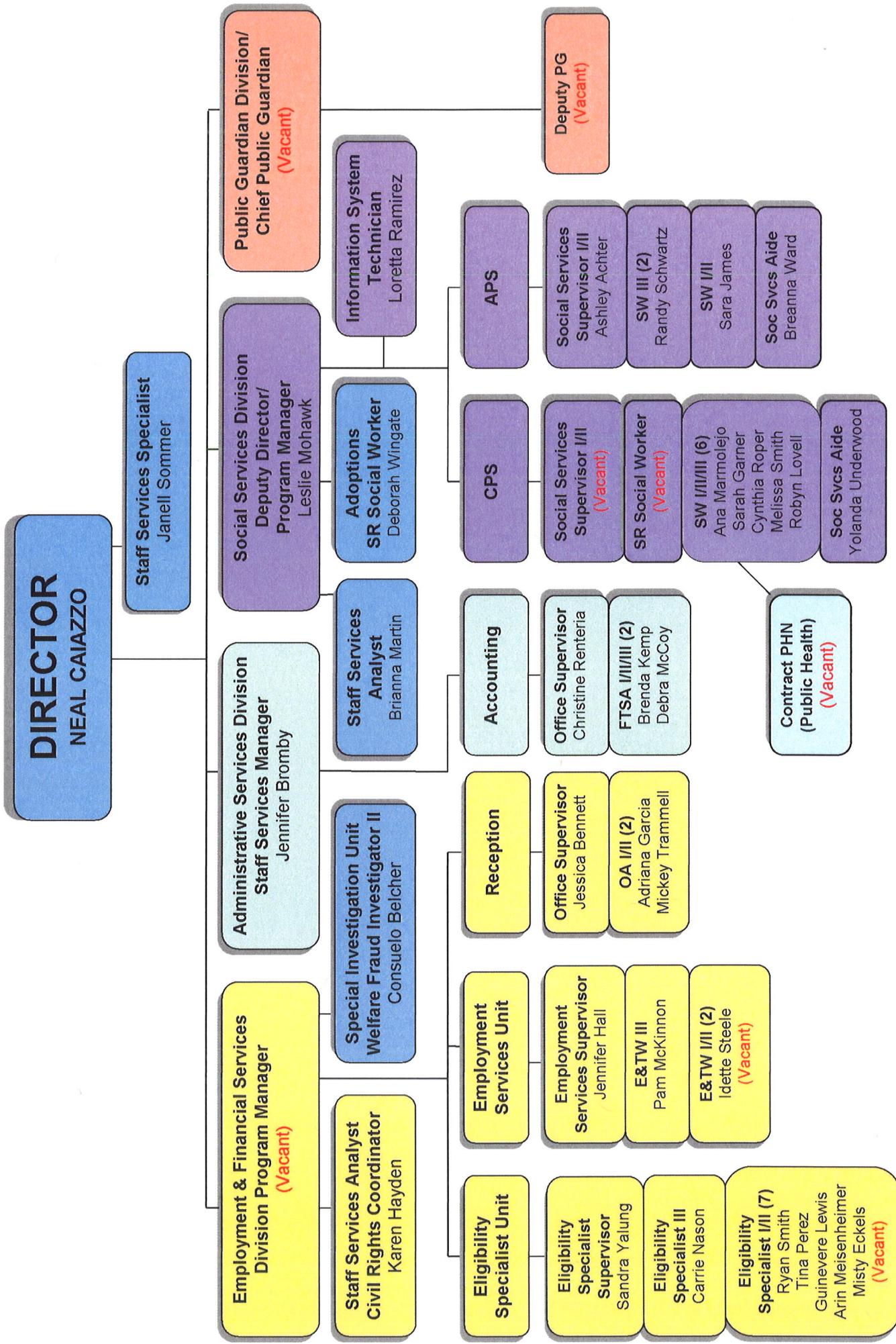
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: The Department does not presently utilize 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: Yes. 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





# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

153

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

**NEAL CAIAZZO**  
DIRECTOR

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DATE: OCTOBER 23, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR *Neal Longo*  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 6, 2018, CONSENT AGENDA

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SENIOR SOCIAL WORKER RANGE B POSITION IN THE DEPARTMENT'S CHILD PROTECTIVE SERVICES PROGRAM

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

Authorize the Department of Social Services to fill a vacant and funded Senior Social Worker, Range B position in the Department of Social Services as soon as administratively possible.

### **Background and Discussion**

The Department of Social Services has experienced a recent vacancy in the class of Senior Social Worker. This position became vacant on November 2, 2018, when the incumbent notified the Department that she is resigning her position. As explained more completely in the accompanying documents, this position is part of our Child Welfare Services system and is therefore, critical for assuring the safety of vulnerable children. Senior Social Worker, Range B is the classification for professionally credentialed staff.

Under the State Merit System Classification Plan for Departments of Social Services, the Plan includes classifications that are reserved specifically for social workers who have obtained professional credentials such as Masters in Social Work (MSW) or Licensed Clinical Social Worker (LCSW). Because such positions are difficult to recruit and retain, separate classifications can enable counties to establish specialized recruitment strategies and compensation levels for these positions.

A Table of Organization showing the vacancy is also attached

### **Financial Impact**

This position is funded in this year's County budget. There is no impact to the County General fund as the position is funded by State, Federal and Realignment dollars.

Copy: PCDSS Management Staff  
Nancy Selvage, Human Resources Director

Enclosures 3

**Position Classification:** Senior Social Worker

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:** This position is responsible for the Adoptions Program. The incumbent performs home visits to children who are in adoptive homes, performs adoptive home finding activity and assesses the need for assistance under the Adoptions Assistance Program. The incumbent also is the liaison with the Superior Court in all court-related reports including those connected with concluding an adoption.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.

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

### Position: Senior Social Worker – Adoptions Program

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

Answer: Yes. The Board of Supervisors has authorized county operation of the Adoptions Program.

- 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.

- How long has the position been vacant?

Answer: The position will become vacant on November 2, 2018 .

- 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 perform tasks associated with the Adoptions Program.

- 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 .

- 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.

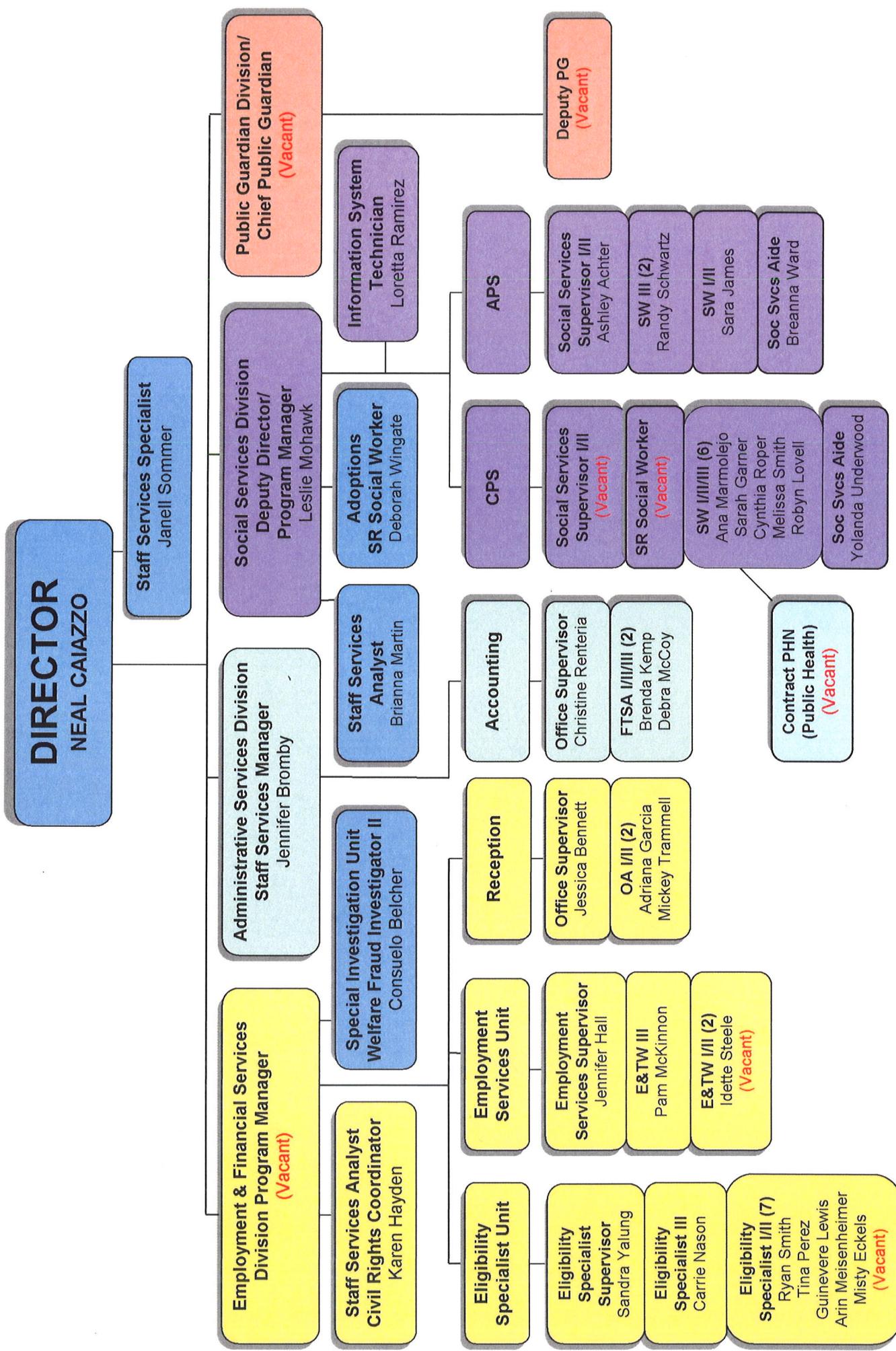
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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**





# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

164

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: OCTOBER 24, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR *Neal Caiazzo*  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR NOVEMBER 6, 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 October 30, 2018.

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  
Nancy Selvage, Human Resources Director

Enclosures (3)

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

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:**

This position is primarily responsible for performing eligibility determinations for the Medi-Cal and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal program is 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 program. 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.

## **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 October 30, 2018.**

- 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?

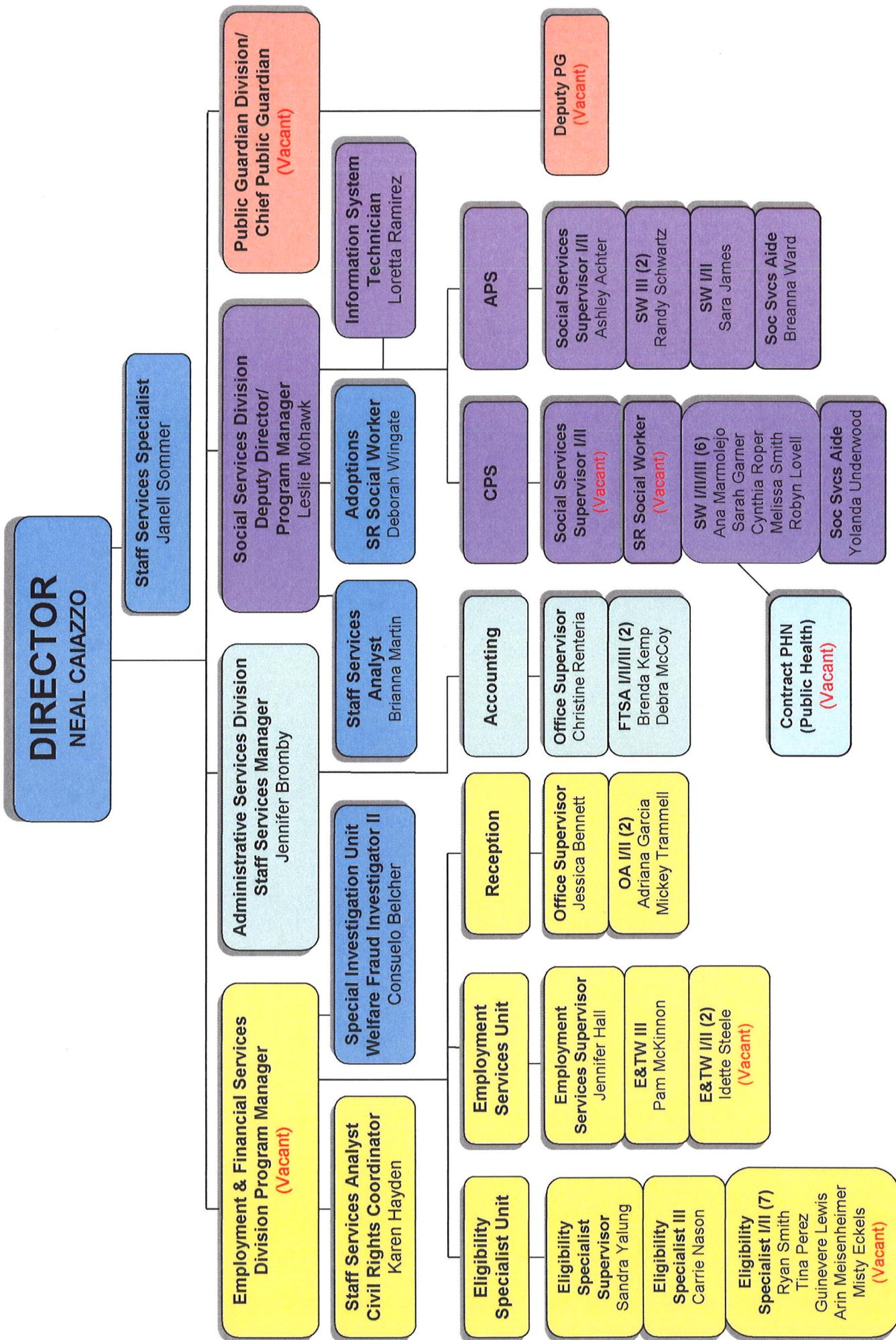
**Answer: No.**

- 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



# 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



1/1

## CONSENT AGENDA REQUEST

For the November 6, 2018 meeting of the Plumas County Board of Supervisors

October 29, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Chester Maintenance District

### Background:

One (1) FTE PW Maintenance Worker has resigned from the Department effective October 9, 2018 in the Chester Maintenance district.

The Department is requesting to fill these positions.

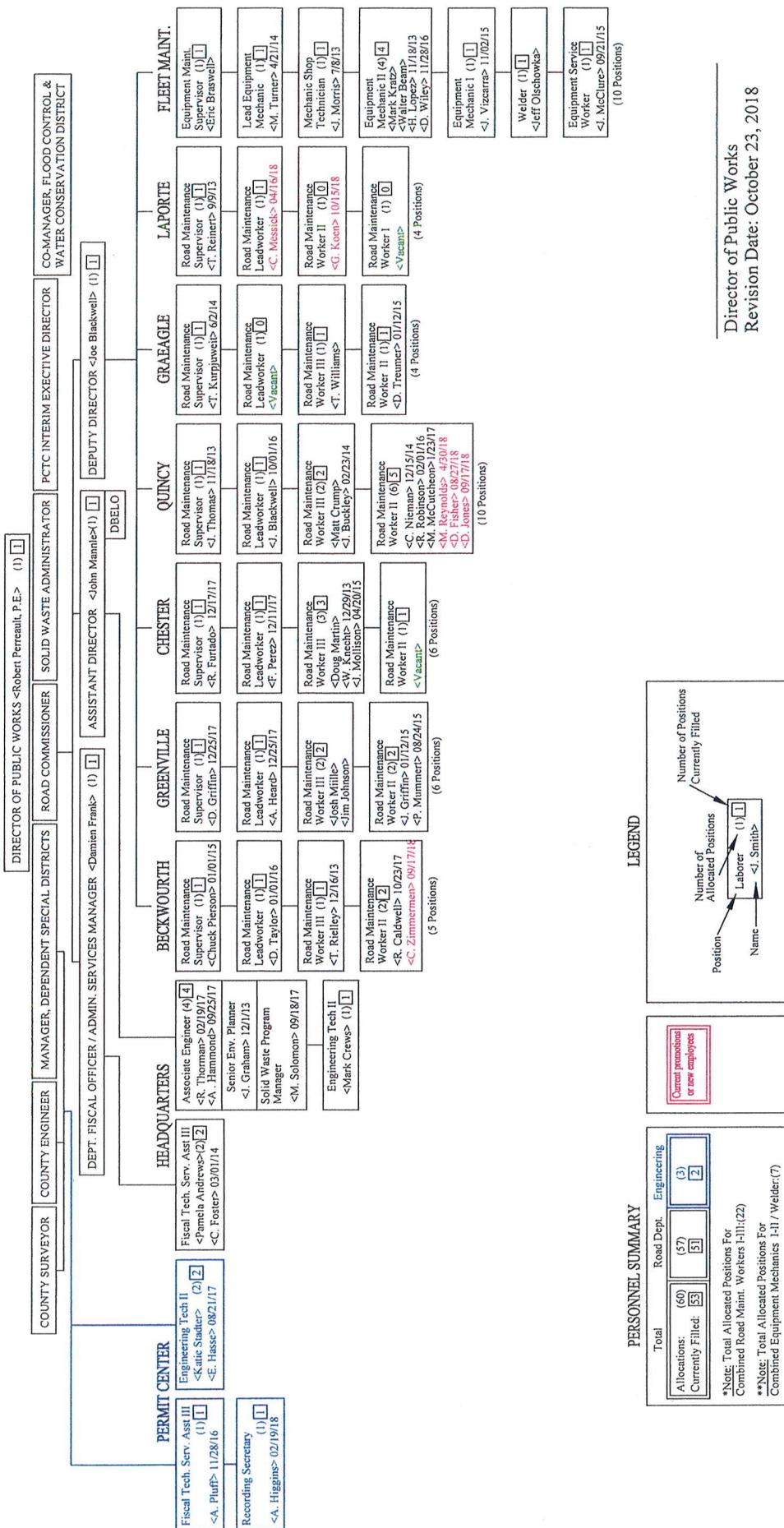
These positions are funded and allocated in the proposed FY18/19 budget of the Department of Public Works.

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

### Recommendation:

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

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position Chester**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Effective 10/9/2018.**
- Can the department use other wages until the next budget cycle?  
**The department’s wage and benefits portion of the 18/19 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**  
What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?      **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?      **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?      **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?      **Yes**      If yes, provide the activity of the department’s reserve account for the last three years?  
15/16      (\$1,000,000)      16/17      \$0      17/18      (\$600,000)

1/18

# 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



## **CONSENT AGENDA REQUEST**

For the November 6, 2018 meeting of the Plumas County Board of Supervisors

October 29, 2018

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

### **Background:**

One (1) FTE PW Lead Maintenance Worker is currently out on leave and is not expected to return to the Department.

In the interim, the Department is requesting to recruit and appoint someone to the position to take over when the final disposition of this case take place in an unknown time in the future. The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY18/19 budget of the Department of Public Works.

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

### **Recommendation:**

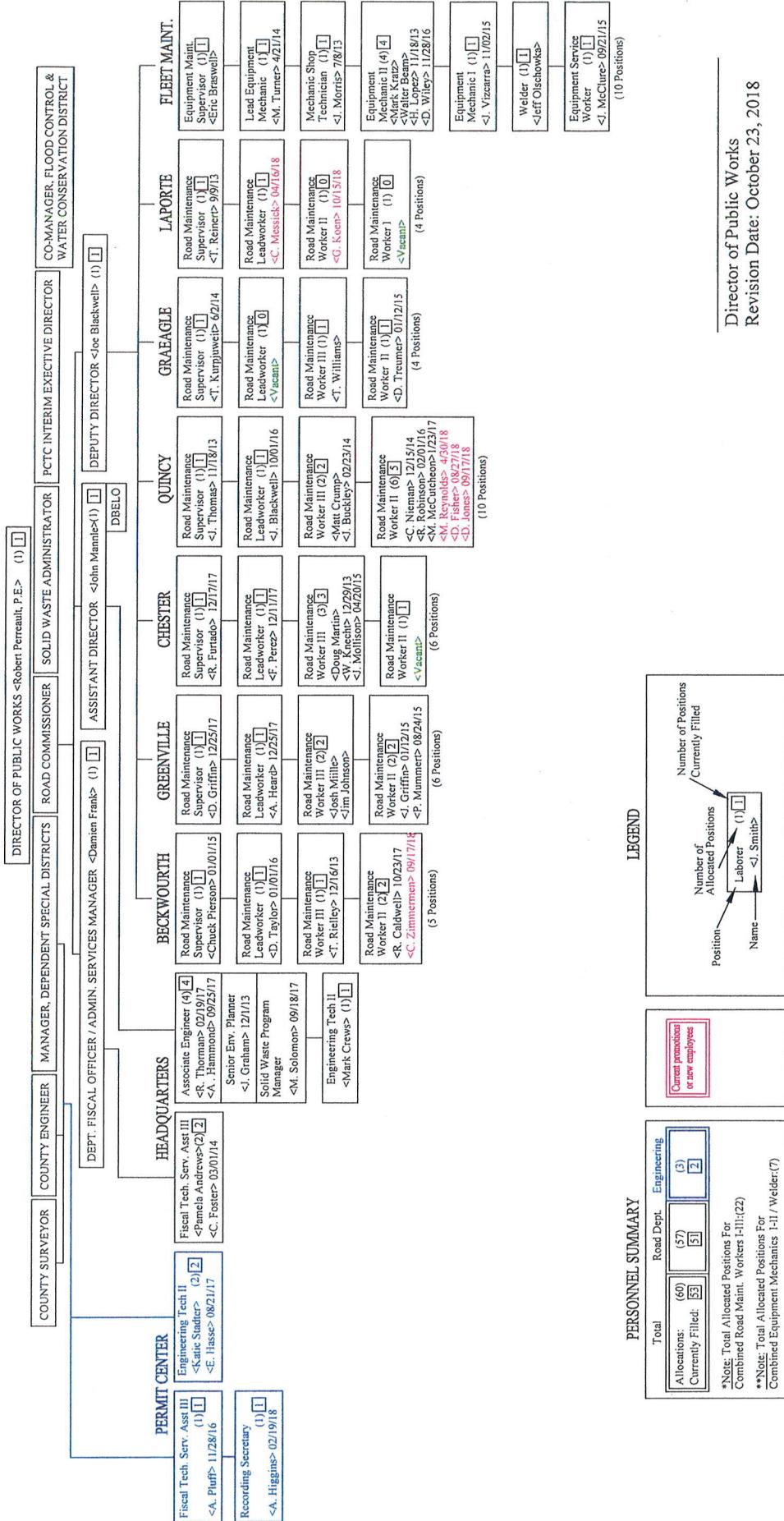
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Lead Maintenance Worker in the Graeagle Maintenance District.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

### **Public Works Lead Maintenance Worker Position Graeagle**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges. Lead Workers help direct the workforce**
- Why is it critical that this position be filled at this time?  
**Lead Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Position to become vacant effective early 2019.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 18/19 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?      **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?      **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?      **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?      **Yes**      If yes, provide the activity of the department's reserve account for the last three years?  
15/16(\$1,000,000)      16/17      \$0      17/18      (\$600,000)

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



# 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 Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director



1F3

## CONSENT AGENDA REQUEST

For the November 6, 2018 Meeting of the Plumas County Board of Supervisors

Date: October 29, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink that reads "Robert A. Perreault" followed by a stylized "HJ".

