



BOARD OF SUPERVISORS

Michael Sanchez, Chair 1st District
Kevin Goss, Vice Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF FEBRUARY 19, 2019 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

10:00 A.M. COMMUNITY DEVELOPMENT COMMISSION

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) SHERIFF

- 1) Approve supplemental budget transfer of \$6,000 for the Every 15 Minutes program to be held at Quincy High School [View Item](#)
- 2) Adopt **RESOLUTION** authorizing the Sheriff to apply for and receive grant funds for the State of California Department of Parks and Recreation, Off-Highway Vehicle Grant Funds [View Item](#)

B) SOCIAL SERVICES

Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Eligibility Specialist Supervisor series, effective February 28, 2019, created by retirement [View Item](#)

C) BEHAVIORAL HEALTH

- 1) Authorize payment of \$5,208.36 to Plumas Crisis Intervention and Resource Center for December 2018 operating costs associated with Plumas County Behavioral Health Wellness Centers [View Item](#)
- 2) Adopt **RESOLUTION** to amend FY 2018-2019 Position Allocation for Behavioral Health (1.0 FTE Behavioral Health Systems Analyst or Information System Technician); and authorize Behavioral Health to recruit and fill the position. **Roll call vote** [View Item](#)

D) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Indian Valley Chamber of Commerce: Gold Digger Days Parade, July 20, 2019; Veterans Day Parade, November 11, 2019) [View Item](#)

E) INFORMATION TECHNOLOGY

Authorize payment of \$13,000 to ESRI, without a contract, for ArcGIS Mapping Software Support; included in the FY 2018-2019 budget [View Item](#)

F) PUBLIC HEALTH AGENCY

- 1) Approve submission of a Grant Application to the County Medical Services Program (CMSP) Governing Board for CMSP Health Systems Development Grant Program [View Item](#)
- 2) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Health Education Coordinator I position, created by resignation [View Item](#)
- 3) Adopt **RESOLUTION** to accept Standard Agreement #15-11068 Amendment A02 from the California Department of Public Health, Office of AIDS for various HIV/AIDS services; and authorize the Director of Public Health to sign the Standard Agreement [View Item](#)

G) PUBLIC WORKS

- 1) Approve and authorize the County Administrator/Purchasing Agent to sign Amendment No. 3 to Professional Services Agreement, not to exceed \$12,805, between County of Plumas and Stantec Consulting Services, Inc., for "On-Call Environmental/CEQA & NEPA services" for preparation of a Sierra Nevada Yellow-Legged Frog and Foothill Yellow-Legged Frog Survey Training Program; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No. 6 to Professional Services Agreement, not to exceed \$66,620, between County of Plumas and Stantec Consulting Services, Inc., for "On-Call Environmental/CEQA & NEPA services" for the Lights Creek Bridge Rehabilitation Project; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Amendment No. 7 to Professional Services Agreement, not to exceed \$69,837, between County of Plumas and Stantec Consulting Services, Inc., for "On-Call Environmental/CEQA & NEPA services" for the Belden Bridge Painting and Scour Project; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign Professional Services Agreement, not to exceed \$3,410, between County of Plumas and Vestra Resources, Inc. for preparation of updated Storm Water Pollution Prevention Plan and related storm water monitoring report for the County's Willow Creek Pit; approved as to form by County Counsel [View Item](#)
- 5) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Solid Waste Program Manager, created by resignation [View Item](#)

2. DEPARTMENTAL MATTERS

A) ENVIRONMENTAL HEALTH – Jerry Sipe

Presentation of Annual Report on Environmental Health Programs and Activities; discussion and possible action to receive the Annual Report [View Item](#)

B) BECKWOURTH COUNTY SERVICE AREA – Robert Perreault

Authorize the Manager of Beckwourth CSA to revise the monthly rate for property located at 91 Beckwourth Genesee Road from \$133.50 per month to \$44.50 per month; and refund sewer fee overpayments from January 2018 to present; discussion and possible action [View Item](#)

3. BOARD OF SUPERVISORS

- A. Adopt **ORDINANCE**, first introduced on February 5, 2019, amending Article 6, of Chapter 4 of Title 2 of the Plumas County Code relating to the County Administrative Office and County Administrator. **Roll call vote** [View Item](#)
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

PLUMAS COUNTY BOARDS, COMMISSIONS AND COMMITTEES

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

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

4. BOARD OF SUPERVISORS

Presentation by Susan Scarlett, Budget Consultant of FY 2018-2019 Mid-Year Budget; discussion and possible action

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Claim against the County of Plumas filed by Jack Hannaleck on December 31, 2018 [View Item](#)
- B. Conference with Legal Counsel: Claim against the County of Plumas filed by Bron Craghead on January 14, 2019 [View Item](#)
- C. Conference with Legal Counsel: Claim against the County of Plumas filed by Gary Wayne Clark on January 25, 2019 [View Item](#)
- D. Personnel: Public employee performance evaluation – Behavioral Health Director
- E. Personnel: Public employee performance evaluation – Environmental Health Director (Board only)
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 5, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.