Subject: Authorize execution of a Professional Services Agreement between Quincy Engineering, Inc. and the County of Plumas for "Final Design Phase" for the Blairsden-Graeagle Bridge (a/k/a Denten Bridge) Replacement Project over the Middle Fork of the Feather River in an amount not to exceed \$438,271.38.

### Background:

The existing Blairsden-Graeagle Road Bridge (also known popularly as the Denten Bridge) is located along Blairsden-Graeagle Road (County Route 521) immediately south of the community of Blairsden, in Plumas County.

The existing, single-lane bridge was originally constructed in 1902 and renovated in 1965. The bridge is a nine-span, 264-foot long bridge with a 115-foot single-span Pratt through truss main span. The main span is supported on concrete-filled steel cylinders. The eight approach spans are steel stringers supported on steel pile frame bents. The deck consists of corrugated steel planks with an asphalt concrete (AC) wearing surface. The south abutment is a steel pile frame with steel back wall and the north abutment is a concrete gravity wall. The approximately 15-foot wide approach roadway is paved.



The bridge replacement is needed to improve public safety. The need is based on the most current Caltrans Maintenance Report (dated 09/24/15), which indicates that the existing bridge has a sufficiency rating of 48.9. This bridge was heavily damaged in the 1955 flood, prior to being rehabilitated and relinquished by the State to the County. The truss has fracture critical and fatigue-prone steel elements. The bridge deck is in need of a complete replacement and the paint system has failed. In-depth steel inspections have noted cracks in portions of the top lateral bracing and bends in portions of the sway bracings. Cracked stitch welds are also present in the cover plates to the bottom flanges of the floor breams. A bridge having a sufficiency rating of less than or equal to 50 is eligible for replacement under the federal Highway Bridge Program. This project is being funded by the Federal Highway Bridge Program [Federal Aid No. BRLO-5909(029)].

The purpose of the project, as proposed by the Plumas County Department of Public Works (County), in coordination with Caltrans District 2, is to improve public safety by replacing the existing structurally deficient one-lane bridge with a new two-lane bridge immediately adjacent to and north of the current span. The existing bridge will either be retained and rehabilitated to support pedestrian and bicycle use or demolished and removed following construction of the new bridge.

The Department of Public Works received three responses to the Request for Qualifications for this project, with Quincy Engineering, Inc. being ranked as the most highly qualified firm.

Thereafter, and in accordance with the County's purchasing policy, a contract was negotiated between Quincy Engineering, Inc. and Public Works staff to the satisfaction of the Director of Public Works.

The resulting, attached draft contract has been reviewed and approved as to form by Deputy County Counsel.

The attached draft contract is described as the "Final Design Phase" contract. The Consultant will be the Project's "design engineer of record." Generally speaking, the tasks included in the attached draft contract are as follows:

- Completion of structural engineering, and
- Completion of plans, specifications and project cost estimate, and
- Preparation of bid documents, and
- Providing bid phase assistance to Public Works staff, and
- Participation at public information meeting(s).

Following completion of the above tasks, and having benefit of an apparent construction low bidder, a second contract between Quincy Engineering, Inc. and the County of Plumas for the “Construction Phase” will be proposed by Public Works staff at the time of proposed award of the construction contract. The remaining project services, not a part of the attached contract, generally involve the following tasks:

- Construction Phase resident (civil) engineering services,
- Administrative support activities, as requested by staff of Department of Public Works, and
- Project close-out activities.

Funding for the Final Design Phase of this bridge replacement project is as follows:

- Federal Share: 88.53% Federal Bridge Program
- County Share: 11.47% Proposition 1B

**Recommendation by Public Works:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Professional Services Agreement for Professional Engineering Services between Quincy Engineering and the County of Plumas for “Final Design Phase” for the Blairsden-Graeagle Bridge Replacement Project over the Middle Fork of the Feather River in an amount not to exceed \$438,271.38.

Attachment: “Professional Services Agreement for Final Design Phase for the Blairsden-Graeagle Bridge Project (a/k/a Denten Bridge Project) over the Middle Fork Feather River, Blairsden, California” between the County of Plumas and Quincy Engineering, Inc.

***Professional Services Contract  
for  
Professional Engineering Services for Final Design Phase for the  
Blairsden-Graeagle Bridge Project (a/k/a Denten Bridge Project)  
over the Middle Fork Feather River  
Blairsden, California***

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## **ARTICLE I INTRODUCTION**

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: **Quincy Engineering**  
Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be **Steven L. Mellon, Principal Engineer**

The name of the "LOCAL AGENCY" is as follows: **Plumas County Department of Public Works**

The Contract Administrator for LOCAL AGENCY will be **John Mannie, Assistant Director of Public Works**

B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated January 25, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.

E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II STATEMENT OF WORK**

The Statement of Work shall be as set forth in attached Exhibit A.

## **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

## **ARTICLE IV PERFORMANCE PERIOD**

- A. This contract shall go into effect upon contract execution and shall end on July 31, 2021, unless extended by contract amendment. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

## **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of Thirty two Thousand Three Hundred Eighty Eight and Sixty Seven Cents \$(32,388.67). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

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

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Four Hundred Thirty Eight Thousand Two Hundred Seventy One Dollars and Thirty Eight Cents \$(438,271.38).

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

## **ARTICLE VI TERMINATION**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

## **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

## **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

## **ARTICLE XI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## **ARTICLE XIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

## **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## **ARTICLE XVI STATEMENT OF COMPLIANCE**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code

of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

## **ARTICLE XIX CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 6%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

## **ARTICLE XXI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and the Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

## **ARTICLE XXIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## **ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## **ARTICLE XXV INSURANCE**

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
  - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
  - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
  - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

## **ARTICLE XXVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

## **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

## **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

## **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

## **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

## **ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

### **CONSULTANT:**

Quincy Engineering, Inc.  
Steve Mellon, Project Manager  
11017 Cobblerock Dr #100  
Rancho Cordova, CA 95670

### **LOCAL AGENCY:**

Plumas County Department of Public Works  
John Mannle, Contract Administrator  
1834 East Main Street  
Quincy, CA 95971

## **ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

## ARTICLE XXXIV SIGNATURES

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

COUNTY OF PLUMAS  
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

Date: 7/18/18  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREED TO BY:

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

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

CONSULTANT  
QUINCY ENGINEERING, INC.

\_\_\_\_\_  
Signature  
John S. Quincy, President

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

\_\_\_\_\_  
Signature  
Steven L. Mellon, Secretary

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

68-0269312  
Quincy Engineering Inc. Taxpayer ID Number

# Exhibit A

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## Plumas County- Blairsden-Graeagle Bridge Project

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### Scope of Work

The Blairsden-Graeagle Road Bridge across the Middle Fork of the Feather River Bridge project is expected to consist of a two (2) span cast-in-place (CIP) concrete post-tensioned (PT) box girder bridge supported on a single column pier and seat type abutments. The project also includes approach roadways, construction staging, minor existing bridge rehabilitation, rock slope protection, and roadway signing.

Quincy Engineering, Inc.'s (QEI) approach for this project is as follows:

#### **Task 1 – Initiate Project**

##### Task 1.1 – Finalize Project Scope

QEI and County shall review and finalize the complete project scope for this bridge project at the kick-off meeting.

##### Task 1.2 – Kick-off Meeting

For a successful project, it is very important for key personnel from the County and the QEI shall thoroughly discuss the project background, scope, concepts, schedule, and management, and gather all existing information about this project that has not been previously obtained.

From past experience, it is important that all affected agencies are brought on board early in the project and are kept well informed as project development proceeds. As part of this task, we propose a kick-off meeting at the project site to bring the County, QEI, and all interested parties together to form a cooperative effort toward timely completion of this project.

##### Task 1.3 - Field Investigation

Immediately following the Kick-off Meeting, a site visit will be conducted with the QEI, County, and other project stakeholders. The purpose of the site visit is to reacquaint the team members to the existing conditions, potential conflicts, and record any significant project features that may have changed.

##### Task 1.4 - Project Schedule

QEI will develop a project schedule showing each task, start and end dates, and task duration. The schedule will be updated and coordinated with the County, as appropriate. The County will be notified immediately of any problems that may adversely impact the project schedule.

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#### **Task 2 – Project Management**

##### Task 2.1 – Project Management

The QEI's design process is carried out under procedures which closely parallel those of local agencies and Caltrans. The QEI's Management Plan outlines areas of responsibility for key people during the design process and describes Quality Assurance/Quality Control procedures for independent design checks and reviews, as well as the administrative guidelines dealing with signatures, approvals, and records.

##### Task 2.2 - Progress Meetings

QEI shall work with the County to schedule and attend meetings, prepare agenda items, and compile project meeting minutes for distribution. We anticipate our attendance at up to four (4) meetings at County offices, held at critical milestones, to discuss the project status and to review work in progress. Additional coordination will be done through phone and conference calls.

### Task 2.3 – Progress Report

QEI shall develop periodic progress reports that will detail progress, tasks completed, tasks anticipated for the following period, and potential issues that need to be resolved.

#### Task 1 and 2 Products

- *Project Management*
- *Progress Meetings*
- *Progress Reports\Project Schedule*

### **Task 3 – Public Meeting**

A public meeting is anticipated prior to the County approving the CEQA Document and the beginning the final design. The Team will prepare technical information and exhibits for the County's use and support the County on the technical aspects of the project, as needed.

#### Task 3 Products

- *Technical exhibits*
- *Attendance at the meeting*

## **FINAL DESIGN PHASE**

### **Task 4 – Final Design**

#### Task 4.1 – Utility Coordination (By County)

The County will be responsible for coordination with the affected utility companies. QEI will technically support the County and will determine which existing utilities are in conflict. It will be the responsibility of each utility owner to provide a design of their facility and/or move/protect their utility for the project. QEI typically provides openings (needed and future) for utilities in the bridge.

*As the County is aware, the utility relocation process for Federally Funded Projects has been recently revised by Caltrans, requiring additional coordination due to the mandatory Caltrans involvement. As part of this process, a Report of Investigation (ROIs) must be submitted to Caltrans for each effected utility prior to requesting the utility to relocate. The ROI must include the following information:*

- *The conflict map or plan*
- *Relocation plans, prepared by the utility*
- *Supporting documents from the utility stating liability claims and owner's estimated cost*
- *A copy of the proposed Utility Agreement*
- *A copy of the proposed Notice to Owner (to relocate)*
- *Franchise Agreements and/or permits for the utility installation (if available)*

*A ROI must be prepared for each utility requiring modification.*

#### Task 4.2 – Foundation Report Concurrence

Geocon prepared the draft Foundation Report for this project under a separate on-call contract with the County. QEI will review this report and provide comments as appropriate. Close attention will be paid to lateral and bearing capacities, foundation type selection, adequacy of borings, and constructability.

*Supplemental Recommendations and Plan Review* – As a subconsultant to QEI and using the results of their previous investigation, Geocon will provide engineering analysis and supplemental recommendations (report addenda) as required. Geocon will also provide a plan review for geotechnical-related improvements as follows:

- Review our previous prepared geotechnical reports and information.
- Analyze the existing field and laboratory data and supplemental design item requests and prepare report addenda as required, anticipated to include (but not be limited to) the following:
  - Supplemental bridge foundation recommendations and associated design parameters.
  - Supplemental design recommendations for wingwall/retaining walls.
  - Log of Test Boring (LOTB) sheets.
  - Plan review.

#### Task 4.3 - Bridge Design

Final bridge design will be performed in accordance with "AASHTO LRFD Bridge Design Specifications" with the latest Caltrans Amendments and other Caltrans Design Manuals. Design will be based on the "Load and Resistance Factor Design" method, with HL-93 and permit truck design live loads. Seismic design will be performed in accordance with Caltrans "Seismic Design Criteria" version 1.7 (April 2013) and the latest information from Caltrans Earthquake Research. Computer analysis and design programs used are "state-of-the-art" for bridge design.

#### Task 4.3a Rehabilitation Design of Existing Bridge

With input from the County, QEI will develop details for the rehabilitation of the existing bridge to be converted into a pedestrian and bicycle use facility. For this project, it is assumed the rehabilitation and enhancements will be limited to the following elements:

- Minor Bridge Deck Repair
- Bridge Railings

It is assumed the existing truss and other steel elements as well as supports and foundations of the existing bridge will not require any repair or rehabilitation. Design of the rehabilitation elements will be performed in accordance with "AASHTO LRFD Bridge Design Specifications" with the latest Caltrans Amendments and other Caltrans Design Manuals. Design will be based on the "Load and Resistance Factor Design" method, with pedestrian live load. No seismic design will be performed as part of this task. Computer analysis and design programs used are "state-of-the-art" for bridge design.

#### Task 4.4 - Approach Roadway Design

The final approach roadway design will be performed in accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required.

*Supplemental topographic surveys* will be done to locate critical conform locations and elevations at features such as walks, edge of road, edge of traveled way, tops, toes, grade-breaks, drainage features, utilities and other existing features that will aid in the final design process. Conform survey information will be incorporated into the topographic base map drawing. Conform surveys will be intensified and measured as cross sections at approximate twenty (20) foot intervals at the easterly and westerly ends of the project on the proposed approach extensions. QEI assumes that the County will obtain the necessary right of entry authorizations from the affected land owners.

#### Task 4.5 - Detailing

The plan sheets will be prepared in English units using the County's and Caltrans' drafting standards. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance

with the Local Programs Manual. We anticipate that the plans, specifications, and estimate (PS&E) will contain the following plan sheets for this two (2) span, CIP/PT structure (up to 25 sheets are anticipated):

<i>Title Sheet &amp; Location Map (1)</i>	<i>Bridge General Plan (1)</i>
<i>Typical Sections (1)</i>	<i>Deck Contours (1)</i>
<i>Layouts (1)</i>	<i>Foundation Plans (1)</i>
<i>Profile and Superelevation (1)</i>	<i>Abutment Layout (2)</i>
<i>Construction Details (1)</i>	<i>Abutment Details (1)</i>
<i>Erosion Control (1)</i>	<i>Pier Layout (1)</i>
<i>Contour Grading (1)</i>	<i>Pier Details (1)</i>
<i>Drainage Plan, Profiles, Details (1)</i>	<i>Typical Section (1)</i>
<i>Construction Staging, Detour, Area Signs (1)</i>	<i>Girder Layout (1)</i>
<i>Summary of Quantities (1)</i>	<i>Girder Reinforcement (1)</i>
	<i>Joint Seal Assembly Details (1)</i>
	<i>Existing Bridge Rehabilitation (2)</i>
	<i>Log of Test Borings Sheets -By Geocon (1)</i>

#### Task 4.6 - Submittal of 65% Plans (Unchecked Details)

Open communication between the County's staff and the QEI will allow both parties the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. QEI propose that a meeting be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

#### Task 4.7 - Independent Design Check

An independent check of the design will be performed. This involves a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans by an engineer that has not been intimately involved in the design. This is a big part of the QEI's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Pacific Hydrologic Inc. (PHI) prepared the Location and Design hydraulic analysis and reports for this project during the environmental phase and under a separate contract. PHI will review the plans for conformance with their reports. PHI anticipates up to 8 hours of technical staff effort for this review.

#### Task 4.8 – Specifications

Project Technical Specifications based on Caltrans Standard Specifications, Special Provisions (SSP), and County-provided boilerplate specifications. It is QEI's current understanding that the County will combine the Technical Specifications with the County boilerplate. We will provide a hard copy and electronic copy of the technical specifications for the County's review and use.

#### Task 4.9- Final Construction Quantities and Estimate

Construction quantities and the Engineer's Estimate of Construction Costs will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities, unit costs based on current construction costs of similar projects, and a construction cost summary.

#### Task 4.10- Prepare Design Exception Fact Sheets

Design Exceptions Fact Sheets will be prepared for all required design exceptions identified during the project design. The County will be responsible for approving Design Exceptions.

#### Task 4.11- Quality Control and Constructability Review

As an integral part of the QEI's QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity and compatibility as well as conformance with the federal HBP program requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

#### Task 4.12 - Submittal of 90% PS&E

The plans, specifications, and estimate, along with design, check, and quantity calculations, will be submitted to the County at the 90% completion stage.

#### Task 4.13 - Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone/fax as necessary. Appropriate modifications will be made to the plans, specifications, and estimate.

QEI will furnish a final PS&E package in full-sized and half-sized plans as well as a hard copy and computer files (MS Word format) of special provisions for bidding purposes. It is assumed that the County will compile and duplicate the actual bid documents for advertising.

#### Task 4 Products

- *65% Road & Bridge Plans*
- *Project technical specifications*
- *Design Exception Fact sheets*
- *QA/QC and constructability review*
- *Quantities and Cost Estimate*
- *90% PS&E*
- *100% PS&E*

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#### **Task 5 – Obtain Environmental Permits (By County)**

The County will be responsible for completing the permit applications and obtaining the necessary permits.

NSR (now Stantec) as a subconsultant to QEI will provide on-call technical support to assist County staff in completing the project permit applications. The project permits include: Clean Water Act Section 401 water quality certification from the Central Valley Regional Water Quality Control Board; Clean Water Act Section 404 Nationwide Permit No. 14 (Linear Transportation Projects) from the U.S. Army Corps of Engineers – Sacramento District; and a Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife – Redding Office. Anticipated support may include directing County staff to previously-completed technical studies to complete sections of the applications, providing a jurisdictional waters impact map, reviewing draft permit applications, and assisting County staff in responding to agency comments on the permit applications. NSR anticipates up to 40 hours of technical staff effort during this task.

#### Task 5 Products

- *Permits (By County)*
- *Technical support to County*

### **Task 6 – Right-of-Way Engineering, Appraisal, and Acquisition**

*Plats and Legal Descriptions:* QEI will identify the anticipated temporary construction easements (TCE) and permanent right of way requirements for approval by the County. Upon approval, QEI will prepare the necessary plats and legal descriptions for any permanent easements/right of way takes and temporary constructions easements of adjoining parcels within the project limits. It is assumed that three (3) parcels (APN's 130-040-010, 130-020-010 {County owned} and 130-020 -012) are included for this scope of work for which plats and legal descriptions will be prepared for two (2) right of way easements and two (2) temporary construction easement. QEI will prepare additional plats and legal descriptions based on additional project requirements as an optional service to the County. QEI assumes that the County will obtain corresponding title reports in order for QEI to determine encumbrances on subject parcels.

*Appraisal and Acquisition:* The County will perform the appraisal/acquisition services and will be responsible for obtaining the required right of way for the project.

#### Task 6 Products

- *Right of Way Plats and Legal Descriptions*
- *Appraisal and Acquisition (By County)*
- *Technical support to County*

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### **Task 7 – Bidding Assistance**

The QEI will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, QEI will be available to provide analysis and recommendations concerning award of the contract. QEI anticipate up to 40 hours of effort during this task.

#### Task 7 Products

- *Responses to County and bidder inquiries*

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### **Task 8 – Construction Design Support**

After award of the construction contract, the QEI will continue providing design services such as reviewing contractor submittals, reviewing shop plans, reviewing change orders, and making other field observations, at the County's request. All activities include appropriate recommendations and documentation of the Team's activities. Because of the unknowns associated with the contractor's level of experience, QEI anticipate up to 100 hours of effort during this task.

#### Task 8 Products

- *Designer responses to RFI*
- *Designer shop plan review*
- *Design Technical support to County*

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### **Task 9 – Construction Management, Administration, Materials Testing, and Inspection**

To be provided upon completion of Tasks 1-8.

## Exhibit 10-H Cost Proposal

## Cost Proposal

Contract No.

Blairsden Graeagle Bridge  
Quincy Engineering, Inc.

Consultant

Date 1/25/2018

## DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$98	6	\$86.00	\$ 516.00
Principal Eng.	Steve Mellon	SM	\$70-\$98	300	\$86.00	\$ 25,800.00
Principal Eng.	Jeff Olson	JO	\$70-\$98	30	\$77.20	\$ 2,316.00
Senior Eng.	Carolyn Davis	CD	\$49-\$79	20	\$71.80	\$ 1,436.00
Senior Eng.	Carl Gibson	CG	\$49-\$79	230	\$71.80	\$ 16,514.00
Assist Eng. II	Erin McPherson	EM	\$32-\$51	40	\$51.20	\$ 2,048.00
Senior Eng.	Danny Mossman	DM	\$49-\$79	224	\$65.20	\$ 14,604.80
Senior Eng.	Scott McCauley	SMc	\$49-\$79	310	\$62.30	\$ 19,313.00
Senior Eng.	Brett Karnes	BK	\$49-\$79	220	\$49.60	\$ 10,912.00
Assist Eng. I	Salim Bouzid	SB	\$27-\$42	40	\$34.00	\$ 1,360.00
Assoc Eng.	Andy Chou	AC	\$32-\$63	280	\$52.90	\$ 14,812.00
Assoc Eng.	Meggie Elledge	ME	\$32-\$63	40	\$52.90	\$ 2,116.00
CAD Manager	Bob Maechler	BM	\$34-\$56	30	\$47.10	\$ 1,413.00
CAD Tech	Patrick Kinney	PK	\$22-\$37	140	\$27.40	\$ 3,836.00
Admin Asst	Anita Hayes	AH	\$12-\$50	20	\$31.60	\$ 632.00
Admin Asst	Phyllis Jordan	PJ	\$12-\$50	30	\$36.60	\$ 1,098.00
				1960		\$ 118,726.80

## LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$118,726.80</u>
b) Escalation for Multi-Year Project (0.0%):	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u><b>\$118,726.80</b></u>

## FRINGE BENEFITS

d) Fringe Benefits (Rate: 40.7%):	
e) TOTAL FRINGE BENEFITS [(c) x (d)]	<u><b>\$48,321.81</b></u>

## INDIRECT COSTS

f) Overhead (Rate: 132.1%):	
g) Overhead [(c) x (f)]	<u>\$156,838.10</u>
h) General Administration (Rate: 0.0%):	
i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>
j) TOTAL INDIRECT COSTS [(g) + (i)]	<u><b>\$156,838.10</b></u>

## FIXED FEE (Profit)

k) Fixed Fee (10.0%):	
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)]	<u><b>\$32,388.67</b></u>

## OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1500 miles @	\$0.540	\$810.00
Pier Diem/ Hotel/Meals	6 days @	\$150.00	\$900.00
Delivery	4 @	\$20.00	\$80.00
Vendor Reproduction			\$640.00
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			\$0.00
Prevailing Wage Differential			\$0.00
m) Other Direct Cost Subtotal:		<u>\$2,430.00</u>	<u>\$2,430.00</u>

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>\$79,566.00</u>	<u>\$79,566.00</u>
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r) TOTAL COST	<u><b>\$438,271.38</b></u>
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Note: Invoices will be based upon actual QEI hourly rates plus overhead at 172.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

The Overhead Rate (Indirect Cost Rate) shall remain unchanged for a multi-year contract unless both parties agree to modify the rate in writing.

All rates subject to an annual escalation of up to 5% per year

# Cost Proposal

Project Name: Blairsden Graeagle Bridge

## Direct Labor:

### Final Design

Date: 1/25/2018

#### Quincy Engineering, Inc.

Direct Labor:	\$118,726.80
Escalation for Multi-Year Project (0.0%):	\$0.00
Subtotal	<u>\$118,726.80</u>
Overhead (1.728):	\$205,159.91
A. Labor Subtotal	<u><b>\$323,886.71</b></u>

### Subconsultant Costs:

Geocon	\$5,140.00
NSR (Stantek)	\$5,170.00
Custom CAD (DBE)	\$50,000.00
PHI	\$1,700.00
QEI Survey Department	\$17,556.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
B. Subconsultant Subtotal	<u><b>\$79,566.00</b></u>

### Other Direct Costs:

Travel (@ active IRS mileage rate)	1500 miles @	\$0.540	\$810.00
Pier Diem/ Hotel/Meals	6 days @	\$150.00	\$900.00
Delivery	4 @	\$20.00	\$80.00
<i>Vendor Reproduction</i>			
Vellum	@	\$0.00	
81/2 X 11 Reproduction	@	\$0.00	
11 X 17 Reproduction	@	\$0.00	
Mounting Boards for Presentations	8 @	80 \$640.00	
Newsletters (Translation and printing)	@	\$0.00	
<i>Subtotal Vendor Reproduction</i>			<u>\$640.00</u>
Title Report	@		\$0.00
Miscellaneous			<u>\$0.00</u>
Prevailing Wage Differential			<u>\$0.00</u>

C. Other Direct Cost Subtotal:

Labor Subtotal A. =	\$323,886.71
Fixed Fee (10.0%):	\$32,388.67
Subconsultant Subtotal B. =	\$79,566.00
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$2,430.00
Fixed Fee (0.0%):	<u><b>\$0.00</b></u>

TOTAL = **\$438,271.38**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 172.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

The Overhead Rate (Indirect Cost Rate) shall remain unchanged for a multi-year contract unless both parties agree to modify the rate in writing.

All rates subject to an annual escalation of up to 5% per year

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



---

Tony Hobson, Ph.D, Director

DATE: November 6, 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 Behavioral Health Therapist I/II/Senior position.

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## Recommendation

1. Approve the filling of the vacant, allocated position of 1.0 FTE Behavioral Health Therapist I/II/ Senior within Department 70570, which was already allocated and funded in the 2018-2019 budget year.

## Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Therapist I/II/Senior position which became vacant due to a resignation on September 28, 2018. The position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

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

RE: PCBH request to fill 1.0 FTE Behavioral Health Therapist I/ II/ Senior positions.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.**
- Why is it critical that this position be filled at this time?  
**This position needs to be filled to provide clients and citizens with a baseline level of clinical service.**
- How long has the position been vacant? **The positions was vacated on September 28, 2018.**
- Can the department use other wages until the next budget cycle? **N/A**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**
- What core function will be impacted without filling the position prior to July 1? **There will be a further reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24-hour crisis services. New requests for services will be delayed.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services. A reduction of services to citizens will occur. A further decrease in staffing support will result in additional deterioration of staff moral and will risk additional staff turnover which will incur additional cost.**
- 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? **This position is funded by MediCal, Realignment, and MHSA sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**

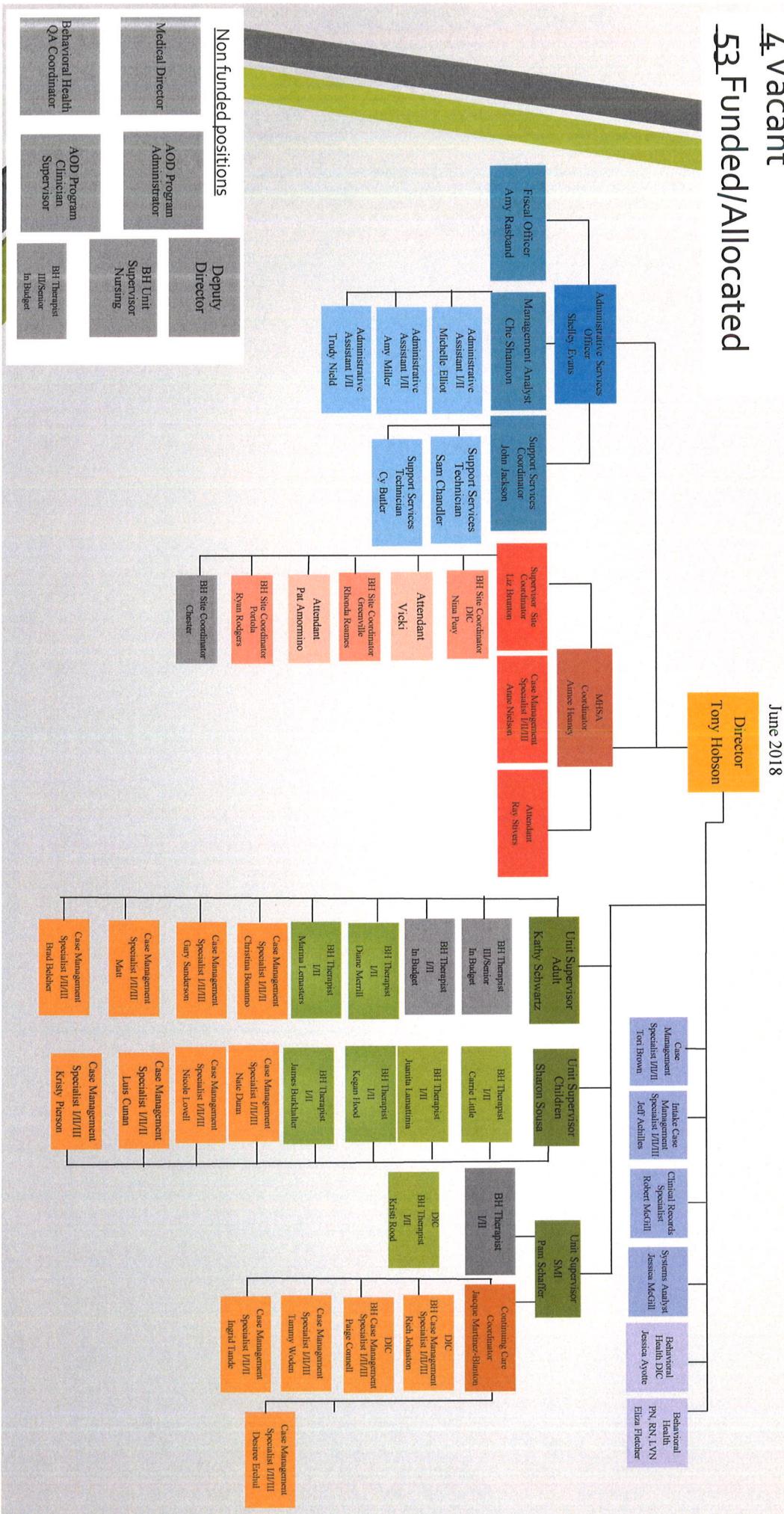
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general 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? **This position does not rely on general fund support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCMH has a reserve that would provide financial coverage if needed.**

# 74 Approved Positions

4 Vacant

53 Funded/Allocated

Plumas County  
Behavioral Health Department  
June 2018



# 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: November 6, 2018

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

SUBJECT: Request to approve and authorize the Behavioral Health Director to submit two vehicles for County auction.

---

## Recommendation

Approve and authorize the Behavioral Health Department to surplus two vehicles and submit them for the County auction to be held at the end of November.

## Background and Discussion

The Behavioral Health Department has two vehicles in the fleet with high mileage. The 2008 Ford Escape (VIN: 1FMCU92Z98KA37979) has a broken transmission and high mileage. The 1995 Toyota 4 Runner (VIN: JT3VN39W3S8082217) has extremely high mileage and the motor needs to be replaced. Due to the condition of these vehicles, the department respectfully requests approval to submit these vehicles to the Public Works Department for their public auction the end of November.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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

Director Tony Hobson, Ph.D.



**DATE:** November 6, 2018

**TO:** Honorable Board of Supervisors

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

**SUBJECT:** Approve and authorize 2018/19 Aurora Santa Rosa Hospital Contract

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:**

It is respectfully requested that the Board of Supervisors approve and authorize board Chair to sign contract with Aurora Santa Rosa Hospital in the amount of \$ 50,000.00.

**Background and Discussion**

The Medi-Cal reimbursable facility, Aurora Santa Rosa Hospital will provide physician and psychologist services to the residents of this county. County Counsel has reviewed and approved to form.

**FINANCIAL IMPACT:**

No county general funds are used for any of the above programs and staffing. Any costs associated with this matter are covered by a combination of Federal and state funds.

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

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***Tony Hobson, Ph.D., Director***

**Date:** October 29, 2018

**To:** Honorable Board of Supervisors

**From:** Tony Hobson, Behavioral Health Director

**Agenda:** Agenda Item for November 6, 2018 BOS Meeting

**Item Description:** Approve and authorize payment in the amount of \$6,171.56 to Plumas Crisis Intervention and Resource Center for the Plumas County Behavioral Health Wellness Centers September 2018 operating invoice

**Recommendation:** It is respectfully requested that the Board of Supervisors approve and authorize payment in the amount of \$6,171.56 to Plumas Crisis Intervention and Resource Center for the Plumas County Behavioral Health Wellness Centers September 2018 operating invoice.

**Background and Discussion:** Plumas County Behavioral Health provides clinical services and wellness activities at the Chester and Greenville Wellness Centers.

PCIRC continues to pay costs associated with the Wellness Center operations in Chester and Greenville, and other associated program costs.

No General Fund monies will be used for this purpose, and it is funded solely using Mental Health Services Act (MHSA) Community Services and Supports (CSS) monies. These costs are included in the MHSA FY18-19 budget.

Thank you.

## Invoice

PCI Resource Center  
591 W. Main Street  
Quincy, CA 95971  
283-5515

Date of Invoice: October 22, 2018

Billed to:
Plumas County Behavioral Health 270 County Hospital Road, Suite #109 Quincy, CA 95971
283-6307

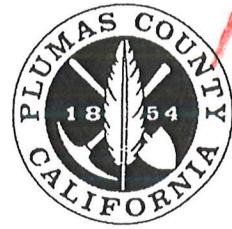
Period	Item	Description	Amounts
9/1/18 – 9/30/18	Wellness Interim	Location Costs for Chester and Greenville Wellness Centers	\$6,171.56
Total			\$6,171.56



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

DATE: October 29, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to approve and authorize Chair Engle to sign the contract between the Probation Department and the Plumas Crisis Intervention and Resource Center pursuant to CCP AB109 funding.

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### **Recommendation**

Approve and authorize Chair Engle to sign a contract between the Probation Department and Plumas Crisis Intervention and Resource Center pursuant to CCP funding.

### **Background and Discussion**

Plumas Crisis Intervention and Resource Center was awarded \$41,200 by the CCP Executive Committee pursuant to CCP AB109 funding for their Pathways Home Program which was approved by the Board of Supervisors on September 4, 2018. Therefore, we respectfully request the Board of Supervisors approve and authorize Chair Engle to sign the contract.



Erin Metcalf  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

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DATE: October 29, 2018  
TO: Honorable Board of Supervisors  
FROM: Erin Metcalf, Chief Probation Officer  
SUBJECT: Request to approve and authorize Chair Engle to sign the contract between the Probation Department and the Plumas Crisis Intervention and Resource Center pursuant to CCP AB109 funding.

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### Recommendation

Approve and authorize Chair Engle to sign a contract between the Probation Department and Plumas Crisis Intervention and Resource Center pursuant to CCP funding.

### Background and Discussion

Plumas Crisis Intervention and Resource Center was awarded \$45,000 by the CCP Executive Committee pursuant to CCP AB109 funding for their Ohana House Program which was approved by the Board of Supervisors on September 4, 2018. Therefore, we respectfully request the Board of Supervisors approve and authorize Chair Engle to sign the contract.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

1H3

DATE: October 29, 2018

TO: Honorable Board of Supervisors  
FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to approve and authorize Chair Engle to sign the contract between the Probation Department and the Plumas Crisis Intervention and Resource Center pursuant to CCP AB109 funding.

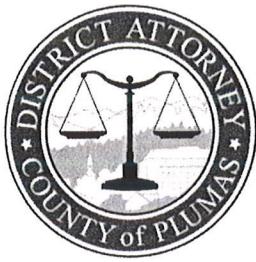
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### Recommendation

Approve and authorize Chair Engle to sign a contract between the Probation Department and Plumas Crisis Intervention and Resource Center pursuant to CCP funding.

### Background and Discussion

Plumas Crisis Intervention and Resource Center was awarded \$20,824 by the CCP Executive Committee pursuant to CCP AB109 funding for their 24/7 Dad Program which was approved by the Board of Supervisors on September 4, 2018. Therefore, we respectfully request the Board of Supervisors approve and authorize Chair Engle to sign the contract.



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## OFFICE OF THE DISTRICT ATTORNEY

**David Hollister, District Attorney**

520 Main Street, Room 404 · Quincy, California 95971  
(530) 283-6303 · Fax (530) 283-6340

**Date:** October 29, 2018  
**To:** Honorable Board of Supervisors  
**From:** David Hollister, District Attorney  
**Agenda:** Item for November 6, 2018

### **Recommendation:**

- 1) Adopt RESOLUTION to amend the 2018-2019 Position Allocation for the Alternative Sentencing Program 70307 to reflect 2.00 FTE Community Case Manager
- 2) Authorize the District Attorney to recruit and hire a 1.0 FTE Community Case Manager for the Alternative Sentencing Program

### **Background and Discussion**

On August 15<sup>th</sup>, the CCP Executive Committee approved a budget request for the Alternative Sentencing Program within the District Attorney's Office. Included in that budget request was the addition of a 1.0 FTE Community Case Manager.

Pretrial Release began in September 2016. Since the inception of the program the ASP has received approximately 1204 referrals, which translates to roughly 401 referrals annually and 33.4 monthly. However, after analyzing the data for 2017 and to date in 2018 the average referral monthly is closer to 55. The average daily population that is supervised for the Pretrial Release program is 35. The failure rate for 2016-2017 for Pretrial release was 11.3% and has decreased to 10% in the 2017-2018 period.

The ASP/Pretrial Release program currently operates with 1 fulltime staff member and 1 part time staff member, who also bill services to other grants and must do various other duties. The caseload of the Pretrial Release Program continues to grow and the need for an additional staff member to assist with the program is imperative to the continued success of the program and ASP as a whole.

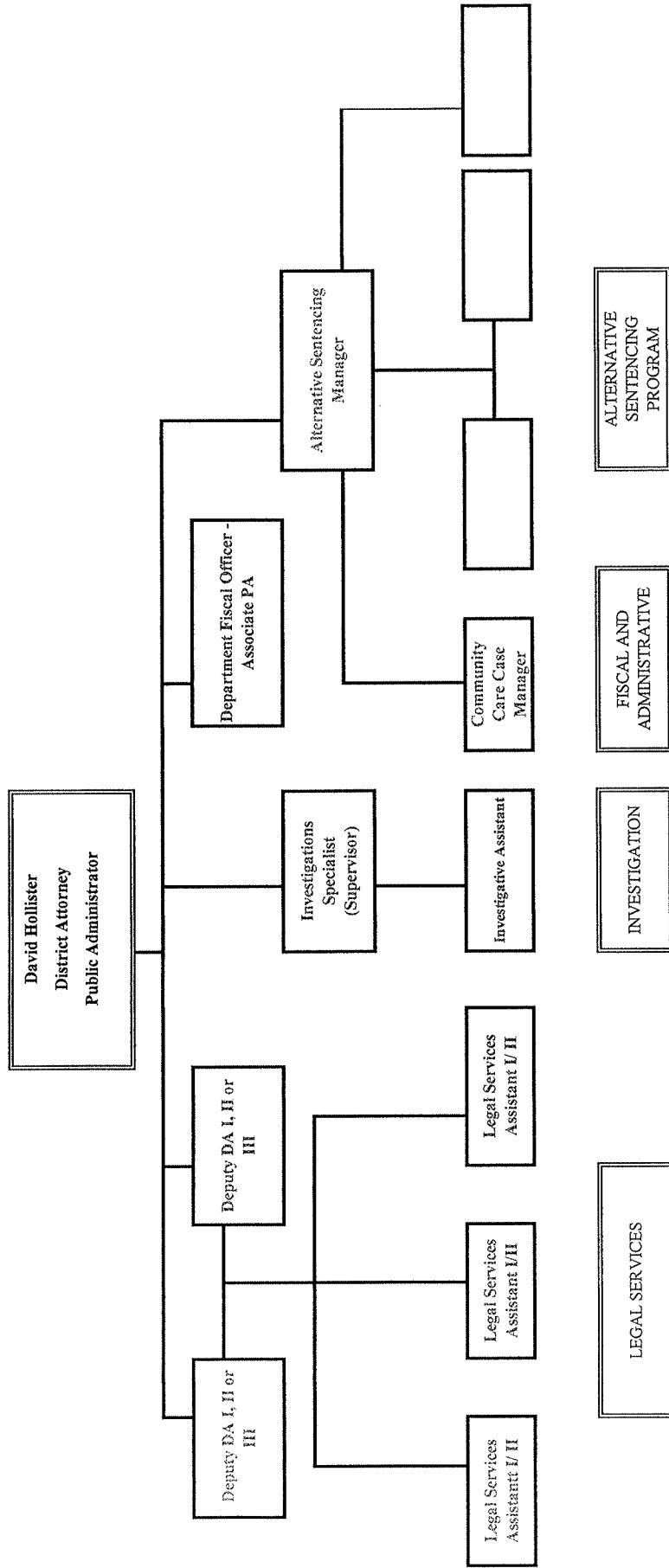
All of the funding for this program is provided by Prop 47 and AB109.