Office of the Sheriff

Office of Emergency Services

141

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: January 24, 2019

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood *TJ*

RE: Agenda Items for the meeting of February 5, 2019

It is recommended that the Board:

Approve supplemental budget request in the amount of \$6,000.00 for the Every 15 Minutes program to be held at Quincy High School.

Background and Discussion:

A \$6,000.00 supplemental budget is requested for the Sheriff's Office to implement the Every 15 Minutes program. Expenditures for this program will be offset by revenue from the California Highway Patrol.

The Every 15 Minutes program is a two day event involving high school juniors and seniors that challenges them to think about drinking, personal safety, and the responsibility of making mature decisions concerning drinking and driving. This cooperative program involving schools, law enforcement, and the community is designed to prevent teenage drunk driving injuries and fatalities.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Every 15 Minutes Dept. No: 70340 Date: 1/24/2019

Dept. No: 70340

Date 1/24/2019

The reason for this request is (check one): **Approval Required**

Reason for this request is (check one):		Approval Req
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

TRANSFER TO GR 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.

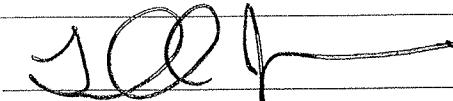
A) Supplemental budget request for Every 15 Minutes

B) N/A

C) N/A

D) Every 15 Minutes program is tentative each year

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.



Office of the Sheriff

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

1/12

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: **February 5th, 2019**
TO: **Honorable Board of Supervisors**
FROM: **Sheriff Gregory Hagwood 1/12**
RE: **Agenda Items for the meeting of February 19th, 2019**

It is recommended that the Board:

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

Background and Discussion:

The Sheriff's Office has been receiving funding from the OHV Division of Calif. State Parks and Recreation for more than 20 years. This resolution is a yearly process necessary for continued funding through the state for the Sheriff's Office OHV program.

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

Approved as to form by County Counsel.

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

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

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

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

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

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

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

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

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

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

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board



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: JANUARY 30, 2019
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: AGENDA ITEM FOR FEBRUARY 12, 2019 CONSENT AGENDA
RE: APPROVAL TO FILL AN UPCOMING VACANCY IN THE ELIGIBILITY SPECIALIST
SERIES IN THE DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill an upcoming vacancy in the Eligibility Specialist Supervisor series following the retirement of the incumbent on February 28, 2019.

Background and Discussion

The Department of Social Services has been notified that an incumbent employee in the class of Eligibility Specialist Supervisor will retire from her position with the Department effective February 28, 2019. As is shown on the enclosed Table of Organization, the Eligibility Specialist Supervisor is the supervisor for a unit of seven Eligibility Specialists and a lead Eligibility Specialist. The staff in this unit processes applications and continuing eligibility 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. Depending upon how recruitment goes for the position, it could be that there will be a short overlap period.

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 adopted County budget.

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

Enclosures (2)

Position Classification: Eligibility Specialist Supervisor

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description:

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

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

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

Reason for the Vacancy: The reason for this vacancy is because the incumbent will be leaving county service effective February 28, 2019..

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Eligibility Specialist Supervisor

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

Answer: Yes. CalFRESH (Foodstamps), Medi-Cal and CMSP are state mandated/county administered public assistance programs. The Eligibility Specialist Supervisor provides supervisory oversight for employees performing these functions.

- 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 becomes vacant effective February 28, 2019.

- 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 – that is supervisory oversight is a feature of the unit designated organizational structure. 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 a first line supervisor with oversight responsibility for the staff that performs eligibility determinations for CalFRESH, Medi-Cal and CMSP.

- 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 perform this work and Realignment dollars will be disbursed to cover the allocated overhead for 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.