### **Summary**

Approve the hiring of a Community Care Case Manager providing services to the Alternative Sentencing Program.

Authorize the District Attorney to recruit and fill the position.

Plumas County District Attorney's Office  
Organizational Chart  
2018-19



## **COMMUNITY CARE CASE MANAGER**

### **DEFINITION**

Under general supervision, Plan, coordinate and monitor delivery of services to clients; to facilitate social skills development and socialization; to conduct planned therapeutic activities; to provide personal assistance for clients in securing housing, food, clothing, and basic services; to provide educational groups as needed; to monitor coordination of client services with other agencies and staff; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized class responsible for coordination and monitoring the provision of a variety of basic counseling, therapeutic activities, and support services for clients. Assignments will differ depending on the department assigned.

### **REPORTS TO**

A wide variety of County management positions depending on the Department or program area of assignment.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## COMMUNITY CARE CASE MANAGER - 2

### **EXAMPLES OF DUTIES**

- Works with professional staff and others to facilitate client socialization and securing of basic needs.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Provides assistance in securing and maintaining income and health benefits.
- Provides money management assistance.
- Performs crisis management services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities clients.
- Interviews clients and makes appropriate referrals to programs, outside agencies, and specialized services.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- May have responsibility for development and implementation of a specific therapeutic activity.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities.
- Performs a variety of support assignments.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some work is performed outside; some exposure to communicable diseases; continuous contact with staff and the public.

## COMMUNITY CARE CASE MANAGER - 3

### KNOWLEDGE OF

- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for mental health or alcohol and drug clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic life services for clients.
- Social aspects and characteristics of mental and emotional disturbances.
- Various activities useful in the treatment and rehabilitation of mental health or alcohol and drug clients.
- Recreational activities.
- Scope and availability of community resources and services, including other mental health and social service agencies.

### ABILITY TO

- Coordinates or performs a variety of mental health or alcohol and drug client facilitation and support services.
- Develop and maintain the confidence and cooperation of mental health or alcohol and drug clients and their families.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Prepare clear, relevant and accurate reports.
- Communicate effectively, both orally and in writing.
- Effectively represent the Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.

## **COMMUNITY CARE CASE MANAGER - 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:

Two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

Completion of substantial advanced educational training in Behavioral or Social Sciences is highly desirable. A four-year college degree is preferred.

### **SPECIAL REQUIREMENTS**

Must possess a valid drivers license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

RESOLUTION NO. 2018-\_\_\_\_\_

**RESOLUTION TO AMEND FISCAL YEAR 2018-2019 POSITION ALLOCATION FOR  
COMMUNITY CARE CASE MANAGER DEPARTMENT #70307**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2018/2019 Position Allocation covering all positions in the County service; and

**WHEREAS**, these positions are necessary in the daily operational needs of the District Attorneys Department Fund #70307; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2018-2019 Position Allocation to add 1 FTE Community Care Case Manager position to Fund #70307; and

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

Approve the amendment to the Fiscal Year 2018/2019 Position Allocation for the following positions:

<b><u>Current District Attorney #70307</u></b>	<b><u>FTE</u></b>
Community Care Case Manager	1.00
<hr/>	
<b><u>Proposed District Attorney #70307</u></b>	<b><u>FTE</u></b>
Community Care Case Manager	2.00

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 on the 6<sup>th</sup> day of November, 2018 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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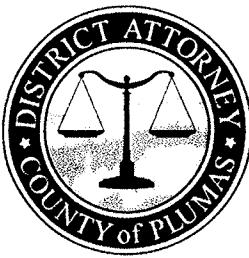
Chair, Board of Supervisors

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Clerk, Board of Supervisors

## Allocations 2018/2019

CLASSIFICATION	17/18 Positions Adopted	18/19 Positions Requested	18/19 Positions Recommended	18/19 Positions Adopted
DA/SLESF	70307			
Alternative Sentencing Coordinator	1.000	1.000	1.000	1.000
Community Care Case Manager	1.000	1.000	1.000	1.000
	2.000	2.000	2.000	2.000



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## OFFICE OF THE DISTRICT ATTORNEY

**David Hollister, District Attorney**

520 Main Street, Room 404 · Quincy, California 95971  
(530) 283-6303 · Fax (530) 283-6340

**Date:** **October 29, 2018**

**To:** **Honorable Board of Supervisors**

**From:** **David Hollister, District Attorney**

**Agenda:** **Item for November 6, 2018**

*[Signature]*

### **Recommendation:**

- A. Approve and authorize The District Attorney to sign an agreement between the County of Plumas and Health Management Associates, Inc. for "MAT in County Criminal Justice" for \$25,000; approved as to form by County Counsel.
- B. Approve Supplemental Budget in the amount of \$25,000 in budget unit 70307 Alternative Sentencing Program from Health Management Associates, Inc.

### **Background and Discussion**

The Plumas County Alternative Sentencing Program has received a grant from Health Management Associates, Inc. for \$25,000.

The purpose of this grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for opioid use disorder.

### **Summary**

Approve and authorize The District Attorney to sign the MOU.

Approve Supplemental Budget in the amount of \$25,000 in budget unit 70307 Alternative Sentencing Program.

# California Medication Assisted Treatment Expansion Project

## Memorandum of Understanding

MOU Number: 2018-013  
Contract Title: MAT in County Criminal Justice Systems

THIS AGREEMENT (the "Agreement"), shall be effective this October 1, 2018 through December 31, 2019 ("Term").

BY AND BETWEEN Plumas County District Attorney's Office

(the "Lead Agency") and Health Management Associates, Inc. (the "Sub-Recipient" and, together with Lead Agency, the "Parties" and each a "Party"), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA") and the State of California, Department of Health Care Services ("DHCS").

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the "STR Opioid Grant") pursuant to the [18-95362 "MAT in County Criminal Justice between DHCS and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute up to \$25,000 from the STR Opioid Grant to each participating California county, for the purpose of expanding access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s) (the "Distribution Purpose"); and

WHEREAS, the Lead Agency is contracting with the Sub-Recipient on behalf of the county's County Team (as defined in the DHCS Agreement), which will collectively spend the distribution from the Sub-Recipient in compliance with the Distribution Purpose.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **LEAD AGENCY OBLIGATIONS:** To be eligible to receive funds from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement, the Lead Agency must comply with the requirements of this Agreement (including any participation requirements contained in *Exhibit A*, which are provided in a separate document and incorporated as part of this Agreement), the STR Opioid Grant, the Sub-Recipient Agreement, and any applicable federal, state, and local laws.
2. **DISTRIBUTION OF FUNDS; REPAYMENT OF FUNDS:** \$12,500 of the total amount will be distributed to the Lead Agency upon execution of this Agreement. Prior to the Sub-Recipient distributing of remaining funds to the Lead Agency, the Lead Agency must demonstrate to the Sub-Recipient's satisfaction that the County Team has complied with the following requirements: (a) participation in in-person Learning Collaborative sessions in September and November 2018 and written intent to participate in up to two additional Learning Collaborative sessions in 2019 (as detailed in Exhibit A); (b) participation in monthly coaching calls (as detailed in Exhibit A); and (c) informing Sub-Recipient of how it will spend the distributed funds, in writing, no later than December 1, 2018. After December 1, 2018 and upon compliance with these requirements, the Sub-Recipient will distribute the remaining \$12,500 to the Lead Agency. If Sub-Recipient reasonably determines that the Lead Agency and/or County Team has not fulfilled the requirements of this Agreement, then Sub-

Recipient shall, in its sole discretion, withhold the distribution of funds to the Lead Agency. In the event the Lead Agency and/or County Team spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Lead Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.

3. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF LEAD AGENCY RECORDS:** The Lead Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Lead Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Lead Agency will complete and such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Lead Agency, on behalf of the County Team, agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Lead Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.
4. **NOTICE:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Lead Agency at 520 Main Street, Room 404, Quincy, CA, 95971. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
5. **LIABILITY.** Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Lead Agency shall promptly notify the Sub-Recipient of any claim against the Lead Agency or County Team that relates to the Lead Agency or County Team's performance under this Agreement.
6. **DEBARMENT AND SUSPENSION.** On behalf of the County Team, the Lead Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that the County Team and its principles and key personnel:
  - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
  - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
    - ii. Violation of a Federal or State antitrust statute;

- iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- iv. False statements or receipt stolen property.

- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
- d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.

7. **ENTIRE AGREEMENT:** This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

8. **AMENDMENT:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

9. **GOVERNING LAW:** This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

10. **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. **EXECUTION IN COUNTERPART:** This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

LEAD AGENCY:

Plumas County District Attorney's Office

By: 

(SIGNATURE)

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

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

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

Approved as to form:

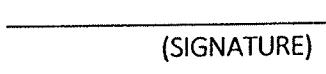


- 16/03/18

Gretchen Stuhr  
Deputy Plumas County Counsel

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: 

(SIGNATURE)

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

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

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

# Expanding MAT in County Criminal Justice Settings: A Learning Collaborative

A Joint Effort of the California Department of Health Care Services Medication Assisted Treatment Expansion Project and Health Management Associates



June 2018

## PARTICIPATION AT A GLANCE

### Who is eligible to participate?

This technical assistance program is available to teams from all California Counties interested in developing or expanding access to Medication Assisted Treatment (MAT) for opioid addiction in their jails and through their drug court systems (if applicable). Teams will begin at different points in access to MAT and need not end at the same point. However, teams must demonstrate interest in expanding access to at least two forms of MAT for opioid use disorder (naltrexone, methadone, disulfiram, Vivitrol, buprenorphine) in order to be eligible.

County Teams must commit to participating for the duration of this Learning Collaborative. It is currently scheduled for August 2018 – March 2019 and may be extended pending additional federal funding. The Learning Collaborative includes three in-person training sessions, monthly coaching calls, webinars, podcasts, and other support.

Each team must identify a lead entity and a “Champion” from that entity to serve as the point person throughout the project.

### Funding to County Teams

Each County Team will receive up to \$25,000 across the project period. Funds may be used to offset team travel expenses to the Learning Collaboratives and/or to off-set compensation for the person designated as the Team Champion.

Mid-way through the project, additional funds will be made available to participating counties to purchase naloxone for treating drug overdoses in jail and in the community.

### How does a team apply to participate?

The application is simple. [Download it here](#). Follow the instructions and refer to the guidance in this program summary. Submit completed application via email by 5 pm PT on Friday, July 13, 2018.

### Where can I find more information?

Join us for an optional Informational Webinar on June 29, 10:00 a.m. to hear a detailed description of the program and ask questions. [Register here](#) for the webinar.

Also, check the Frequently Asked Questions which will be regularly updated and posted [here](#). Submit any other questions to [MATinCountyCJ@healthmanagement.com](mailto:MATinCountyCJ@healthmanagement.com)

## IMPORTANT DATES

### Program Duration

**June 2018 – March 2019\***

\*May be extended, pending additional federal funding

### Informational Webinar (optional)

**June 29, 2018, 10:00 a.m. PT**

### Application Deadline

**July 13, 2018, 5 pm PT**

### Awards Confirmed

**August 3, 2018**

### In-Person Learning Collaborative #1

**August 14, 2018**  
in Sacramento

### In-Person Learning Collaborative #2

**November 2018**  
Date and location TBD

### In-Person Learning Collaborative #3

**February 2019**  
Date and location TBD

## INVITATION TO PARTICIPATE

**Expanding MAT in County Criminal Justice Systems:** A joint effort of the California Department of Health Care Services (DHCS) and Health Management Associates (HMA).

### PROGRAM BACKGROUND

The United States faces an epidemic of opioid addiction and overdose deaths. Drug overdose is now the leading cause of accidental death in America. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), an estimated 1.8 million people in 2013 had an opioid use disorder related to prescription pain relievers, and about 517,000 had an opioid use disorder (OUD) related to heroin use.

In April 2017, SAMHSA awarded the State Targeted Response to the Opioid Crisis (Opioid STR) Grant to DHCS. The purpose of the grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for OUD. California's Opioid STR grant project is the California MAT Expansion Project.

MAT is the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUD). MAT has been clinically effective to alleviate symptoms of withdrawal, reduce cravings, and block the brain's ability to experience the opiate's effect. MAT maintenance has been proven to cut overdose rates in half and decrease rates of HIV and hepatitis C transition. Detox (use of medications for 1-3 months), in contrast, increases mortality rates and does not improve long-term outcomes. Research shows that a combination of MAT and behavioral therapies is a successful method to treat SUD. MAT in correctional settings has been proven to lower mortality on release: the Rhode Island Department of Corrections dropped overdose deaths by 61% within a year of their MAT program (which offers all MAT options – buprenorphine/Suboxone, methadone, and naltrexone/Vivitrol) to inmates.

In addition, detainees receiving methadone continuation during incarceration are three times less likely to receive disciplinary tickets than those in forced methadone withdrawal and are also four times more likely to engage with community treatment after release.

According to SAMHSA, the ultimate goal of MAT is full recovery, including the ability to live a self-directed life. This treatment approach has been shown to:

- Improve patient survival
- Increase retention in treatment
- Decrease illicit opioid use and other criminal activity among people with substance use disorders
- Increase patients' ability to gain and maintain employment
- Improve birth outcomes among pregnant women with substance use disorders

Treating OUD in jails presents unique challenges, and practices in treating OUD vary widely across California's jails. As MAT treatment becomes more prevalent in community settings, more detainees

are appearing at jails under treatment with methadone and buprenorphine. Many others are found to have an OUD while incarcerated and are willing to accept treatment. Decisions about maintaining methadone or suboxone treatment in jail and about initiating MAT treatment during incarceration must be carefully vetted. Assuring county priorities for OUD treatment and jail priorities for public safety and contraband are balanced is essential. Implementation policies must also be crafted to optimize treatment while safeguarding the medications from abuse. Also, treatment started in the jail setting must be accessible upon release, so treatment must be developed in concert with the community's outpatient drug treatment system.

Similarly, drug courts, probation, prosecutors, and defenders must understand where MAT fits within sentencing and release decisions in a county, if and how MAT is provided in the jails, and precisely how, when, and where detainees can access community MAT services upon release from jail or in lieu of jail.

This MAT in County Criminal Justice Systems Learning Collaborative will prepare County Teams to improve and expand access to MAT throughout the state in local jails, drug courts, and/or criminal justice diversion programs. The project will broaden county knowledge and understanding of MAT and its place in the criminal justice system, increase the use of MAT using evidence-based and emerging promising practices, and promote a county culture that supports MAT in jails and drug courts. It will also build data systems that capture and quantify the use of MAT and its outcomes for justice-involved individuals. For the purposes of this Learning Collaborative, MAT includes:

- Methadone liquid or tablets
- Buprenorphine (Suboxone, Subutex, or other brands in oral, film, or injectable formulations)
- Naltrexone oral tablets (for Opioid Use Disorder and/or alcohol addiction)
- Long-term naltrexone injection (Vivitrol)
- Naloxone for the reversal of overdoses

## FUNDING TO COUNTY TEAMS

Each County Team will receive up to \$25,000 across the project period. Funds may be used to offset team travel expenses to the Learning Collaboratives and/or to offset compensation for the person designated as the Team Champion. Funds will be disbursed in two lump sums, at the project start and mid-way, pending sufficient County Team participation in the Learning Collaborative. The funding will be provided to the lead agency for dispersion as the County Team specifies.

Mid-way through the project, additional funds will be made available to participating counties to purchase naloxone for treating drug overdoses, using the state's discounted purchasing program.

## PROGRAM STRUCTURE AND SUPPORT

Participation in the Expanding MAT in County Criminal Justice Systems Learning Collaborative will occur August 2018 - March 2019 (and possibly beyond, depending on federal funding). The project will provide detailed technical assistance to County Teams customized to their specific needs and objectives in developing or expanding MAT services in their counties.

During the project period, participants have access to the following program benefits and activities:

**Three in-person Learning Collaboratives:** Each will be two half-day sessions (afternoon the first day and morning the next). Content will provide training from state and national experts on best practices in expanding MAT in jails and drug courts, peer presentations and discussions to learn from each other and sharing best practices, in-depth discussions on specific topics, and facilitation of discussions within each team. The sessions will also provide guidance on developing county-specific measures to track the outcomes of MAT expansion, including engagement in community treatment, recidivism, overdose deaths in the population receiving MAT through criminal justice settings, and more.

**Monthly coaching calls:** The HMA team will confer with each team every month to track progress and provide technical assistance, coaching, and facilitation as the teams develop and implement plans to expand MAT.

**Topic-specific webinars and podcasts:** These will be tailored to the needs identified throughout the project.

**A project website that will include Resource Library and Group Mailing Lists/Discussion Groups:** Participants will have unrestricted access to the project website that contains sample policies and procedures, MAT literature, MAT research, the hosted webinars and podcasts, and other information. County Team members will be able to communicate with one another to discuss the selection of Webinar, Podcast, and technical assistance and training topics and converse on topics of interest.

**Access to the Project Advisory Group:** The project will engage an Advisory Group, who will participate in the Learning Collaboratives and be available through the project. Along with DHCS and CMA, additional members will be drawn from key state associations and other organizations involved in criminal justice and/or addressing the opioid epidemic, including but not limited to:

- California Board of State and Community Corrections
- California Consortium for Urban Indian Health
- California Health Care Foundation
- California Opioid Maintenance Providers
- Chief Probation Officers of California
- California Rural Indian Health Board
- California State Association of Counties
- California State Sheriffs' Association

**Best practices in treating OUD in special populations within the criminal justice system:** This will include youth, pregnant women, Native Americans, and those with co-occurring mental health disorders.

**Technical assistance and training on developing and implementing data collection measures:** This will assist with capturing participation and recidivist rates, along with other data, by county for persons with OUD in jail or through drug courts.

## PARTICIPATION REQUIREMENTS

Applicant Counties are not required to operate drug courts. However, *applicant counties that operate one or more drug courts must address MAT in jail and the drug court.*

Each County Team must identify:

- **A Lead Organization** which will submit the application, accept and disburse the funds, and provide a single person as the Project Champion.
- **A Project Champion from the Lead Agency** who will serve as the primary contact for the project to other members of the Team, and for the Team to the Learning Collaborative. The Champion will coordinate scheduling monthly Coaching Calls, keep project records, and encourage active engagement of the full Team in all project activities.

**Each County Team must consist of no fewer than five and no more than eight members.** This includes:

### **Mandatory Members (any of which may serve as Project Champion)**

1. A person from the county jail(s) responsible for health services. May be a health services administrator, nurse leader, or physician leader. Person must have deep knowledge of and, preferably, responsibility for, substance use disorders, medical, nursing, and/or mental health operations inside the jail.
2. A person from the jail custody system, preferably an administrative-level person with decision-making authority over custody operations.
3. A person from the county administrator's office, preferably an administrative-level person with knowledge of criminal justice programs.
4. If the County operates one or more drug courts, a person representing drug court, preferably an administrative-level person.

### **Optional Members Representing**

- The County drug treatment program (Drug Medi-Cal ODS or other). *This position is not mandatory but is encouraged. It is a County program employee, not a treatment provider.*
- Probation Department
- District Attorney
- Public Defender
- Representative of the Local Opioid Coalition, if there is one

Application must identify each member by name and title and include a brief letter from the person's employer indicating support for the individual's participation in the year-long learning Collaborative.



## PROJECT STAFF

**DONNA STRUGAR-FRITSCH, BSN, MPA, CCHP** has consulted for 15 years with prisons, jails, juvenile facilities, policy makers and correctional health vendors in correctional health care operations, best practices, and emerging trends. She has worked extensively with nursing, providers, and pharmacists on all aspects of medication practices in prisons and jails

Donna is currently working to bring many health care innovations and best practices that have developed in community settings into correctional settings. This is helping prisons and jails to better manage serious mental illness, substance use disorders, and chronic disease with new models of care and integration of behavioral health and medical care. She has lectured and written widely on this topic.

Donna is a nationally known expert in corrections and MAT. She is currently leading technical assistance efforts with the LA county jail system and took a delegation on site visits to Rikers Island and the Rhode Island Department of Corrections to view their exemplary SUD/MAT treatment programs. She is facilitating an informal network of providers and administrators from California counties interested in jail MAT implementation. She has also advised non-profit SUD providers and in transitioning from abstinence-only models of care to including MAT in treatment.

**CAROL CLANCY, PSYD, MSW** brings over 20 years of leadership experience in correctional mental health, recovery services, and in other public and nonprofit mental health settings. Carol's experience includes program design, development, implementation and oversight of service systems, budgets and policies. She has worked across and between service teams to develop and implement behavioral health and substance use disorder programs, from in-custody through re-entry, to assure a seamless continuum of care for mentally ill, justice-involved individuals and other vulnerable and at-risk populations.

Carol came to HMA from Maguire Correctional Facility/Maple Street Correctional Center in Redwood City, California. There, she oversaw all mental health and recovery programs in the county's two jails, including a residential SUD treatment program. She is also a surveyor with the Institute of Medical Quality, which is an accreditation body for health services in jails throughout California.

Carol is particularly adept at engaging positively at all levels of the justice system, including courts and attorneys, law enforcement, corrections, and probation, as well as behavioral health and substance use disorder systems and professionals. She collaborated with multiple county departments to facilitate the successful reintegration of justice-involved individuals into the community. She has worked closely with the courts on the development of a diversion program for seriously mentally ill misdemeanants.

Carol is currently working with the LA County Jails SUD project described above, and with several non-profit SUD treatment providers to manage the transition from abstinence-only treatment models to incorporating MAT and to comply with Drug Medi-Cal requirements.

**ANGEL ARELLANO, LMFT** spent the past five years at San Mateo County as a consultant on clinical cases for San Mateo County Sheriff's Office, Probation Department, and Parole Department, in which she determined level of care needs for those with mental health and substance use disorders, recommended behavioral interventions to manage crises and to assist with those who have decompensated in the community and in the County jails, and made recommendations on linkages to services. She developed and managed the Correctional Health Services Re-Entry Services program in San Mateo County jails and was the liaison for the Sheriff's Office Correctional staff, Adult Probation Department, Parole Department, the County Manager's Office, and Behavioral Health and Recovery Services.

The Daly City Police Department recruited Angel to develop and implement a Juvenile Diversion Program to provide treatment for adolescents and their families. Her years of program development, implementation, management, and consulting experience make her uniquely adept in partnering with law enforcement and County officials.



## A JOINT EFFORT OF

### **California Department of Health Care Services Medication Assisted Treatment Expansion Project**

DHCS has received over \$90 million under the federal 21st Century Cures Act to address the opioid crisis in California through the Medication Assisted Treatment Expansion Project.

The MAT Expansion Project aims to serve over 20,000 individuals with Opioid Use Disorders (OUD), prevent drug overdoses, and treat OUD as a chronic disease. The project focuses on populations with limited MAT access, including rural areas, American Indian and Alaskan Native tribal communities, and statewide access to buprenorphine.

The MAT Expansion Project consists of three main components:

1. The California Hub & Spoke System (CA H&SS);
2. The Tribal MAT Project; and
3. Prevention & Treatment Activities.

This Learning Collaborative, Expanding MAT in County Criminal Justice Systems, is funded under the MAT Expansion Project. For more information, go to <http://www.dhcs.ca.gov/individuals/Pages/State-Targeted-Response-to-Opioid-Crisis-Grant.aspx>

**Health Management Associates (HMA)** is a leading independent national research and consulting firm in the healthcare industry. Founded in 1985, today we are nearly 200 consultants strong and still growing. We help clients stay ahead of the curve in publicly funded healthcare by providing technical assistance, resources, decision support and expertise.

HMA operates offices in Sacramento, Los Angeles, the Bay Area, and across the country.  
[www.healthmanagement.com](http://www.healthmanagement.com)



# Office of the Sheriff

## Office of Emergency Services

3A1

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** October 17, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *(Signature)*

**RE:** Agenda Item for the meeting of November 6, 2018

### **RECOMMENDATION:**

Approve supplemental expenditure budget for Fund 0096J – Dept 20141 in the amount of \$500,000.00.

### **BACKGROUND & DISCUSSION:**

The Sheriff's Office was awarded a Jail Construction Grant under SB844 in the amount of \$25 million. The county has set up fund 0096J to track the matching funds required to be expended on the project.

A supplemental budget is needed at this time to begin paying expenditures incurred regarding the construction of the new Plumas County Public Safety & Rehabilitation Center.

The funds are available in the 0096J fund balance and will be expended in dept 20141.

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

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

Department: JAIL CONSTRUCTION MATCH      Dept. No: 20141      Date 10/17/2018

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

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

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

Supplemental budget requests require Auditor/Controller's signature

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

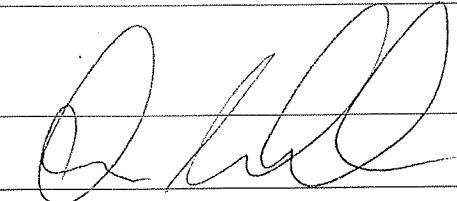
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Supplemental budget for matching funds expended on Jail construction project

B) Funds designated for Jail construction project

C) Expenses to be incurred this fiscal year

D) N/A

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

#### **INSTRUCTIONS:**

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

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

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

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

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

SELECTION CRITERIA: genledgr.fund='0096J'

ACCOUNTING PERIOD: 4/19

## FUND - 0096J - CAPITAL IMP JAIL

ACCOUNT	TITLE	DEBITS	CREDITS
10100	CASH - BALANCE	1,629,298.25	
TOTAL CASH		1,629,298.25	.00
11010	CASH WITH FISCAL AGENT	.00	
11017	RESERVE W/FISCAL AGENT	.00	
11100	ACCOUNTS RECEIVABLE	.00	
TOTAL ACCOUNTS RECEIVABLE		.00	.00
TOTAL ASSETS		1,629,298.25	.00
20200	ACCOUNTS PAYABLE	.00	
20210	CLAIMS PAYABLE	.00	
220001	WARRANTS PAYABLE	.00	
TOTAL ACCOUNTS PAYABLE		.00	.00
TOTAL LIABILITIES		.00	.00
3000	RESTRICTED (UNDSGN-B)	1,629,298.25	
3005	OLD PRIOR YEAR ADJ	.00	
3020	RESTRICTED/SP PURPOSE	.00	
TOTAL FUND BALANCE		.00	1,629,298.25
3990	BUDGET FUND BALANCE	.00	
3991	EXPEND BUDGET CONTROL	.00	
3992	REVENUE BUDGET CONTROL	.00	
3995	EXPENDITURE CONTROL	.00	
3996	REVENUE CONTROL	.00	
TOTAL CONTROLS		.00	.00
TOTAL EQUITIES		.00	1,629,298.25
TOTAL CAPITAL IMP JAIL		1,629,298.25	1,629,298.25
TOTAL REPORT		1,629,298.25	1,629,298.25



# Office of the Sheriff

## Office of Emergency Services

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

3A2

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** October 17, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood/Roni Towery, Sheriff's Fiscal Officer

**RE:** Agenda Item for the meeting of November 6, 2018

### **RECOMMENDATION:**

Approve budget adjustments to FY 18/19 Sheriff's Grant Fund 0017G.

### **BACKGROUND & DISCUSSION:**

During the FY 18/19 budget adoption, the Auditor discovered issues within Fund 0017G that could not be resolved prior to the budget adoption because the Sheriff and Sheriff's Fiscal Officer were out of town attending training. A telephone discussion resulted in a temporary "fix" to allow the county budget to be adopted on schedule with the agreement that the Sheriff's Office would bring the corrections back to the Board for their approval.

It was also discovered that in department 70338 and 70375 that the approved budget worksheets that were sent to the department to review prior to budget adoption are not what was actually posted in the budget system. In department 70362 the final revised budget was not included in the final budget request and was mistakenly omitted. These differences have been brought to the attention of the Auditor who has verified that the numbers were indeed in the sheets that were sent to the department. The Auditor is working with the Budget Consultant to determine the cause of the changes to these department budgets.

The Sheriff's Fiscal Officer has reviewed Fund 0017G and made the necessary changes to the department budgets. Unfortunately, this was not a simple task. The following is a description of the budget corrections needed and the reason.

Dept 70329 – Accounts Receivable not received in time to be accrued back to FY 17/18 and now added to FY 18/19 revenue.

Dept 70331 – Additional revenue added and a change in a transfer out because of adjustments to overhead costs.

Dept 70338 – Revenue requested was not posted in final budget and expenditure change because of adjustments to overhead costs.

Dept 70340 - Expenditure change because of adjustments to overhead costs.  
Dept 70343 - Expenditure change because of adjustments to overhead costs.

Dept 70345 - Accounts Receivable not received in time to be accrued back to FY 17/18 and now added to FY 18/19 revenue.

Dept. 70348 – Revenue change because of adjustments to overhead costs.

Dept 70350 - Accounts Receivable not received in time to be accrued back to FY 17/18 and now added to FY 18/19 revenue. Expenditure change because of adjustments to overhead costs.

Dept 70357 - Expenditure change because of adjustments to overhead costs.

Dept 70359 - Expenditure change because of adjustments to overhead costs.

Dept 70362 – Group Insurance adjusted to reflect actual cost (Auditor approved change). Expenditure changes because it appears revised budget dated 09/02/18 did not get updated for budget adoption. Expenditure change because of adjustments to overhead costs.

Dept 70375 – Fixed asset account was included in all draft budgets but did not get posted in the final budget.

Dept. 70384 - Accounts Receivable not received in time to be accrued back to FY 17/18 and now added to FY 18/19 revenue. Accrual correction for in lieu of funds posted to wrong dept was not included in original budget request; therefore, the amount is being budgeted to a contingency account at this time.

Dept 70340 - Expenditure change because of adjustments to overhead costs.

Dept 70387 – fixed asset increase to original budget amount requested (this is the account that was reduced to temporarily balance the fund)

These changes have been reviewed and approved by the Auditor. It is agreed that these corrections/adjustments will balance the Sheriff's Grant Fund 0017G.

Request approved by:

  
Roberta Allen, Auditor

10/7/18



# Office of the Sheriff

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

3AB

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** Oct. 23, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Items for the meeting of November 6, 2018

**It is recommended that the Board:**

Review and authorize the Sheriff to sign and execute a contract with Wicomm, Inc. for construction of a communication tower on Radio Hill

**Background and Discussion:**

This is the final part of the County's plan to build a tower and communications vault on Radio Hill. The Sheriff's Office contacted seven qualified and recommended tower construction companies in Northern California and Northern Nevada and queried each on their desire to receive an RFP for construction of the County's tower on Radio Hill. Five firms expressed interest in the project and each was sent an RFP outlining the construction needs and requirements.

Two bids were received by the return deadline, with Wicomm, Inc. dba Wicomm Construction provided the lowest bid at \$46,000 and offered the shortest construction timetable. The second bid received, from Tri-square Construction Company, was for \$64,000.

Shortly after the bid opening Wicomm, Inc was notified that they were the selected contractor for the project and they subsequently agreed to use a county generated contract for their services. That contract has been approved as to form by County Counsel.

The Sheriff's Office used the Informal Bidding process for public works projects previously approved by your Board. This requires that the process used must be approved by either the Director of Public Works, the Director of Facility Services or the County CAO. The Director of Facility Services Kevin Correira reviewed the RFP, bid documents and contract and found that the process used was consistent with the County's policy for informal bidding. The contract for services contains the Facility's Services Director's signature confirming his approval of the process used by the Sheriff's Office.

Due to the length of the contract a copy is on file with the Clerk of the Board.



# 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

3B1

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**Date:** October 1, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Subject:** Item for November 6, 2018

**Description/Recommendation:** Approve a request to recruit and hire a 1.00 FTE Division Director for the Veteran's Service Office due to a retirement in April 2019 and request an overlap in the position for training purposes.

**Background Information:** As the Board is aware, Plumas County provides a County Veterans Service Organization (CVSO) that works in partnership with the Veterans Administrations (VA) to assist veterans, their dependents and their survivors in obtaining VA benefits to which they are entitled. Each CVSO must be staffed by an accredited Veterans Service Officer (VSO) with a recognized accreditation by the VA to represent the interests of claimants in the processing of VA benefits claims. In Plumas County, the Division Director Veterans Service Officer serves as the County's VSO. This position promotes the welfare and rights of veterans through services such as claims assistance, case management, homeless assistance, indigent burials, information and referral, jail and hospital outreach, job referrals, transportation assistance, and veterans' advocacy.

Filling this vacancy as soon as possible will allow us to reduce any interruption in services to our current veterans and their families, and allow for the candidate to achieve accredited status.

Funding for this position is provided by a county general fund contribution and state grant funding.

Should a successful applicant be chosen we request that an overlap be approved so the current VSO can assist in training the new employee, and so the new employee can become accredited by the time the exiting VSO retires. Only accredited VSOs can file claims on behalf of veterans.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HR-VSO Overlap 2018.doc



# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

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

Mark Satterfield, M.D, Health Officer

• (530) 283-6337 • Fax (530) 283-6425

362

**Date:** October 10, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**CC:** Nancy Selvage & Neal Caiazzo

**Agenda:** Item for November 6, 2018

**Recommendation:** Authorize the Public Health Director to hire above "B" step for the position of Registered Nurse I/II or Public Health Nurse I/II.

**Background:** As the Board may be aware, a department head may hire a new employee above a "B" step upon approval of the County Administrator Officer (CAO). Per Resolution No. 98-6208 a department head may seek Board approval. Without a CAO at this time, I am seeking the Board's permission to make an offer of employment to the Registered Nurse II candidate higher than a "B" step.

The Registered Nurse position is funded by Social Services through the Child Welfare Program which requires a nurse to assure that children services through CWS receive preventive health care.

After comprehensive recruitment for a Registered Nurse position, Plumas County Public Health Agency offered employment to the only candidate. The candidate did not accept the offer due to pay. I have considered the candidate's experience and background and believe both to be outstandingly skilled and competent. Permission to hire at a step above the B step may help us be successful should we succeed in recruiting another outstanding candidate. The Public Health Agency and the community will certainly benefit from future applicants with similar credentials.

No county general funds are required since this position is fully funded through programs within the Public Health Agency.

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

C:\Documents and Settings\rosieolney\My Documents\BOS\HR-Above Step for RN 11-2018.doc



# Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

3c

**Date:** October 26, 2018

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe, Environmental Health

**RE:** Board of Supervisors Agenda Item for November 6, 2018

**Recommendation:** Approve and waive the first reading of an ordinance amending certain sections of Title 6 Chapter 13 of Plumas County Code pertaining to underground storage tank permits, and approve a CEQA Notice of Exemption stating this project will not have a significant impact on the environment. Discussion and possible action.

**Background and Discussion:** As the Board is aware, Environmental Health is charged with administering the state mandated Unified Hazardous Materials Management Program (CUPA program) throughout Plumas County. Local administration requirements including permitting for underground tanks that store hazardous materials, are found in Title 6 Chapter 13 of Plumas County Code. In this code, the term of the local permit to operate an underground tank is one (1) year, while California Health and Safety Code Section 25285 specifies the permit term must be five (5) years. A change is needed to ensure County Code is consistent with state law.

Changing the term of the permit to operate an underground tank does not decrease the leak detection, monitoring, reporting or inspection requirements for these facilities. Environmental Health still must inspect underground tank facilities annually, and the owner must perform specified maintenance, keep various records and file certain reports every year. Thus the proposed ordinance change will not have a significant environmental effect. As required by the California Environmental Quality Act (CEQA), a Notice of Exemption is attached for the Board's consideration. Also attached are the track changes version of Chapter 13 of Title 6, and the proposed ordinance with the recommended changes. All documents have been reviewed and approved as to form by Plumas County Counsel.

Because the annual cost of underground tank oversight remains unchanged, Environmental Health recommends keeping the current annual underground tank oversight fee. However, the fee is currently called "CUPA Underground Storage Tank Permit" and changing the permit term would suggest this fee is only due every 5 years. To help clarify this, I recommend changing just the title of the fee to "CUPA Underground Storage Tank Annual Operation". This would require a change to the Master Fee Resolution in a separate action that will be brought back to the Board after the ordinance is adopted. This additional action would make the Board's intent clear for Environmental Health to continue charging the current annual fee. Regulated businesses would not see any changes in the annual billing amount or process.

In summary, today it is recommended that the Board of Supervisors: 1) approve the CEQA Notice of Exemption finding that the amended ordinance does not have a significant effect on the environment; and 2) approve and waive the first reading of the ordinance amending Section 6-6.12(b) of Plumas County Code.

If you have any questions, please contact me at 283-6367. Thank you.

ORDINANCE NO. 18 - \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING CERTAIN SECTIONS OF CHAPTER 13 OF TITLE 6 OF THE COUNTY CODE, UNDERGROUND HAZARDOUS MATERIALS STORAGE TANKS.**

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Sections 6-13.03, 6-13.04, 6-13.07, and 6-13.10 of Chapter 13 of Title 6 of the Plumas County Code are hereby amended in their entirety to read as follows:

**Sec. 6-13.03. – Permit required.**

(b) No person shall operate an underground storage tank facility used for the storage of any hazardous substance without having a valid Permit to Operate issued by County Environmental Health to the owner, after submittal of an application and the appropriate fee. A Permit to Operate is valid for a period of five years or as otherwise specified in state law.

**Sec. 6-13.04. - Fees and delinquent fees.**

The fee schedule for underground storage tanks in the County is in accordance with the County's Master Fee Resolution.

**Sec. 6-13.07. - Transfer of ownership.**

Permits to Operate underground storage tanks are nontransferable. Upon transfer of ownership, the owner must submit an application pursuant to Section 6-13.03.

**Sec. 6-13.10. - Grounds for permit revocation.**

Any permit issued pursuant to this chapter may be revoked during its term upon one or more of the following grounds:

- (a) That an "unauthorized release" has occurred as set forth in the California Health and Safety Code;
- (b) That modifications have been made to the underground storage tank or facility in violation of the permit;
- (c) That the holder of the permit has violated one or more conditions upon which the permit has been issued; or
- (d) That the owner or operator has failed to establish and maintain financial responsibility for underground storage tank operations as prescribed by the California Health and Safety Code.

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. The Board of Supervisors finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project that has the potential for

causing a significant effect on the environment. The Board therefore directs staff to file a Notice of Exemption with the Plumas County Clerk, as authorized by law, and hereby authorizes the Chair of this Board to execute the Notice of Exemption on behalf of the County of Plumas.

Section 4. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 5. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 6<sup>th</sup> day of November, 2018, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 13<sup>th</sup> day of November, 2016, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

Chair, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors

Approved as to form:

 10/23/18  
Stephen Stahr  
Plumas County Counsel

## NOTICE OF EXEMPTION

TO: [ ] Office of Planning & Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

FROM: Plumas County Planning and Building Services  
555 Main Street  
Quincy, CA 95971  
(530) 283-7011

**Project Title:** Change to Plumas County Code Title 6 Chapter 13 Underground Hazardous Materials Storage Tanks

**Project Location:** Plumas County

**Description of Project:** Changes the term of underground tank operating permits from one (1) to five (5) years to be consistent with state law.

Name of Public Agency Approving Project: Plumas County Board of Supervisors

**Name of Person or Agency Carrying Out Project:** Plumas County Department of Environmental Health

**Exempt Status (Check one)**

- No possible significant environmental effect (Sec. 21082.2; 15061(b)(3));
- Ministerial (Sec. 21080(b)(1); 15268);
- Categorical Exemption. Section Number: 15302
- Statutory Exemptions. State Code Number: CEQA 15264
- Emergency Project (Section 15269)

**Reason why project is exempt:** This project will not have any significant effects on the environment because it only extends the term of an operating permit issued by the county. The current leak detection, monitoring, reporting, and enforcement requirements for underground tanks storing hazardous materials remain unchanged.

Date Filed Kathleen Williams, County Clerk/Deputy

### **Certificate of Posting**

I hereby certify that from \_\_\_\_\_ to \_\_\_\_\_ (30 days), I posted a copy of this Notice of Exemption in the Office of the Plumas County Clerk.

By \_\_\_\_\_ Date: \_\_\_\_\_  
KATHLEEN WILLIAMS, County Clerk/Deputy

## CHAPTER 13. - UNDERGROUND HAZARDOUS MATERIALS STORAGE TANKS

### Sec. 6-13.01. - Adoption of State law and regulations by reference.

The County of Plumas hereby adopts by reference the definitions and requirements of the California Health and Safety Code (commencing at Section 25280 pertaining to underground storage of hazardous substances) and the California Code of Regulations (Water Resources Control Board, Title 23, Div. 3, Ch. 16 pertaining to underground tank regulations), as existing and hereafter amended.

(Ord. 89-704, eff. March 16, 1989, as amended by § 22, Ord. 02-968, eff. April 16, 2002)

### Sec. 6-13.02. - Designation of local agency.

Plumas County Environmental Health is hereby designated as the local agency responsible for administering and enforcing the provisions of this chapter, provided that the Plumas County Building Official is co-designated with respect to the construction and installation of underground storage tanks.

(Ord. 89-704, eff. March 16, 1989, as amended by § 22, Ord. 02-968, eff. April 16, 2002)

### Sec. 6-13.03. - Permit required.

- (a) No underground storage tank or facility for the storage of any hazardous substance shall be installed until a Permit to Install is first obtained from the County Building Official, after submittal of an application and the appropriate fee.
- (b) No person shall operate an underground storage tank facility used for the storage of any hazardous substance without having a valid Permit to Operate, ~~or Consolidated Operating Permit~~, issued by County Environmental Health to the owner, after submittal of an application and the appropriate fee. A Permit to Operate is valid for a period of one year~~five years or as otherwise specified in state law~~.
- (c) A Permit to Install shall remain in effect until a Permit to Operate is granted or denied, or the application is cancelled.
- (d) No person shall temporarily or permanently close an underground storage tank facility used for the storage of any hazardous substance until a Closure Permit is first obtained from County Environmental Health, after submittal of an application and the appropriate fee at least thirty (30) days prior to closure.
- (e) A permit shall not be approved until the applicant demonstrates full compliance with State and local law.
- (f) Exemptions applicable under State law and regulations shall also be applicable as a basis for exemption from the provisions of this chapter.