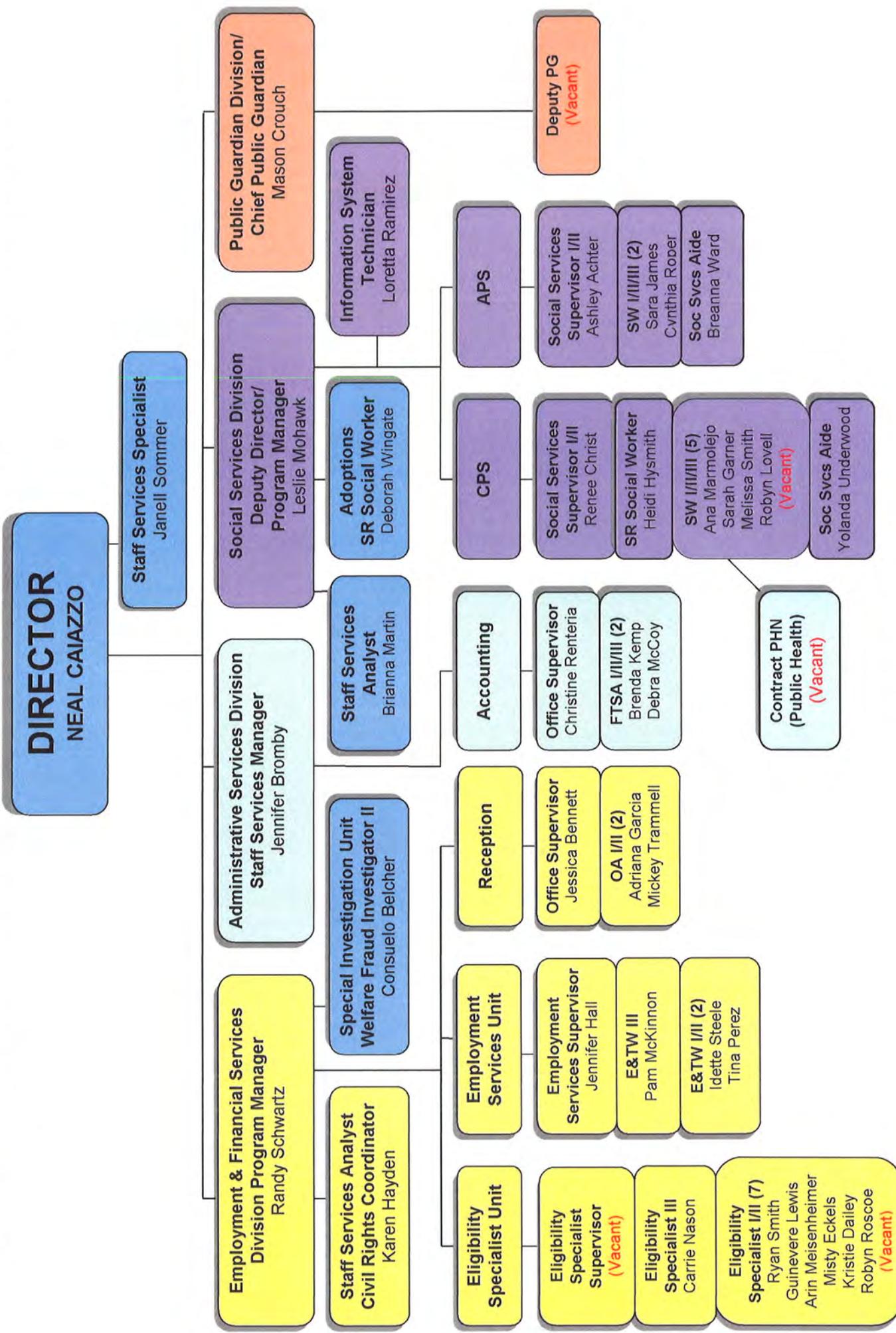
- Does the budget reduction plan anticipate the elimination of any of the requested positions?

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.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



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: February 1, 2019

To: Honorable Board of Supervisors

From: Tony Hobson, Behavioral Health Director

Agenda: Consent Item for February 19, 2019 BOS Meeting

Item Description: Approve and authorize payment of an invoice in the amount of \$5,208.36 to Plumas Crisis Intervention and Resource Center for December 2018 operating costs associated with Plumas County Behavioral Health Wellness Centers

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize payment of an invoice in the amount of \$5,208.36 to Plumas Crisis Intervention and Resource Center for the Plumas County Behavioral Health Wellness Centers December 2018 operating costs.

Background and Discussion: Plumas County Behavioral Health staff provide clinical services, wellness activities, and resource support at the Chester and Greenville Wellness Centers.

PCIRC pays costs associated with the Wellness Center operations in Chester and Greenville, including rent, utilities, phones, and consumables. There will be one final upcoming payment for the January 2019 invoice.

No General Fund monies will be used for this purpose; this payment is supported solely using Mental Health Services Act (MHSA) Community Services and Supports (CSS) funds. These costs are included in the department's MHSA FY18-19 budget.

Thank you.

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: February 19, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director 

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Systems Analyst or Information Systems Technician.

Recommendation

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Systems Analyst or Information Systems Technician in Department 70570. This position was approved and funded in the 2018-2019 budget.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Systems Analyst or Information Systems Technician position which was vacated due to a promotion. The position was approved and funded in the 2018-2019 budget.

This 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 positions outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED in 18-19 BUDGET

1 FTE Behavioral Health Systems Analyst or Information Systems Technician

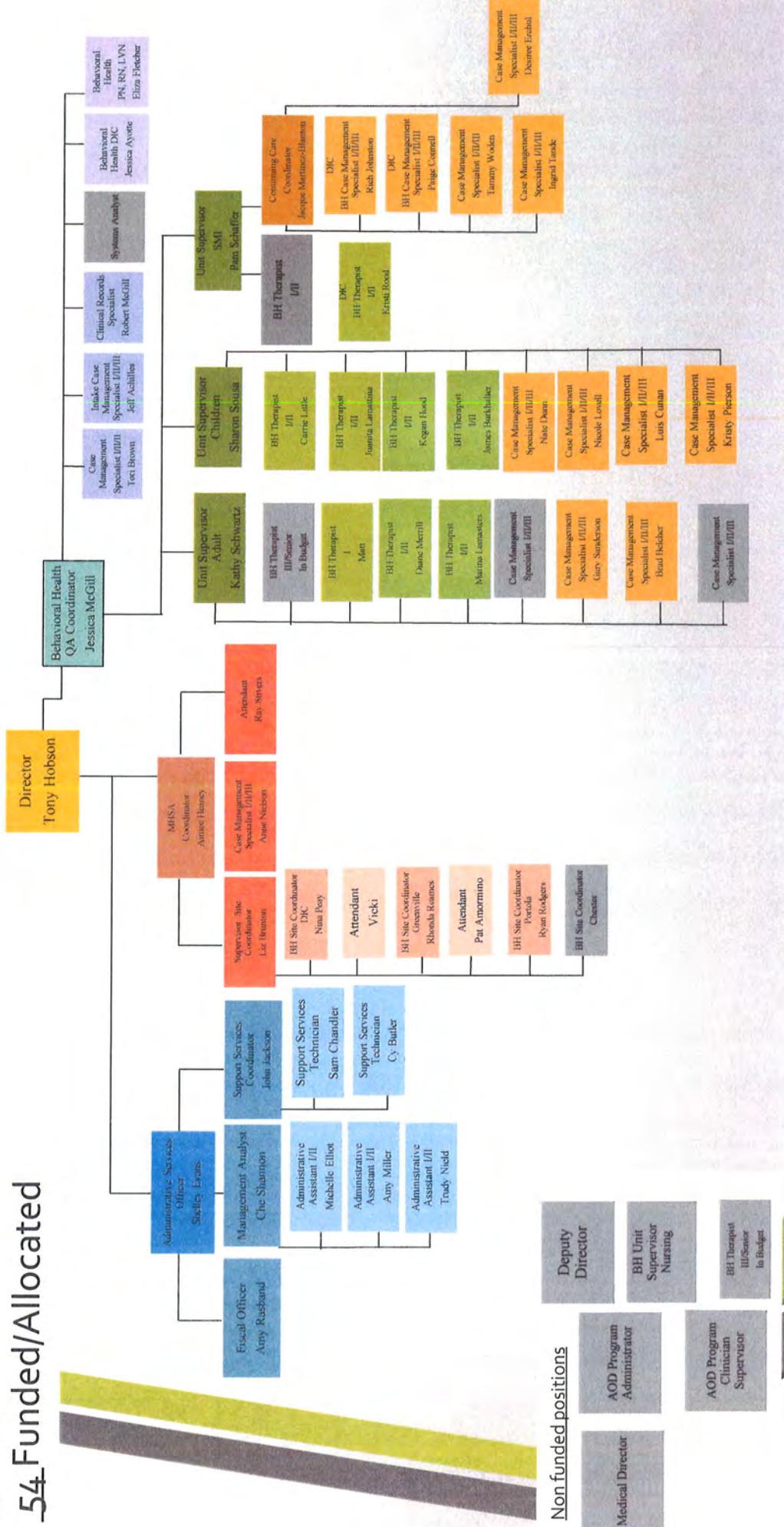
- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to keep clinical record-keeping, program compliance data, and billing for services at a good level and in compliance with governmental regulations.**
- Why is it critical that this position be filled at this time? **Dependence on IT systems for the operation of the Department, and the existence of a current void in IT services and support.**
- How long has the position been vacant? **The most recent employee was promoted on 1/31/2019.**
- Can the department use other wages until the next budget cycle? **This position was funded in the 2018-2019 budget.**
- What are staffing levels at other counties for similar departments and/or positions? **Variable, depending on the size of the department.**
- What core function will be impacted without filling the position prior to July 1? **Billing; mandated record-keeping; and continuous IT support at Annex and Wellness Centers.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Loss of revenue; risk of being out of compliance with regulations.**
- 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? **No impact is expected as funding is secure and ongoing.**
- 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? **No General Fund support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses, long-term hospitalizations, and future MHSA program development. Some reserves have been used in the past 3 budget years and financial reductions are currently a priority for sustainability.**

74 Approved Positions

6 Vacant

54 Funded/Allocated

Plumas County
Behavioral Health Department
June 2018



**RESOLUTION TO AMEND FISCAL YEAR 2018/2019 POSITION ALLOCATION FOR
BEHAVIORAL HEALTH DEPARTMENT #70570, #70571, # 70570**

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, the Behavioral Director has requested to flexibly allocate 1.0 FTE for job classification Behavioral Health Systems Analyst or Information System Technician; and

WHEREAS, the position is necessary in the daily operational needs of the Behavioral Health Department; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the County's Position Allocation to flexibly allocate 1.0 FTE for either a Behavioral Health Systems Analyst or Information System Technician for the Behavioral Health Department #70570; and

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

Approve the amendment to Fiscal Year 2018/2019 Position Allocation flexibly allocating the following classifications:

<u>Current Behavioral Health Department</u>	<u>FTE</u>
Behavioral Health Systems Analyst #70570	0.75
Behavioral Health Systems Analyst #70571	0.20
Behavioral Health Systems Analyst #70575	0.05

<u>Proposed Behavioral Health Department</u>	<u>FTE</u>
Behavioral Health Systems Analyst, OR #70570	0.75
Information System Technician	
Behavioral Health Systems Analyst, OR #70571	0.20
Information System Technician	
Behavioral Health Systems Analyst, OR #70575	0.05
Information System Technician	

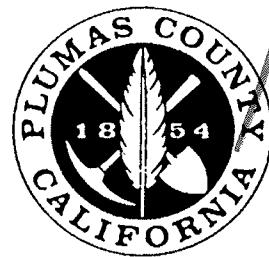
The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 19th day of February, 2019 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chair, Board of Supervisors

BOARD OF SUPERVISORS

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



February 19, 2019

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

Attention: Permits Engineer

Subject: Encroachment Permit Request

INDIAN VALLEY CHAMBER OF COMMERCE

- **GOLD DIGGER DAYS PARADE:** July 20, 2019 beginning at 10:30 a.m. to 12:00 p.m.
- **VETERANS DAY PARADE:** November 11, 2019 beginning at 10:30 a.m. to 12:00 p.m.