(Ord. 89-704, eff. March 16, 1989, as amended by § 22, Ord. 02-968, eff. April 16, 2002)

### Sec. 6-13.04. - Fees and delinquent fees.

The fee schedule for ~~permitting~~ underground storage tanks in the County is in accordance with the County's Master Fee Resolution.

(§ 22, Ord. 02-968, eff. April 16, 2002)

### Sec. 6-13.05. - Amended permits.

Any person wishing to modify the terms of an existing Permit to Operate shall submit an application for amendment with the appropriate fee thirty (30) days prior to any modification of the existing permit conditions. Tank owners shall continue to comply with the conditions of an existing permit while applying for a modification.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.06. - Variances.

County Environmental Health shall honor any variances granted by the State Water Resources Control Board or the Regional Water Quality Control Board, providing that such variances have been issued in accordance with applicable State regulations.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.07. - Transfer of ownership.

Consolidated operating permits to operate underground storage tanks are nontransferable. Upon transfer of ownership, the owner must submit an application pursuant to Section 6-13.03.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.08. - Inspections and right of entry.

The County Environmental Health Director and designated employees shall have the authority to inspect every underground storage facility to ensure compliance with this chapter, and to take samples of water and/or soil, and to secure any records required to be maintained. When there is an immediate danger to public health and safety, the Director and designated employees shall have a right of entry onto the premises. If the person controlling the premises is absent, trespass by the inspectors is hereby authorized. Otherwise, the consent of the person controlling the premises shall be obtained, or an administrative inspection warrant shall be served.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.09. - Responsibility for unauthorized releases.

Owners of underground storage tanks holding hazardous substances, as defined in the California Health and Safety Code, are responsible for clean-up of any unauthorized releases from their tanks, piping or any other associated equipment and all related costs. In the event that the public health or safety is endangered or threatened by an unauthorized release, Plumas County Environmental Health may abate or otherwise correct the problem in accordance with State and local law, and may recover any and all costs of abatement and correction from the permittee.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.10. - Grounds for permit revocation.

Any permit issued pursuant to this chapter may be revoked during its term upon one or more of the following grounds:

(a) That an "unauthorized release" has occurred as set forth in the California Health and Safety Code; or,

- (b) That modifications have been made to the underground storage tank or facility in violation of the permit;
- (c) That the holder of the permit has violated one or more conditions upon which the permit has been issued--; or
- (d) That the owner or operator has failed to establish and maintain financial responsibility for underground storage tank operations as prescribed by the California Health and Safety Code.

← Formatted: Normal

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.11. - Method of permit revocation.

County Environmental Health may revoke a permit by issuing a written Notice of Revocation to the permittee as soon as reasonably possible. The Notice shall contain a statement of reasons and a copy of the relevant State and local laws. The revocation shall become effective fifteen (15) days after the date of service, unless the permittee files an appeal in accordance with the provisions of this chapter, in which case the revocation shall be stayed pending a final decision by the County Board of Supervisors; provided, however, that if the reason for revocation is an actual or threatened unauthorized release which in the judgment of the Environmental Health Director poses a substantial threat to health or safety, the revocation shall be effective immediately.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.12. - Appeals.

A discretionary decision or action by the Environmental Health Director shall be subject to appeal within fourteen (14) days of its date. The interested party shall file the appeal with the Clerk of the Plumas County Board of Supervisors, with a copy served on the Environmental Health Director. The appeal shall state specifically the reasons and grounds for relief. An untimely appeal shall be deemed to have waived the right of appeal. The appeal shall proceed pursuant to Chapter 4 of Title 1 of this Code.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.13. - Violations.

Except for violations set forth in the California Health and Safety Code, a violation of any of the provisions of this chapter is an infraction, and each day that the violation occurs is a separate violation.

(§ 22, Ord. 02-968, eff. April 16, 2002)

Sec. 6-13.14. - Enforcement.

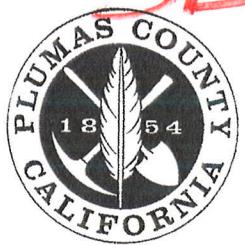
The provisions of this chapter shall be enforced by any peace officer, as defined in the California Penal Code, or by the Environmental Health Director and employees designated by the Director. Such designated employees are authorized to issue citations for violations of this chapter.

(§ 22, Ord. 02-968, eff. April 16, 2002)

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Director Tony Hobson, Ph.D.



DATE: November 6, 2018

TO: Honorable Board of Supervisors

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

SUBJECT: Transfer between Departments

## RECOMMENDATION

It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair and the County Auditor to sign a budget transfer fiscal year 2018/19, allowing departments; Alcohol and Drug and Mental Health Services Act, to re-pay Behavioral Health for membership fees and annual dues.

## Background and Discussion

In July, we received an invoice from the County Behavioral Health Directors Association of California in the amount of \$ 11,346.00 for annual membership fees and dues. Last year, when this office received the bill the amounts were broken down identifying Alcohol and Drug and Mental Health Services Act portion of the membership costs. Not aware of what was going to be budgeted into this line item, and not aware that this was a shared cost between departments, we paid the bill in full, from Behavioral Health's main budget. We emailed Kelsey Nolan, The Director of Finance and Operations, who informed us that The County Directors voted to no longer have the split on the invoices allowing each county the flexibility to pay from the funding sources they saw fit.

We are respectfully requesting to move budgeted membership fee money from the budgets of Alcohol and Drug, and Mental Health Services Act to reimburse Behavioral Health Department's main budget.

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

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

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

Department: Behavioral Health      Dept. No: 70570      Date: 10/25/2018

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

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

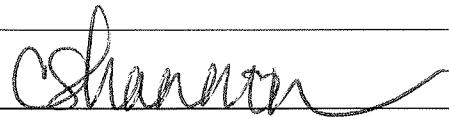
A) CBHDA, in the past, has provided a break down of membership cost to AOD, MH, and MHSA departments, this was not done I assumed the expense was for MH.

B) Alcohol and Drug as well as MHSA membership money was budgeted.

C)

D)

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

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

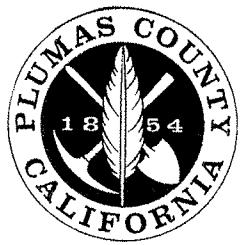
Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

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

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

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

**Tony Hobson Ph.D. Director**



## MEMO

To: Roberta Allen, Auditor/Controller  
From: Che Shannon/ Behavioral Health  
Date: October 3, 2018  
Re: Budget Transfers

---

Good morning. I am respectfully asking for your guidance with this budget transfer.

In July a CBHDA membership invoice was paid in the amount of \$11,346.00 in the past this invoice came to us already with break downs of what department to charge; AOD, MHSA and MH. I was not aware of a vote that was made to allow counties to pay the invoices from their funding sources as they saw fit. I erroneously paid it all out of 70570, leaving that line item short and in the negative also not enough to pay other membership dues. I need to share the cost with MHSA and AOD.

So, my question is do I need to take this budget transfer to the board or is this a matter that you can approve? Thank you for your time!

Che Shannon

A handwritten signature in black ink that reads "Che Shannon".

RECEIVED  
OCT - 3 2018  
Plumas County Behavioral Health

Help

Date: 10/03/2018 Through Period: 4

FUND	0014	MENTAL HEALTH	Year	2019
DEPT/FUND	70570	MNTL HLTH	Period	2
Account	521600	MEMBERSHIPS/ANNUAL DUES	Transaction Code	21 - Accounts Payable Check
PROJECT			Transaction Date	08/02/2018
PROJECT ACCT			Date Entered	08/02/2018
Cash Account	10100	CASH - BALANCE	Due Date	08/02/2018
Vendor	20568	CA MENTAL HEALTH DIRECTOR	Invoice Date	
Receivable Account			Discount Amount	0.00
Disbursement Fund	0008	WARRANT CLEARING ONLY	Check Number	10193099
PO	0		Check Date	08/02/2018
JE Number			Partial/Final	
Invoice/Receipt	11323		1099	N - No-1099
Amount	11346.00		Cleared	Y - Cleared Checks Only
Sales/Use Tax	0.00	0.00	Void	
Description	BEHAVIORAL HEALTH		Control Number	ZT2
Entered By	melhay		Bank Code	
Warrant Number				

Back(Ctrl+P)

SPI - FINANCEPLUS  
DATE: 10/03/18  
TIME: 08:37:29

PLUMAS COUNTY  
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key.orgn='70570' and expledgr.account='521600'  
ACCOUNTING PERIOD: 4/19

SORTED BY: FUND,DEPT/FUND,1ST SUBTOTAL,ACCOUNT  
TOTALED ON: FUND,DEPT/FUND,1ST SUBTOTAL  
PAGE BREAKS ON: FUND,DEPT/FUND

FUND - 0014 MENTAL HEALTH  
DEPT-FUND-70570 MNTL HLTH  
1ST SUBTOTAL-52 SERVICES & SUPPLIES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
521600	MEMBERSHIPS/ANNUAL DUES	9,000.00	.00	.00	11,346.00	-2,346.00	126.07
	TOTAL SERVICES & SUPPLIES	9,000.00	.00	.00	11,346.00	-2,346.00	126.07
	TOTAL MNTL HLTH	9,000.00	.00	.00	11,346.00	-2,346.00	126.07
	TOTAL MENTAL HEALTH	9,000.00	.00	.00	11,346.00	-2,346.00	126.07
	TOTAL REPORT	9,000.00	.00	.00	11,346.00	-2,346.00	126.07

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

2018-19

<b>VENDOR/</b>	California Mental Health
<b>CLAIMANT</b>	Directors Association
<b>ADDRESS</b>	2125 19th Street, 2nd Floor
<b>Sacramento, CA 95818</b>	

TAX ID/SSN #  
VENDOR # 0  
CASH ACCOUNT # 10100  
FUND # 0014A

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

---

**FIRM NAME**

7/25/2018

DATE

BY

**TITLE**

**SIGNATURE OF CLAIMANT/VENDOR**

---

**DEPARTMENT/DISTRICT APPROVAL:**

I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with the exception noted.

Claim is thereby approved for the sum of

**11,346.00**

Signed

**Title**

## ADMINISTRATOR/PROGRAM CHIEF

### For Districts

### District

If applicable:

If applicable:

**County Behavioral Health**  
Directors Association of California  
2125 19th Street, 2nd Floor  
Sacramento, CA 95818

# Invoice

Phone Number 916-556-3477 x 1118

Customer No.: PLUMAS CTY  
Invoice No.: 11323

Bill To: **Plumas County BH Deparment**  
Tony Hobson, Director  
270 County Hospital Rd #109  
Quincy, CA 95971

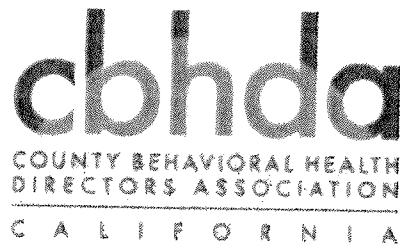
Date	Ship Via	F.O.B.	Tax Payer I D Number
07/19/18			68-0232359
Purchase Order Number	Order Date	Sales Person	Our Order Number
	07/19/18	Kelsey Nolan, Director of Finance	
Quantity	Description	Unit Price	Amount
1	Membership Dues FY 18/19	11346.00	11346.00
	Invoice subtotal		11346.00
	Invoice total		11346.00

R E C E I V E D

JUL 23 2018

PLUMAS COUNTY  
MENTAL HEALTH

Please Make Check Payable to: County Behavioral Health Directors Association of California



July 16, 2018

**TO:** Members, County Behavioral Health Directors Association of California  
**FROM:** Tom Renfree, Interim Executive Director  
**SUBJECT: CBHDA 2018-19 Dues Invoice**

Enclosed you will find a Fiscal Year 2018-19 invoice that combines your counties' CBHDA, Mental Health Services Act (MHSA) Supplemental Assessment, and Alcohol & Other Drug (AOD) dues assessment.

This year's dues invoice reflects no increase to the Association's operations over last fiscal year. However, as directed by the CBHDA Board, each member's dues invoice now includes the addition of \$3,689 to cover the meeting location and meal costs of the monthly Governing Board and All Members meetings and the quarterly SAPT Committee meetings. Therefore, CBHDA members will no longer need to pay a registration fee each time they attend these Association meetings.

We hope that CBHDA's activities and accomplishments over the past year continue to illustrate the benefits of your membership. Your CBHDA staff team strives to provide each member with valuable information that keeps you informed of policy and funding changes that affect your local services. Through the Governing Board and over a dozen committees and task forces, CBHDA has provided directors and their county staff many opportunities throughout the past year to stay informed, influence state policy, and obtain the support and advice of colleagues.

During this past year, some of the successes CBHDA has achieved for counties include:

- **Secured \$148 million in state General Funds** to help pay for one of the biggest historical expansions of substance use disorder treatment in California, under the Drug Medi-Cal Organized Delivery System Waiver;
- **Reduced by \$50 million the counties' exposure** for repayments of federal Medicaid funds by successfully advocating with DHCS that disallowed claims identified in a federal Office of the Inspector General (OIG) draft audit report on Medi-Cal Specialty Mental Health be re-reviewed. As a result, the OIG's recommendation of federal funds to be repaid by California shrank from \$230 million to \$180 million;
- **Helped to shape the Governor's budget proposals** for Homeless Mentally Ill Outreach and Treatment (\$50 million), and Incompetent to Stand Trial diversion program (\$100 million).

- **Reduced counties' administrative burden** for implementing the EPSDT Performance Outcomes System by convincing DHCS to reduce the frequency of clinicians needed to administer the Child & Adolescent Needs & Strengths (CANS) and by extending the implementation date;
- **Published the first-ever Annual Legislative Score Card**, which highlights the behavioral health legislative priorities for CBHDA and provides a grade for the Governor and each of the 120 members of the California State Legislature based on their voting records;
- **Secured \$10 million in State General Funds for Workforce, Education, and Training**, used for stipends for psychiatric nurse practitioners, clinical psychologists, and social workers in public mental health services;
- **Reduced county fiscal liability for new state and federal changes** by advocating that State General Funds be provided for implementation under Proposition 30, including Continuum of Care Reform and Federal Medicaid Managed Care regulations;
- **Sponsored/co-sponsored five state legislative bills** on MHSA Revenue & Expenditure Reports, Mobile Response Services for Foster Youth, Supportive Housing Pilot for Parolees, Youth Substance Disorder Treatment and Recovery, and Medi-Cal Telehealth for Substance Use Disorders;
- **Secured consultation support for Small County members** of the Association;
- **Defended counties' MHSA reporting patterns and expenditures** during numerous legislative oversight and budget hearings convened after the Bureau of State Audits published an audit report titled, "The State Could Better Ensure the Effective Use of Mental Health Services Act Funding;"
- **Convened a highly successful 2017 Behavioral Health Policy Forum** in San Diego, featuring health and social services leaders and a keynote address from Google Verily; and
- **Hosted the first-ever CBHDA Annual Policy Forum Awards Dinner**, honoring a Sacramento Superior Court judge, health care and law enforcement partners, and a consumer in recovery.

With your continued support and participation in the coming year, together we will face new challenges. CBHDA will continue to identify members' shared policy priorities and seize new opportunities to:

- Plan for counties' future role, an improved structure, and increased financing for community-based behavioral health care in California, under CBHDA's "Behavioral Health 2020 Initiative;"
- Continue to strategically influence and assist counties with implementation of key accountability initiatives, including the Medicaid Managed Care Final Rule and DHCS Dashboards;
- Collaborate with county and state agency partners toward successful implementation of Continuum of Care Reform (CCR) and Presumptive Transfer of Medi-Cal mental health services for foster youth (AB 1299);
- Represent the interests of county behavioral health services with CSAC to develop a sustainable approach to the financing of the IHSS program and minimize the impacts on counties' 1991 Realignment Mental Health funds;

- Collaborate with county and state agency partners to support successful implementation of the Drug Medi-Cal Organized Delivery System and facilitate county participation in Drug Medi-Cal, advocating for policy change and new funding as needed;
- Support county efforts to develop high-quality continuums of care for youth with SUDs by advocating for a clear and comprehensive regulatory framework and dedicated funding;
- Advance working relationships with key legislative staff, the Legislative Analyst's Office (LAO), the Department of Finance, state agency partners, and key behavioral health interest groups such as those that represent providers, consumers, and family members in the mental health and substance use disorder landscape;
- Offer enhanced new behavioral health engagement and mentoring opportunities to assist new County Directors of Behavioral Health.

The CBHDA Governing Board, leadership, and staff team at CBHDA sincerely appreciate the support and high level of member participation in this Association. As we work together to craft the future of behavioral health care in California, your voice and participation will be key to our success. Thank you for all that you do in your county and with your Association colleagues to make a difference in the lives of Californians living with behavioral health needs. If you have questions about our work over the past year or plans for the coming year, please feel free to contact me at [trenfree@cbhda.org](mailto:trenfree@cbhda.org). If you have questions about the invoice, please contact Kelsey Nolan at 916-556-3477, ext. 1118, or at [knolan@cbhda.org](mailto:knolan@cbhda.org).

Che Shannon

---

**From:** Kelsey Nolan <knolan@cbhda.org>  
**Sent:** Tuesday, September 25, 2018 3:20 PM  
**To:** Che Shannon  
**Subject:** RE: CBHDA 2018/19 Dues Invoice

Hi Che,

Our Directors voted to no longer have the split on the invoices to ensure that each County had the flexibility to pay their invoices from the funding sources they saw fit. If you would like to break it out the same as last year you can. The only difference in the invoice from last year to this year was the \$3,689 we added to every invoice to cover the monthly and quarterly meetings (vs. paying a registration fee each time).

Thank you,

**Kelsey Nolan**

Director of Finance and Operations

County Behavioral Health Directors Association of California  
2125 19<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95818  
Office: 916-556-3477, Ext. 1118  
Cell: 503-789-4940  
[knolan@cbhda.org](mailto:knolan@cbhda.org)  
[www.cbhda.org](http://www.cbhda.org)



**From:** Che Shannon <CShannon@pcbh.services>  
**Sent:** Tuesday, September 25, 2018 3:17 PM  
**To:** Kelsey Nolan <knolan@cbhda.org>  
**Subject:** CBHDA 2018/19 Dues Invoice

Hi Kelsey,

I noticed that last year our invoice was already parted out among three departments M.H. , MHSA, and AOD. I paid this invoice using M.H. funds so I need to correct the error.

Can you tell me how to part this invoice? Thank you for your time and assistance !!

Che Shannon  
Management Analyst  
Plumas County Behavioral Health  
270 County Hospital Road  
Suite 109  
Quincy, CA 95971  
530-283-6307 Ext. 1041

[jn@pcbh.services](mailto:jn@pcbh.services)

# COUNTY OF PLUMAS

STATE OF CAL 2018-19

VENDOR/	California Association of Local	TAX ID/SSN #	33-0581682
CLAIMANT	Behavioral Health Boards & Commissions	VENDOR #	32814
	CALBHB/C		
ADDRESS	717 K Street Suite 427 Sacramento, CA 95814	CASH ACCOUNT #	10100
		FUND #	

ACCOUNT O	INVOICE NUMBER	COUNTY DEPARTMENT	COUNTY ACCOUNT	PROJECT NUMBER	AMOUNT DOLLARS & CENTS
	CALBHB/C				
Dues Behave. Health	9/1/2018	70570	521600		600.00
Annual Membership Dues of					
CALBHB/C					
Local BH Board					
Training, materials					
Lobbying, travel					
Federal taxpayer ID#					
33-0581682					

Needs to  
be paid.

The undersigned, under penalty of perjury, states: That the above claim and the items set out are true and correct; that no part thereof has been theretofore paid, and that the same is justly due, and that the same is presented within one year after the last item there

FIRM NAME

9/14/2018

DATE

BY

TITLE

SIGNATURE OF CLAIMANT/VENDOR

Auditor's Use Only

Vendor #

1099 NEC

Audited *aj*

Input

Checked

Date Stamp:

DEPARTMENT/DISTRICT APPROVAL:

I hereby certify upon my own personal knowledge that the services specified in the above claim were necessary and were used by me for the purpose indicated hereon; that the articles I delivered or the services have been performed by the claimant forth with the exception noted.

Claim is thereby approved for the sum of *600.00*

Signed *Blawie*

Title ADMINISTRATOR/PROGRAM CHIEF

RECEIVED

SEP 18 2018

For Districts

District

If applicable:

Second SIC

**INVOICE**  
**CALIFORNIA ASSOCIATION OF LOCAL BEHAVIORAL HEALTH BOARDS AND**  
**COMMISSIONS**

**BILL TO:** Tony Hobson  
Behavioral Health Services  
County of Plumas

**FOR:** Annual Membership Dues of CALBHB

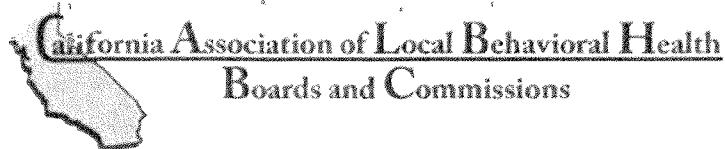
**DATE OF INVOICE:** September 10, 2018

**TOTAL DUES: \$600**

Please send remittance to: CALBHB/C, 717 K Street, Suite 427, Sacramento, CA 95814.  
Checks are made payable to: CALBHB/C.