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

Sincerely,

Michael Sanchez, Chair

Cc: Plumas County Director of Public Works



PRESS RELEASE

INDIAN VALLEY CHAMBER OF COMMERCE
408 MAIN STREET
P.O. BOX 516
GREENVILLE, CALIFORNIA 95947
530.284.6633

**STATE HIGHWAY STREET CLOSURE- HWY. 89- MAIN STREET- GREENVILLE,
CALIFORNIA 95947**

- 1. GOLD DIGGER DAYS- JULY 20, 2019 - PARADE- 10:30 A.M.-NOON.**
- 2. VETERANS DAY PARADE- NOVEMBER 11, 2019 - 10:30 A.M.- NOON.**

THANKS SO MUCH.
JEFF TITCOMB
TREASURER / IVCC

www.indianvalleychamber.org
indianvalleychamber@frontiernet.net
luketitcomb@gmail.com

Plumas County Department of Information Technology



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

David M. Preston
Information Systems Manager

DATE: February 19, 2019
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF FEBRUARY 19, 2019 RE:
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

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

Background and Discussion:

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

Vendor	Description	Amount
ESRI	ArcGIS Mapping Software Support	\$ 13,000.00

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



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

IFI

Date: January 29, 2019

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for February 19, 2019

Recommendation: Approve submission of a Grant Application to the County Medical Services Program (CMSP) Governing Board for CMSP Health Systems Development Grant Program.

Background Information: The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer with the option of contracting back with California Department of Health Services (DHS) to provide health care services to indigent adults.

With the CMSP Health Systems Development Grant Program, the CMSP Governing Board seeks to support local health care systems in CMSP counties develop and implement strategies to reduce barriers between health care providers and systems and promote collaboration and system linkages that facilitate effective delivery of health care services to enrolled CMSP members and potential CMSP members, and to additionally assist other persons receiving publicly funded health coverage.

Under the Program, applicants may seek one-time funding of up to \$300,000 over three years for development of health systems linkages across health care providers and/or across the health and behavioral health systems serving CMSP and potential CMSP members. Funding is intended to support activities that can be completed in a maximum of 36 months. Efforts funded by the grants must target persons eligible for or potentially eligible for CMSP, but may also additionally contribute to improvements for populations served by other publicly funded health care programs, such as Medi-Cal. Applicants may apply for grants for a county-wide strategy or a regional strategy that incorporates two or more CMSP counties.

Grants may support CMSP county-specific or multi-county efforts to expand access to care for primary care, specialty care and/or behavioral health services, coordinate and/or integrate health and behavioral health care service systems, and strengthen the overall health care delivery system in the county across a range of health and behavioral health providers.

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



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

IF2

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Item for February 19, 2019

Recommendation: Authorize and direct the Director of Human Resources to recruit for a 1.0 FTE Health Education Coordinator I position by County Promotion. This position is vacated due to resignation.

Background Information: Public Health is currently allocated 1.0 FTE for the position of Health Education Coordinator I/II. The Public Health Agency Budget fully funds salary and benefits for this position. No county general funds are required since these positions are fully funded through programs within the Public Health Agency.

The Health Education Coordinator I position is responsible for organization, coordination, and implementation and conducts a variety of public Health Education programs and related health services, public information programs, health promotion, and prevention programs.

It is critical that this position be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to public health clients.

The Critical Staffing Request is attached for your review.

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

CRITICAL STAFFING COMMITTEE
REQUEST FORM

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

DATE OF REQUEST: February 8, 2019

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 70560, 1.00 FTE

POSITION TITLES: 1.0 FTE Health Education Coordinator

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

1.0 FTE Health Education Coordinator I/II This position became vacant on December 28th and is responsible for organization, coordination, implementation, and conducts a variety of public health education programs and related health services, public information programs, health promotion, prevention programs.

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

All positions are budgeted and funded in the current year.

No

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

N/A

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

Lack of compliance, billing and administration are all results of the vacancies. The negative impacts to our agency will exacerbate as the vacancies continue.

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

Not filling the HEC I/II position will cost PCPHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families, children, and seniors.

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

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

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

No.

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

No.

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

N/A. The position requested is fully funded by contract for the 18-19 fiscal year. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

FY 14/15 Total Cash Reserves \$563,802

FY 15/16 Total Cash Reserves \$565,687

FY 16/17 Total Cash Reserves \$569,172



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

1F3

Date: February 11, 2019

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Item for February 19, 2019

Item Description/Recommendation: Approve the attached Resolution to accept Standard Agreement #15-11068 Amendment A02 from the California Department of Public Health, Office of AIDS for various HIV/AIDS services, and authorize the Director of Public Health to sign the Standard Agreement.

Background Information: As the Board may recall, Plumas County Public Health Agency has had a contract with the State Department of Health Services, Office of AIDS for various HIV/AIDS related services and prevention activities for many years. The Standard Agreement includes a Memorandum of Understanding for each of the two HIV/AIDS Programs. The Programs include; HIV/AIDS Surveillance Program and the HIV Care Program.

The term of the Standard Agreement is from April 1, 2016 through March 31, 2019 in the total amount of \$660,250.00.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\AIDS-Standard Agreement A02 FY 16-19-Resolution.doc

RESOLUTION NO. 19-_____

A RESOLUTION TO APPROVE AND ACCEPT STANDARD AGREEMENT NUMBER 15-11068 AMENDMENT NUMBER A02 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS FOR FUNDING FOR VARIOUS HIV/AIDS PROGRAMS.

WHEREAS, PCPHA will provide anonymous and confidential HIV Counseling and Testing services to individuals with perceived risk for HIV;

WHEREAS, PCPHA will provide HIV Care Program and to ensure the provision of the HIV care services;

WHEREAS, PCPHA will provide HIV/AIDS Case Surveillance activities to identify ongoing patterns of infection and to measure burden of disease;

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

1. Approve Standard Agreement 15-11068 Amendment Number A02 from the California Department of Public Health, beginning April 1, 2016 through March 31, 2019 and in the amount of \$600,250.00.
2. Authorize the Director of Public Health to sign standard agreement and execute subsequent documents and amendments pertaining to Standard Agreement Number 15-11068.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 19th day of February 2019, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

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 February 19, 2019 meeting of the Plumas County Board of Supervisors

Date: February 11, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize Execution of Amendment No. 3 to Professional Services Agreement for "On-call Environmental/CEQA & NEPA Services for Preparation and Performance of a Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Survey Training Program", in the amount of \$12,805.31, to facilitate implementation of a County-wide Routine Maintenance Agreement with the Department of Fish & Wildlife

Project Background:

The Plumas County Department of Public Works (County) is required to perform regular routine maintenance of storm drainage facilities and water crossings at approximately 168 locations throughout the County, generally within or adjacent to County roads. Many of the drainages are classified as streams by the California Department of Fish and Wildlife (CDFW). As such, CDFW requires a Lake and Streambed Alteration Agreement (LSAA) before allowing maintenance activities to commence.

Many of the County's stormwater drainage facilities are adjacent to streams that are suitable habitat for the Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog. CDFW requires a survey to determine the absence or presence of these species in order to avoid a "take" of species identified under the Federal Endangered Species Act and California Endangered Species Act, prior to the issuance of a LSAA. Public Works staff is seeking to become authorized to perform these surveys so that maintenance activities can be performed more expeditiously.

Amendment No. 3 authorizes Stantec Consulting Services, Inc., who is presently under contract with the County for on-call environmental and CEQA/NEPA services, to perform the above tasks in support of this training program for a total cost of \$12,805.31.

The attached Amendment No. 3 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

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 Amendment No. 3 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental/CEQA & NEPA Services for Preparation and Performance of a Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Survey Training Program to facilitate implementation of a County-wide Routine Maintenance Agreement with the Department of Fish & Wildlife in the amount of \$12,805.31.

Attachment: Amendment No. 3 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Environmental/CEQA & NEPA Services
For CEQA Documentation for Lake and Streambed Alteration Agreement
For
Preparation and Performance of a Sierra Nevada Yellow-legged Frog and
Foothill Yellow-legged Frog Survey Training Program

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and Stantec Consulting Services, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 19-002, is hereby amended as follows:

Project Background

The Plumas County Public Works Department (County) is required to perform regular routine maintenance of storm drainage facilities and water crossings at approximately 168 locations throughout the County, generally within or adjacent to County roads. Many of the drainages are classified as streams by the California Department of Fish and Wildlife (CDFW). As such, CDFW may require a Lake and Streambed Alteration Agreement (LSAA) before allowing maintenance activities to commence.

Many of the County’s storm drainage facilities are adjacent to streams that are suitable habitat for the Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog. CDFW requires a survey to determine the absence or presence of these species in order to avoid a “take” of species identified under the Federal Endangered Species Act and California Endangered Species Act, prior to the issuance of a LSAA. Public Works staff is seeking to become authorized to perform these surveys so that maintenance activities can be performed more expeditiously.

Scope of Work

The Scope of Work shall include Tasks 1 through 3 as set forth in the Scope of Work, which is attached hereto as Exhibit “A” and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit “B” and incorporated herein by reference. The cost of the project is Twelve Thousand, Eight Hundred and Five Dollars and Thirty-One Cents (\$12,805.31).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County’s receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

____ Consultants Initials

____ County Initials

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

* Signatures on next page *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by and through their respective authorized officers, as of the date first above written.

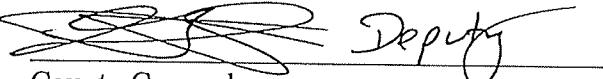
COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

 _____
County Counsel

Date: 1/17/19

CONCURRENCE BY:

County Purchasing Officer

Date: _____

CONSULTANT:

STANTEC CONSULTING SERVICES, INC.