Federal Taxpayer ID Number: 33-0581682  
W-9 Form Will Be Sent To You Upon Request

521600  
70570  
Member ship



## INVOICE

September 10, 2018

Tony Hobson  
Behavioral Health Director  
County of Plumas

RE: Invoice – Annual Dues – From California Association of Local Behavioral Health Boards and Commissions

Dear Mr. Hobson:

Page two of this letter includes the dues invoice for your local mental health/behavioral health board/commission. The 2018-2019 Dues Schedule shows the dues amount for all 59 members of the California Association of Local Behavioral Health Boards and Commissions (CALBHB/C). See <https://www.calbhbc.com/dues.html>.

Your board or commission is an important part of CALBHB/C. Your involvement with CALBHB/C makes our two organizations better able to achieve a common objective: to provide effective mental/behavioral health resources in local communities throughout California.

To accomplish this objective, we depend on revenue from dues to help underwrite the following tasks:

*Working*

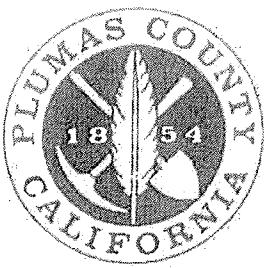
1. Enables CALBHB/C to better provide outreach, support, resources, and facilitate ongoing training and organized advocacy among California's 59 local mental/behavioral health boards and commissions.
2. Covers travel and accommodations for at least one member of your board (or commission) to attend a regional and a statewide meeting.
3. Provide high-quality training materials and resources at no charge on our website.

We also appreciate the work you do to support your local board or commission.

If you have any questions, please do not hesitate to contact me at [Jerry.Jeffe@calbhbc.com](mailto:Jerry.Jeffe@calbhbc.com) or call me at (916) 916-917-5444 (CALBHB/C Office) or 916-502-7734 (Cell).

Sincerely,

Jerry Jeffe  
Executive Director



OFFICE OF THE  
AUDITOR/CONTROLLER  
FOR THE  
COUNTY OF PLUMAS

520 Main Street, Room 205  
Quincy, California 95971-9115

ROBERTA M. ALLEN, CPA  
AUDITOR / CONTROLLER

Direct: (530) 283-6246

Fax: (530) 283-6442

[robertaallen@countyofplumas.com](mailto:robertaallen@countyofplumas.com)

AT THIS TIME THE AUDITOR'S OFFICE CANNOT PROCESS THIS CLAIM  
FOR THE FOLLOWING REASONS:

DEPARTMENT Beh. health ATTN Che

- A. AUTHORIZED SIGNATURE NEEDED
- B. INVOICE OR ITEMIZATION DOES NOT TOTAL AMOUNT OF CLAIM
- C. CANNOT PAY FROM A STATEMENT
- D. ✓LACK OF FUNDS IN BUDGET DEPT# 70570 ACCT# 521600 BALANCE <-2346°
- E. ORIGINAL INVOICE REQUIRED. Original required to prevent duplicate payments.  
The original invoice must be attached to the claim. Faxes or copies will not be accepted.
- F. DUPLICATE INVOICE ALREADY PAID INV# \_\_\_\_\_ DATE \_\_\_\_\_ WRT# \_\_\_\_\_
- G. ACCOUNT/DEPARTMENT NUMBER MISSING OR CODING ERROR
- H. BACK UP FOR CLAIM REQUIRED
- I. W-9 FOR REQUIRED PER IRS
- J. SOCIAL SECURITY NUMBER REQUIRED PER STATE FOR INDEPENDENT CONTRACTORS.
- K. SALES TAX JOURNAL ENTRY NEEDED
- L. OTHER

THANK YOR FOR YOUR ASSISTANCE AUDITOR-CONTROLLER

RETURNED BY QDly DATE 9-24-18

DATE RETURNED TO AUDITOR'S OFFICE 9-26-18 OS

*Thank You*

ANCEPLUS  
J9/24/18  
S: 16:17:55

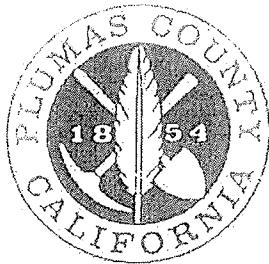
PLUMAS COUNTY

Expenditure Ledger Short Listing

PAGE NUMBER: 1  
POSTAP11.4GL

SELECTION CRITERIA: orgn.yr='19' and orgn.key\_orgn='70570' and account.acct='521600' AND expledgr.yr = orgn.yr AND expl

YEAR DEPT/FUND	ACCOUNT		BUDGET CONTROL ORGN/ACCOUNT STATUS	
	BUDGET	PERIOD EXPENSES	YTD EXPENSES	ENCUMBRANCES
19 70570 MNTL HLTH		521600 MEMBERSHIPS/ANNUAL DUES	70570	521600 Active
	9,000.00	.00	11,346.00	.00
				-2,346.00



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G. ACCOUNT/DEPARTMENT NUMBER MISSING OR CODING ERROR

H. BACK UP FOR CLAIM REQUIRED

I. W-9 FOR REQUIRED PER IRS

J. SOCIAL SECURITY NUMBER REQUIRED PER STATE FOR INDEPENDENT  
CONTRACTORS.

K. SALES TAX JOURNAL ENTRY NEEDED

L. OTHER Cant Transfer Between Depts  
w/ diff funds - system doesn't let us  
Also I am not sure (ASK) Roberta - need  
THANK YOR FOR YOUR ASSISTANCE AUDITOR-CONTROLLER Board approval

RETURNED BY M. Allen DATE 9/28/18

DATE RETURNED TO AUDITOR'S OFFICE

2017 SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 (SRS): TITLE III  
On November 06, 2018 at 10:15 a.m. in the Chambers of the Plumas County Board of Supervisors, located at 520 Main St., Room 308  
Quincy, CA, the Plumas County Board of Supervisors will finalize its approval of the following projects tentatively approved  
on September 4, 2018

<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>
Plumas County Sheriff OES Radio Tower and Vault Project	II	\$ 180,000
Public Safety Communications Infrastructure Development and Upgrades		
Plumas County Sheriff Search & Rescue Related Activities	II	\$ 22,510

**Category I**

*Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires*

**Category II**

*Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county*

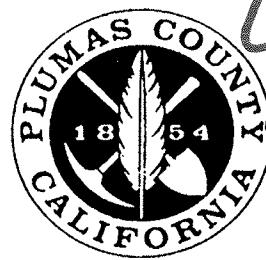
**Category III**

*Develop community wildfire protection plans in coordination with the Secretary of Agriculture*

4A

# BOARD OF SUPERVISORS

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



November 6, 2018

A. Leonard Smith, Regional Director  
915 Second Avenue  
Seattle, WA 98174

Dear Mr. Smith,

Please accept this letter in support of California State University, Chico's Center for Economic Development's EDA Disaster Supplemental proposal to collect, analyze and disseminate the critical data, survey results and inventories necessary to develop a region-wide resiliency strategy, so that businesses and communities can prepare, withstand and quickly recover from natural or economic challenges and disasters. The data and information collected will not duplicate any other efforts currently produced by the CED. All proposed work for this project will be new or efforts that have been discontinued and staff would like to revitalize that work.

Economic developers and business and community leaders must continually understand their own resilience gap in order to effectively mitigate threats and strengthen response and recovery processes. Equally important is the need to have rich datasets of the organizations and economic variables that compose an economy. This is necessary in order to accurately measure disaster losses, rapidly craft a recovery strategy, and successfully envision a new "normal."

Communities must use their learning to mitigate vulnerabilities in the economy. This usually involves increasing the diversification of industries, enriching the education and flexibility of the workforce, facilitating (or removing barriers to) finance and other enterprise supports, maintaining and upgrading infrastructure, and encouraging entrepreneurship in industries that are necessary in times of disaster. Business continuity planning is similarly critical; individual firms and households should be encouraged to prepare so that they can adapt to and recover from various hazards.

Many of our rural communities and organizations do not have the staffing or resource capacity to collect, analyze, report and maintain this critical data to sustain the health and well-being of their economies. The Center for Economic Development is positioned with skilled staff to provide this service throughout Northern California.

Plumas County supports this project and will participate in providing requests for and feedback on data collection and surveying activities. Additionally, we will look forward to integrating the outcomes of this project into our strategies where appropriate. Please feel free to contact me with any questions at [pcbs@countyofplumas.com](mailto:pcbs@countyofplumas.com) or (530) 283-6170.

Sincerely,

Jeff Engel, Chair  
Board of Supervisors



### Scope of Work

The Center for Economic Development (CED) is requesting funding over 18-months for a planning project to collect, analyze and disseminate the critical data, survey results and inventories necessary to develop a region-wide resiliency strategy, so that businesses and communities can prepare, withstand and quickly recover from natural or economic challenges and disasters. The data and information collected will not duplicate any other efforts currently produced by the Center. All proposed work for this project will be new or efforts that have been discontinued and staff would like to revitalize that work.

This funding will assist the CED with developing the framework, models, surveys and other tools, systems and processes needed to sustain the proposed scope of work into the future. The CED is proposing the following activities for this planning project:

#### Partnership Development/Expansion

- Formalize network (including communication methods) between Economic Development Districts (EDDs), Economic Development Corporations (EDCs), Rural County Representatives of California (RCRC) financing agencies (including commercial banks and nonprofit lenders), Chambers of Commerce and Workforce Development One Stops and other Job Training Centers and the Center for Economic Development (CED). This list is not limited to these agencies. As the CED implements its work plan, it will inevitably discover other entities that should be included in the network. The CED will respond to technical assistance requests and support the work of the partnering agencies, while sharing important data collection and outcome activities.
- Develop an inventory of the network's services and create a centralized database and web-based map for this information

#### Data Survey, Collection and Analysis

- Establish a baseline of what is normal. Communities and businesses need to know what they need to return to after a disaster.
- Survey each county to determine the data needed to prepare businesses for future environmental and economic disasters
- Integrate data collection from NoRTEC (Workforce agency) regarding workforce in the region
- Analyze historical workforce data: migration patterns, age distribution, change in commute patterns, educational and/or vocational attainment
- Map physical disasters for the past 30 years to current (where data is available). Create GIS shape files to overlay over web-based business location map for the region
- Collect and analyze regional climate data for the last 30 years to current
- Survey Millennials and Generation Z to understand their workforce, technology and housing needs
- Map migration patterns of Millennials and Generation Z
- Collect and analyze rental housing vacancy reports by community and provide public access

- Compare fire perimeter shape files with demographic data at the Census block level to identify where students lived before the 2018 fires to school enrollment data. This will show migration by age within the region as well as outmigration from the region.
- Track housing shortages due to 2018 fire season and its impact on the patterns of higher wage professions

#### **Business Preparedness**

- Inventory number of businesses based on size, revenue, industry
- Create a centralized web-based map of businesses by county. If data is not available, provide this information to appropriate county or city office and assist with resources to change the process
- Survey businesses on the following:
  - Access to capital and its implications
  - Amount of capital needed to move businesses to the next stage
  - Technical assistance needs of businesses

#### **Strategy Development**

- Promoting business continuity and preparedness (i.e., ensuring businesses understand their vulnerabilities—including supply chains—in the face of disruptions and are prepared to take actions to resume operations after an event)
- Employing safe development practices in business districts and surrounding communities. Strategies may include locating structures outside of floodplains, preserving natural lands that act as buffers from storms, and protecting downtowns and other existing development from the impacts of extreme weather.
- Inventory county plans: hazard mitigation, emergency communication, etc.
- Leverage and incorporate Geographical Information Center's (GIC) broadband surveying and technical network designs
- Track newly imposed TARRIFFs and the impacts they have on Northern California's economy and identify strategy to mitigate negative impacts
- Assess access to business and homeowners insurance post 2018 fire season. Compare data to challenges in the Santa Rosa and Napa areas. Track insurance's impact on workforce.

The efforts implemented under this Scope of Work will support the work of the following partners:

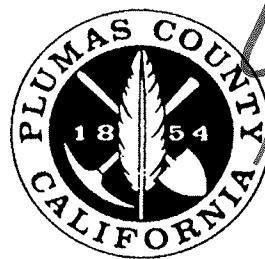
- Rural County Representatives of California
- 3CORE, Inc.
- Superior California Economic Development
- Yuba-Sutter Economic Development
- Center for Entrepreneurship
- Siskiyou County EDC
- Shasta County EDC

The data will be provided to each partner to support the development of the Comprehensive Economic Development Strategies (CEDS) and the work to be executed by the new Resiliency Coordinators in the region.

The Center for Economic Development is proposing two summits in late spring and early fall to present outcomes from this planning project and to offer the region the opportunity to discuss with each other how to most effectively use this information. Public input on the strategy will be important for its success. These summits will take place in different areas of the region each time they occur and will function as a working session to bring together decision makers and leaders to better prepare the region for future disruptions. Additionally, this project will leverage the on-going, funded broadband initiatives managed by the Geographic Information Center (GIC). The strategy will incorporate data, plans, fairground assessments, technical specifications, etc., that are currently under development.

# BOARD OF SUPERVISORS

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



November 6, 2018

Mr. Gordon Thompson  
General Director Track Western Region  
Union Pacific Railroad  
10031 Foothills Boulevard  
Roseville, CA 95747

Dear Mr. Thompson,

It has come to our attention that our previous concerns about the integrity of the Tobin retaining wall remain unaddressed despite efforts on the part of Plumas County to engage the Union Pacific Railroad in finding a durable solution to the problem. The attached photographic record and the technical evaluation are provided to Union Pacific to again document the real and increasing risks of failure of the railway embankment in the vicinity of the Tobin retaining wall. Although Union Pacific repaired parts of the railway embankment after the floods of 2017, the efficacy of Union Pacific's efforts to solve this ongoing problem are again questioned as the eroding area increases in and around the Tobin retaining wall and as a El Nino winter approaches.

As members of the Ecological Resources Committee (ERC) we have been briefed by ERC members about the continued erosion of the embankment behind the retaining wall that threatens the stability of the retaining wall and the rail-bed.

We are again reiterating our concern to Union Pacific Railroad about the ongoing and increasingly serious threats to public safety that the instability of the retaining wall and hill slope on the North Fork of the Feather River near Tobin, California pose to river recreationists, to the ecosystem on the North Fork Feather, and to the water supply for State Water Project water purveyors downstream of the Department of Water Resources Oroville Reservoir.

## Background:

In 1909, the Western Pacific built the original rail line through the Feather Canyon. The unstable geology and soil foundation for the retaining wall and roadway embankment in the Tobin reach required the construction of the Tobin retaining wall. Over time the unstable foundation for the original wall has undermined its structural integrity despite ongoing piecemeal repairs.

On August 27<sup>th</sup>, 2016, boaters padding the North Fork Feather River during one of the monthly summer recreational releases notified County staff about the failing retaining wall. The wall had cracked and most of the material that was once behind the wall, had washed into the river. The image from Google Street View, dated June 2012, shows the intact retaining wall. American Whitewater immediately notified the Plumas National Forest, California Department of Fish and Wildlife, California State (and Regional) Water Quality Control Board and Plumas County as the Tobin wall is within Plumas County.

As documented in your October 11, 2016 geotechnical report from Shannon & Wilson, Inc., "the risk of long-term failure of the north wall segment is relatively high." The report makes the finding that "failure of the wall segments would likely occur during a period of heavy precipitation and flooding," and states that "[e]xtended periods of precipitation that saturate the embankment fill are likely to increase the risk of failure."

In January of 2107, the entire rail-bed washed away during storms and Union Pacific again completed emergency repairs of the hill slope. In 2018, the attached photographs document that Union Pacific's piecemeal repairs have once again proved ineffective at controlling the bank erosion upstream and downstream of the damaged retaining wall.

In the two years since the 2016 Shannon & Wilson report, the attached photographs reveal a sequence of increasingly significant erosion of the embankment supporting the retaining wall and the widening fracture of the retaining wall face. Union Pacific's immediate response is required once again to prevent a partial or total collapse of the retaining wall and to protect public health and safety as this winters' flood season approaches. As we have learned from the massive spillway failure at the Oroville reservoir during the winter floods in 2017, dumping a load of rocks into the eroded crevice of the retaining wall will not provide additional stability and may in fact increase the likelihood of failure in the future. The failure of the embankment could rapidly undermine the railroad track upslope, potentially leading to a train derailment resulting in the loss of life or the spillage of toxic material into the river.

We again remind Union Pacific that the North Fork Feather River is one of the major tributaries to Oroville Reservoir. Water from Oroville Reservoir contributes to the State Water Project's delivery of water for the irrigation of 755,000 acres in the southern San Joaquin Valley, a portion of the municipal supplies for approximately 25 million people, and the ecological health of the Sacramento Bay Delta Estuary. Union Pacific's continued failure to substantively remediate what we anticipate will be the eventual collapse of the retaining wall, potentially exposes the company to significant liability in the event of injury or environmental harm. The company has a legal duty to maintain its facilities in a manner that does not threaten public health and safety.

Therefore, Union Pacific must undertake necessary actions now in order to prevent the foreseeable failure of the Tobin retaining wall and the associated railway embankment before the 2018-2019 flood season begins in earnest. Please do not hesitate to contact myself or Plumas County staff if we can be of assistance.

Sincerely,

Jeff Engle, Chair  
Board of Supervisors

Cc: Congressman Doug LaMalfa,  
[Laura.Page@mail.house.gov](mailto:Laura.Page@mail.house.gov)

Jerry Sipe, Plumas County Environmental Health  
[JerrySipe@countyofplumas.com](mailto:JerrySipe@countyofplumas.com)

Bill Connelly, Butte County Supervisor  
District 1  
[BConnelly@ButteCounty.net](mailto:BConnelly@ButteCounty.net)

Doug Teeter, Butte County Supervisor  
District 5  
[DTeeter@ButteCounty.net](mailto:DTeeter@ButteCounty.net)

Daniel A. Lovato, Forest Supervisor  
USFS, Plumas National Forest  
[dalavato@fs.fed.us](mailto:dalavato@fs.fed.us)

Micki Smith, Mt. Huff District Ranger  
USFS, Plumas National Forest  
[mdsmith@fs.fed.us](mailto:mdsmith@fs.fed.us)

Amy Lind, Hydroelectric Coordinator  
USFS, Tahoe and Plumas National Forests  
[alind@fs.fed.us](mailto:alind@fs.fed.us)

Dale Stultz, Office of Spill Prevention and Response  
California Department of Fish and Wildlife  
[Dale.Stultz@wildlife.ca.gov](mailto:Dale.Stultz@wildlife.ca.gov)

Laurie A. Hatton, Senior Environmental Scientist (Specialist)  
California Department of Fish and Wildlife  
North Central Region  
[Laurie.Hatton@wildlife.ca.gov](mailto:Laurie.Hatton@wildlife.ca.gov)

Guy Chetelat, Engineering Geologist, P.G.  
Central Valley Regional Water Quality Control Board,  
[Guy.Chetelat@waterboards.ca.gov](mailto:Guy.Chetelat@waterboards.ca.gov)

California Public Utilities Commission, Railroad Operations and Safety Branch  
[rosb@cpuc.ca.gov](mailto:rosb@cpuc.ca.gov)

James Jordan, United States Department of Transportation, Federal Railroad Administration, Region 7  
[james.jordan@dot.gov](mailto:james.jordan@dot.gov)

**Kimberly D. Bose**, Secretary  
Federal Energy Regulatory Commission  
[file on project docket]

Janet Walther, Sr. Manager  
Hydro Relicensing and Compliance  
Pacific Gas and Electric Company  
[JMW3@pge.com](mailto:JMW3@pge.com)

Matthew Joseph  
Sr. License Coordinator  
Power Generation – Hydro Licensing  
[MWJA@pge.com](mailto:MWJA@pge.com)

Dave Steindorf  
California Hydropower Specialist  
American Whitewater  
[dave@americanwhitewater.org](mailto:dave@americanwhitewater.org)  
530 518-2729

Attachments:

**October 11, 2016 geotechnical report from Shannon & Wilson, Inc.**

Photographic record:

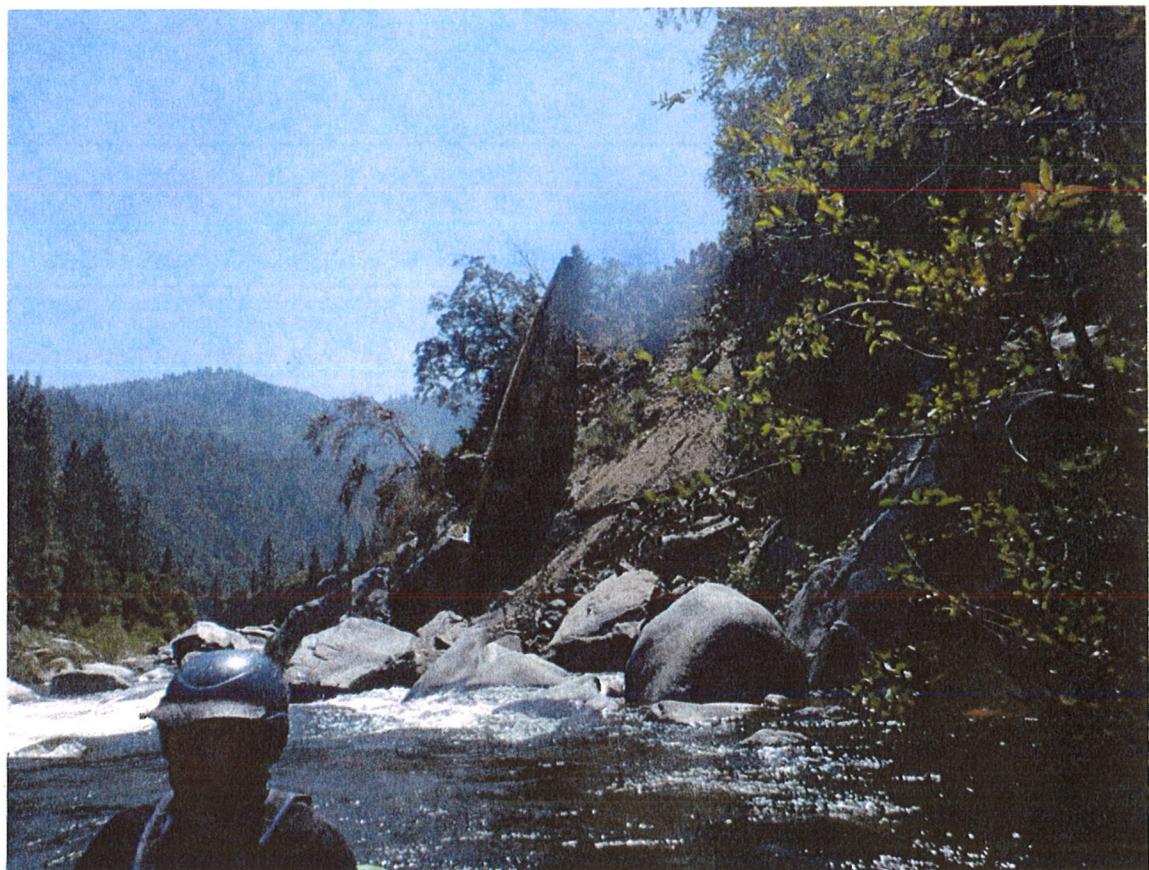


Image 1: August 27th, 2016. Union Pacific, State and Federal Agencies notified of wall failure.



Image 2: June 2012, Retaining wall pre-failure.



Image 2: December 5, 2016. View of first failure.



Image 4: January 12th, 2017. Complete washout of the railbed.

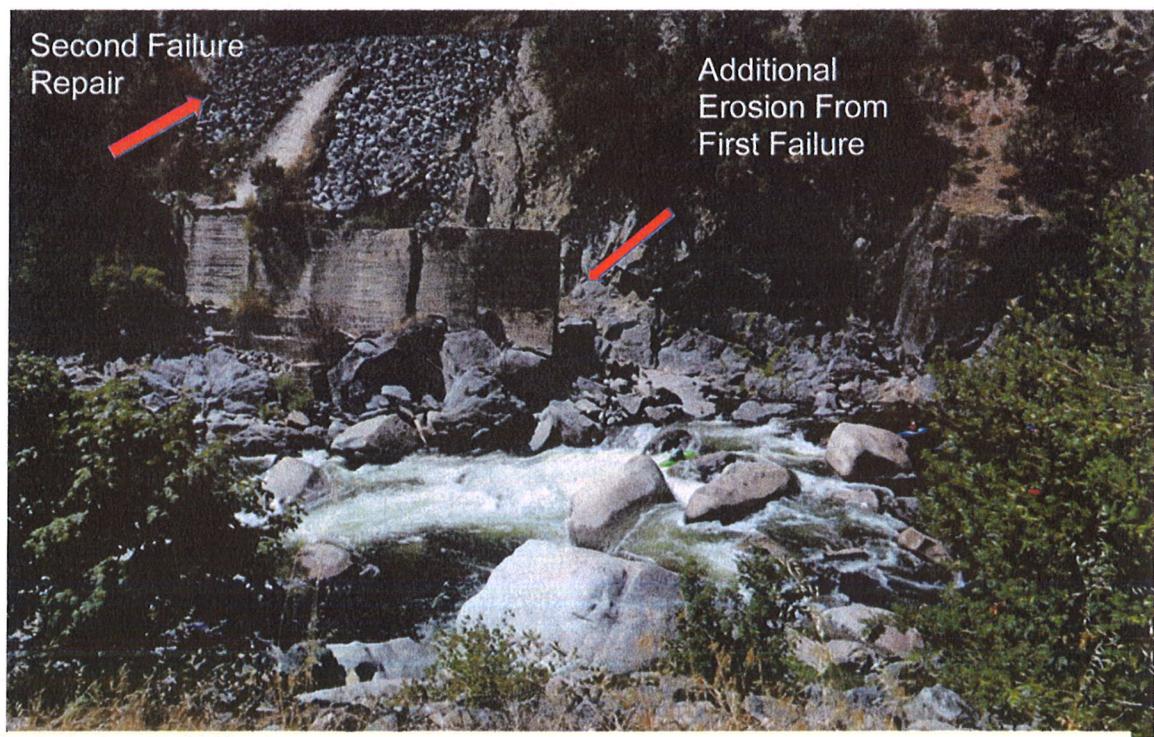
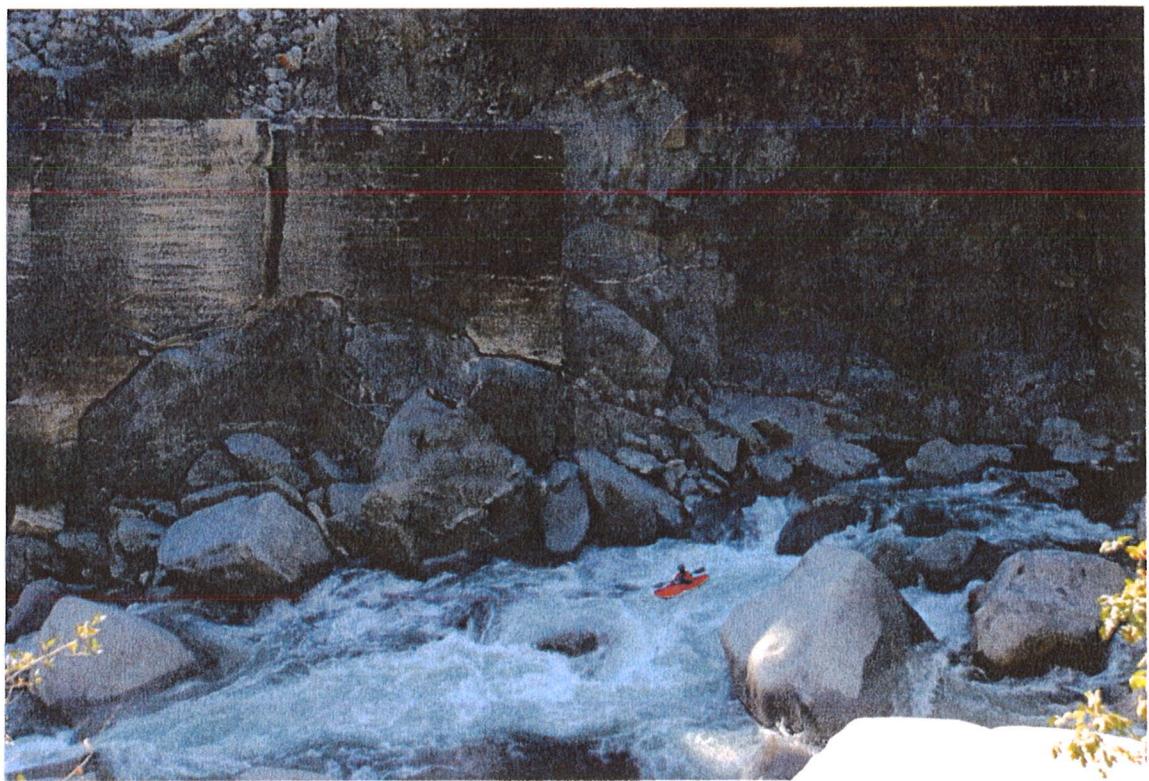


Figure 3: August 2017.



**Figure 6 ; September, 2018.**

4E

**JOINT POWERS AGREEMENT**  
**BETWEEN THE COUNTIES OF PLUMAS AND SIERRA,**  
**ESTABLISHING THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT**

**RECITALS**

Whereas, the County of Sierra (Sierra) and the County of Plumas (Plumas) have lands overlying the Sierra Valley Groundwater Basin (Basin), and

Whereas, the legislature has authorized the creation of a groundwater management district to protect the Basin as provided herein, and

Whereas both Sierra and Plumas have previously entered into a joint powers agreement and desire to extend the agreement.

Therefore, the County of Sierra and the County of Plumas do enter into this agreement under the following findings, terms and conditions:

**SECTION 1 – PURPOSE/AUTHORITY**

- 1.1 The Board of Supervisors of Sierra and Plumas Counties hereby declare that the preservation of the groundwater in Sierra Valley for continued utilization by agriculture and others is in the public interest of both counties, and therefore enter into this joint power agreement for the purpose of the preservation and management of groundwater in the Sierra Valley.
- 1.2 This agreement is authorized and entered into pursuant to Government Code section 6500 et. seq.

**SECTION 2 – METHOD OF ACCOMPLISHMENT**

- 2.1 In order to accomplish the purpose set forth in section 1.1, Sierra and Plumas heretofore created the Sierra Valley Groundwater Management District (District), which shall be operated pursuant to the terms of this agreement.

**SECTION 3 – BOUNDARIES**

- 3.1 the boundaries of the District shall be those as set forth in section 201 of the Sierra Valley Groundwater Basin Act, Statutes 1980, chapters 449 and 986.

**SECTION 4 – TERM OF THIS AGREEMENT**

- 4.1 The term of this agreement shall be ten (10) years from the date of adoption and shall supersede any and all prior agreements.

4.2 Notwithstanding section 4.1, this agreement may be cancelled at any time by mutual consent of both parties, provided at least six months' notice is given to the District in writing by both counties. The decision to cancel may be withdrawn by either county at any time after notice has been given to the District and before the cancellation date mentioned in the notice. If either county withdraws its cancellation notice, the cancellation shall become void, and this agreement shall continue in full force and effect.

4.3 This agreement may be cancelled unilaterally at any time by either county, provided that at least six months' notice is provided in writing to both the District and other county. In the event that one county chooses to unilaterally withdraw from this agreement, all the assets of the District shall become the property of the county who has not unilaterally withdrawn. The notices of cancellation to the District and the other county may be withdrawn by the county that issued the notices at any time after the notices are issued and before the cancellation date mentioned in the notices. In the event that either notice is withdrawn, this agreement shall continue in full force and effect.

#### SECTION 5 – AMENDMENTS

5.1 This agreement may be amended at any time by mutual agreement of the two counties.

#### SECTION 6 – DISPOSITION OF PROPERTY AND SURPLUS MONEY ON TERMINATION OF THIS AGREEMENT

6.1 In the event that this agreement is cancelled pursuant to notice of both counties or upon the expiration of the term of this agreement, any real or personal property and funds owned by the District after its accounts are fully settled shall be divided equally between the two counties.

6.2 In the event this agreement is cancelled pursuant to section 4.3, the real and personal property of the District shall revert to the remaining county, except funds on hand which shall first be used to fully satisfy all obligations of the District and then divided equally among the counties.

#### SECTION 7 – POWERS OF THE DISTRICT

7.1 The District shall have the powers and authority granted in "The Sierra Valley Groundwater Basin Act," statutes 1980, chapters 449 and 986, together with any additional powers and authority that may be granted by the Legislature.

7.2 This District shall also have power to do the following, and it shall do so in its own name:

- (a) Make and enter into contracts;
- (b) Employ agents and employees, including legal counsel;
- (c) Acquire, construct, manage, maintain, or operate any building, works, or improvement;
- (d) Acquire, hold, or dispose of property;
- (e) Incur debts, liabilities, or obligations; and
- (f) Sue or be sued.

7.3 To the extent authorized by section 102 of chapter 449, California Statutes of 1980, the District shall also have any other power or authority reasonably implied and necessary and proper to carry out the objectives and purpose of the District.

## SECTION 8 – BOARD OF DIRECTORS

8.1 The business of the District shall be done by a seven-member board of directors.

8.2 The District shall defend any director, officer, employee, or agent, or any past director, officer, employee, or agent, against any claim or action against him for an injury arising out of any act or omission occurring within the scope of his employment as a director, officer, employee, or agent of the District. The District shall also pay, with the exception of punitive damages, any judgement based thereon or any compromise or settlement of the claim or action to which the District has agreed. Nothing in this section prohibits the payment of punitive damages should the board of directors determine such payment is warranted and appropriate under the circumstances of the case.

8.3 The appointment, term of office, and method for removal of each of the seven directors shall be as follows:

- a) Director 1 shall be a member of the Board of Supervisors of Plumas County and appointed to a four-year term of office by the Plumas County Board of Supervisors. Director 1 shall only be removed by action of the Plumas County Board of Supervisors.
- b) Director 2 shall be a member of the Sierra County Board of Supervisors and appointed to a four-year term of office by the Sierra County Board of Supervisors. Director 2 shall only be removed by action of the Sierra County Board of Supervisors.
- c) Director 3 shall reside in Plumas County within an area inside the boundaries of the District. Director 3 shall not be a member of the Plumas County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Plumas County Board of Supervisors.
- d) Director 4 shall reside in Sierra County within an area inside the boundaries of the District. Director 4 shall not be a member of the Sierra County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Sierra County Board of Supervisors.
- e) Director 5 shall reside in Plumas County within an area inside the boundaries of the District. Director 5 shall not be a member of the Plumas County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Plumas County Board of Supervisors.
- f) Director 6 shall reside in Sierra County within an area inside the boundaries of the District. Director 6 shall not be a member of the Sierra County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Sierra County Board of Supervisors.

g) Director 7 shall reside in either Plumas or Sierra within the District boundaries and shall be appointed to a four (4) year term of office by a four (4) vote majority of the District board of directors and may be removed at any time by a vote of both Sierra and Plumas County Board of Supervisors.

8.4 If a vacancy in the board of directors occurs during a term prescribed above, whether that vacancy is caused by death, removal pursuant to this agreement, no longer residing in the location required, no longer serving as a supervisor, or for any other reason, then the vacancy shall be filled by an appointment that will be made in the manner prescribed for the respective directorships in section 8.3. The person so appointed will serve for the balance of the unexpired term, unless removed from office as specified in section 8.3.

#### SECTION 9- COUNTY FINANCIAL CONTRABUTIONS

9.1 The District shall continue to make every effort to become financially self-supporting.

9.2 During the first three years, Plumas and Sierra Counties did contribute to the District the amounts of money reasonable needed by the District to accomplish its business.

9.3 The regular yearly request by the District for funds from the Counties shall be submitted to a bi-county finance committee. The committee shall be composed of two members of the board of supervisors from each county. The supervisors who serve as District directors one and two shall not be appointed to the bi-county finance committee. The committee shall meet with the District and determine the amount of money needed from the counties for the coming year. The committee shall determine how much of the money should be paid by each county. The committee will then submit these determinations as recommendations to the board of supervisors of each county for their consideration.

9.4 The District shall submit its request to the committee by May 1 of each year. Each board of supervisors shall act on the committee's recommendations by July 1 of each year.

9.5 Other requests for funds from the counties necessitated by unexpected need may be made by the District to the committee at any time during the year.

9.6 The counties may give to the District the services of county employees, equipment, or property in lieu of cash contributions.

#### SECTION 10 – FINANCIAL ACCOUNTABILITY.

10.1 The District shall provide for strict accountability of all funds and report all receipts and disbursements.

10.2 The Plumas County Treasurer is hereby designated as the depository of funds for the District. The treasurer shall perform all tasks required by California Government Code Section 6505.5.

10.3 The Plumas County Auditor is hereby designated as the auditor for the District. The auditor shall perform all tasks required by California Government Code Sections 6505 and 6505.5, including the annual audit.

10.4 The Sierra County Counsel or his/her designee, shall perform the tasks of General Counsel to the District. Sierra County may charge for these services as a credit against any amount owed to the District under section 9. Should a conflict regarding this agreement or the administration of the District occur between Sierra and Plumas counties, the District shall appoint an independent counsel during the duration of the conflict.

10.5 The Plumas County Board of Supervisors may charge the District an amount equal to Plumas County's actual cost for the services of the treasurer and auditor. These charges may be used as a credit against any amount owed to the District under Section 9.

#### SECTION 11 – ANNUAL REPORT

11.1 Once each year the board of directors shall file a written report with the county clerk of each county. The report shall generally detail the state of the groundwater resource in Sierra Valley and the activities of the District in the past year. The report shall include a summary of any results of studies completed, and any management activity engaged in.

#### SECTION 12 – DISTRICT AS SEPARATE ENTITY

12.1 The debts, liabilities, and obligations of the District shall not be the debts, liabilities, and obligations of either county.

#### PLUMAS COUNTY BOARD OF SUPERVISORS

Dated: , 2018

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Jeff Engel, Chair  
Plumas County Board of Supervisors

#### SIERRA COUNTY BOARD OF SUPERVISORS

Dated: , 2018

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Scott A. Schlefstien, Chair  
Sierra County Board of Supervisors



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Jim Mitrisin, President (El Dorado)  
Rene LaRoche, Vice-President (Mariposa)  
Andrew Potter, Secretary (San Diego)  
Diane Severud, Treasurer (Calaveras)

330 Fair Lane  
Placerville, CA 95667  
Phone: (530)621-5592  
[jim.mitrisin@edcgov.us](mailto:jim.mitrisin@edcgov.us)

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October 22, 2018

To: Honorable Chair of the Board of Supervisors

From: Jim Mitrisin, President of the California Clerk of the Board of Supervisors Association

Subject: Proclamation recognizing *California Clerk of the Board of Supervisors Week*

Greetings Honorable Chair,

It is my distinct privilege to reach out to you today requesting your support of an agenda item for your Board's consideration to proclaim November 26 – 30, 2018 as *California Clerk of the Board of Supervisors Week*.

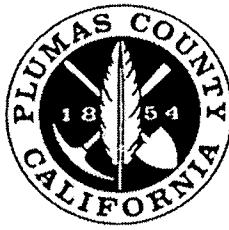
In California, the Clerk of the Board satisfies numerous statutory and locally mandated requirements and serves as the official record keeper of actions taken by each County's Board of Supervisors. I am confident you have come to recognize the broad scope of services each Clerk of the Board and their respective office provides with the highest integrity and respect for the public's business as we carry out the provisions of our role with a quiet, steadfast determination and always with great pride.

As you will find in the enclosed customizable Proclamation, our proud profession is a time honored and vital component of effective, transparent local governance. Please consider a Proclamation to recognize *California Clerk of the Board of Supervisors week* at a meeting of the Board on or before November 20, 2018 and we further ask that your Clerk transmit an electronic copy of the signed Proclamation to our organization for your county to be recognized as an official supporter of your Clerk and, by extension, Clerk's in all 58 California Counties.

On behalf of the California Clerk of the Board of Supervisors Association, I extend our collective gratitude for your service, and that of your colleagues, to your County and the great State of California.

With sincere thanks,

Jim Mitrisin  
President, California Clerk of the Board of Supervisors Association  
County of El Dorado Clerk of the Board



**PROCLAMATION**  
**OF THE PLUMAS COUNTY BOARD OF SUPERVISORS**  
**RECOGNIZING NOVEMBER 26 THROUGH NOVEMBER 30, 2018 AS**  
**CALIFORNIA CLERK OF THE BOARD OF SUPERVISORS WEEK**

**WHEREAS**, California counties provide many services that are essential to the lives of Californians; and

**WHEREAS**, the position of the Clerk of the Board of Supervisors (Board) plays an integral role in the function of California County government; and

**WHEREAS**, the Clerk of the Board performs many legally mandated functions that protect and preserve the rights of the citizens to an open and accessible government; and

**WHEREAS**, the work performed by Clerks of the Board is a time honored and vital part of local government; and

**WHEREAS**, the Clerks duties of record keeping is revered, their work among the earliest recorded on behalf of the public, and Clerks have long pledged to maintain their neutrality and impartiality of the proceedings of government; and

**WHEREAS**, the California Clerk of the Board of Supervisors Association, an affiliate of the California State Association of Counties, is organized to promote the principles of good government, to represent the interests of Clerks of the Board with legislative bodies and other professional organizations, to encourage the development of professional growth and education, and to support the objectives of all regional groups established within the Association; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments of Clerks of the Board across the 58 counties in the State of California.

**NOW, THEREFORE, BE IT PROCLAMED**, that the Board of Supervisors of the County of Plumas does herewith proclaim the week of November 26 through November 30, 2018 as "*California Clerk of the Board of Supervisors Week*" in recognition of the high level of services bestowed upon the people of Plumas County and the people of California by Clerks of the Board.

The foregoing Proclamation 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 on the 6<sup>th</sup> day of November, 2018.

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Chair, Board of Supervisors