Signature
Timothy A. Reilly, Principal

Date: _____

Signature
Wirt Lanning, Principal

Date: _____

Taxpayer ID Number – 11-2167170

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Project Schedule

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT
Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Training
Program – Channel Maintenance Project Activities
October 17, 2018

EXHIBIT A
Scope of Work

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting the preparation and implementation of a survey training program (program) for conducting pre-maintenance activity inspections for nesting birds and roosting bats, and visual encounter surveys (VES) for Sierra Nevada yellow-legged frog and foothill yellow-legged frog to facilitate compliance with a Lake and Streambed Alteration Routine Maintenance Agreement from California Department of Fish and Wildlife (CDFW).

Assumptions

The following scope of work, cost estimate, and completion schedule are based on the following assumptions:

1. The program will be designed to avoid "take" of listed species as defined under Federal Endangered Species Act and California Endangered Species Act. Survey methods requiring handling of wildlife including birds, bats, and adult frogs or other amphibian life stages (e.g., tadpoles) will not be included in the program.
2. The program will comply with the provisions of the federal Migratory Bird Treaty Act (MBTA) and California Fish and Game Code 3513.
3. The program will include a classroom session and field outing with County staff and CDFW (pending availability). The field outing will include visiting one historical or currently occupied Sierra Nevada yellow-legged frog or foothill yellow-legged frog site and one site proposed for routine maintenance identified in the *County-Wide Routine Maintenance Program Plumas County, California - Desktop-Level Biological Resources Screening* (North State Resources, Inc. 2017).
4. Copies of the program will be provided in electronic format (i.e., PDF); no hard copies will be provided.

Task 1: Prepare a Survey Training Program

To prepare the program, Stantec will complete the following:

- Review relevant survey protocols including:
 - Visual Encounter Survey Protocol for *Rana Boylii* in Lotic Environments (Peek et al. 2017)
 - A Standardized Protocol for Surveying Aquatic Amphibians (Fellers and Freel 1995)
 - CDFW Aquatic Invasive Species Disinfection/Decontamination Protocols (CDFW 2012)



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Training Program – Channel Maintenance Project Activities

October 17, 2018

- Review the following background information:
 - County-Wide Routine Maintenance Program Plumas County, California - Desktop-Level Biological Resources Screening (North State Resources, Inc. 2017)
 - California Amphibian and Reptile Species of Special Concern (Thompson et al. 2016)
 - Field Guide to Amphibians and Reptiles of California (Stebbins et al. 2012)
 - A Field Guide to Western Reptiles and Amphibians, 3rd Edition (Stebbins 2003)
 - Sierra Nevada Yellow-Legged Frog Monitoring HFQLG Pilot Project Area Plumas and Tahoe National Forests (Foote et al. 2013)
 - Sibley Birds West: Field Guide to Birds of Western North America (Sibley 2016)
 - Peterson Field Guide to Mammals of North America: Fourth Edition (Reid 2006)
 - Western Bat Working Group website
 - California Bat Mitigation Techniques, Solutions, and Effectiveness (H. T. Harvey and Associates (2004)
 - The California Natural Diversity Database; and
 - Other available scientific literature and technical studies

A draft program providing methods for performing inspections and VES including timing of field work and documenting results. The draft program will also include a general review of common birds of Plumas County; will cover the identifying characteristic of bat, and frog and toad species (Order Anura) known to occur in Plumas County including their habitat requirements along with photographs of the species; and will include field gear decontamination procedures to prevent spread of invasive species. Electronic copy of the draft program for County and CDFW review and comment; electronic copy of final program.

Task 2: Coordination and Technical Assistance

Up to 12 hours of Stantec technical staff time to provide additional services (as directed by the County) including but not limited to: contacting the U.S. Forest Service Plumas National Forest to seek support in performing field visits to historical or currently occupied Sierra Nevada yellow-legged frog site(s); attending or hosting conference call(s) with the County and CDFW to discuss the program or implementation of the program.

Task 3: Provide Survey Training Program

Up to two (2) Stantec technical staff will provide the program to County staff. The program will include a classroom session and field visit to a historical or currently occupied Sierra Nevada yellow-legged frog or foothill yellow-legged frog site. The field effort will also include visiting a site proposed for routine maintenance identified in the County-Wide Routine Maintenance Program Plumas County, California – Desktop-Level Biological Resources Screening (North State Resources, Inc. 2017). The survey training program is anticipated to take one (1) eight- (8) hour day to complete.



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Training Program – Channel Maintenance Project Activities
October 17, 2018

EXHIBIT B
Fee Schedule

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Twelve Thousand Eight Hundred and Five Dollars and Thirty-One Cents (\$12,805.31). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the following cost spreadsheet. Cost by task is summarized below:

Task	Cost
Task 1: Prepare a Survey Training Program	\$6,372.08
Task 2: Coordination and Technical Assistance	\$1,669.39
Task 3: Provide Survey Training Program	\$4,763.84



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Training Program – Channel Maintenance Project Activities
October 17, 2018

EXHIBIT C
Project Schedule

Stantec will initiate the background data review and develop a draft program within four (4) weeks of authorization to proceed. Final program will be provided within two (2) weeks of receipt of comments on the draft program. Task 2 will be performed as needed through the duration of the contract. Task 3 will be performed within eight (8) weeks of completion of final program pending County staff availability.



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 February 19, 2019 meeting of the Plumas County Board of Supervisors

Date: February 11, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: **Authorize Execution of Amendment No. 6 to Professional Services Agreement for "On-call Environmental/CEQA & NEPA Services" for the "Lights Creek Bridge Rehabilitation Project" in the amount of \$66,620.38.**

Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Lights Creek Bridge (#9C-0012) Rehabilitation Project. The project site is located on County Road 112 (North Valley Road), over Lights Creek, adjacent to the intersection with Diamond Mountain Road and north of Taylorsville. Locally, the road is sometimes referred to as Deadfall Lane. The steel truss will be retained and its service life extended by blasting, cleaning, and painting all steel elements. The concrete bridge deck will be cleaned and treated with methacrylate or polyester concrete overlay. The roller bearings and abutment seats will be cleaned and the roller bearings at Abutment 3 reset. Resetting the bearings will require temporary bridge closure while the bridge is jacked. Jacking activities require equipment in the channel, underneath the bridge. Minor preventative maintenance repairs are required to steel elements of the truss and both abutments require appropriate scour countermeasures. Proposed scour countermeasures are likely to a temporary road detour utilizing a temporary culvert placed in the creek channel under the bridge will be considered. Staging areas are available adjacent to the project on flat pasture lands.

The project is federally-funded through the Highway Bridge Program (HBP), which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

The Scope of Work shall include Tasks 1 through 8, with optional tasks identified in the Scope of Work, which is attached to the attached contract as Exhibit "A". All optional tasks will be performed under written authorization from the Department of Public Works.

The attached Amendment No. 6 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 6 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental/CEQA & NEPA Services for the Lights Creek Bridge Rehabilitation Project in the amount of \$66,620.38.

Attachment: Amendment No. 6 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

AMENDMENT NO. 6
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Environmental/CEQA & NEPA Services
For CEQA Documentation for Lake and Streambed Alteration Agreement
For
Lights Creek Bridge Rehabilitation Project
Environmental Services Support

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and Stantec Consulting Services, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 19-002, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Lights Creek Bridge (#9C-0012) Rehabilitation Project. The project site is located on County Road 112 (North Valley Road), over Lights Creek, adjacent to the intersection with Diamond Mountain Road and north of Taylorsville. The steel truss will be retained and its service life extended by blasting, cleaning, and painting all steel elements. The concrete bridge deck will be cleaned and treated with methacrylate or polyester concrete overlay. The roller bearings and abutment seats will be cleaned and the roller bearings at Abutment 3 reset. Resetting the bearings will require temporary bridge closure while the bridge is jacked. Jacking activities require equipment in the channel, underneath the bridge. Minor preventative maintenance repairs are required to steel elements of the truss and both abutments require appropriate scour countermeasures. Proposed scour countermeasures are likely to a temporary road detour utilizing a temporary culvert placed in the creek channel under the bridge will be considered. Staging areas are available adjacent to the project on flat pasture lands.

The project is federally-funded through the Federal Statewide Transportation Improvement Program (FSTIP), which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

Scope of Work

The Scope of Work shall include Tasks 1 through 8, with optional tasks identified in the Scope of Work, which is attached hereto as Exhibit “A” and incorporated herein by this reference. All optional tasks will be performed under written authorization from the Department of Public Works.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Sixty-Six Thousand, Six Hundred Twenty Dollars and Thirty-Eight Cents (\$66,620.38).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

* Signatures on next page *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 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:



Gretchen Stuhr

Date: 2/1/19

Deputy County Counsel

CONCURRENCE BY:

Michael Sanchez, Chair
Board of Supervisors

Date: _____

CONSULTANT:
STANTEC CONSULTING SERVICES, INC.

Signature
Timothy A. Reilly, Principal

Date: _____

Signature
Wirt Lanning, Principal

Date: _____

Taxpayer ID Number – 11-2167170

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Project Schedule

**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT
Lights Creek Bridge Rehabilitation Project – Environmental Services
Support
November 5, 2018**

**EXHIBIT A
Scope of Work**

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Lights Creek Bridge (#9C-0012) Rehabilitation Project. The project site is located on County Road 112 (North Valley Road), over Lights Creek, adjacent to the intersection with Diamond Mountain Road and north of Taylorsville. The steel truss will be retained and its service life extended by blasting, cleaning, and painting all steel elements. The concrete bridge deck will be cleaned and treated with methacrylate or polyester concrete overlay. The roller bearings and abutment seats will be cleaned and the roller bearings at Abutment 3 reset. Resetting the bearings will require temporary bridge closure while the bridge is jacked. Jacking activities require equipment in the channel, underneath the bridge. Minor preventative maintenance repairs are required to steel elements of the truss and both abutments require appropriate scour countermeasures. Proposed scour countermeasures are likely to a temporary road detour utilizing a temporary culvert placed in the creek channel under the bridge will be considered. Staging areas are available adjacent to the project on flat pasture lands.

The project is federally-funded through the Federal Statewide Transportation Improvement Program (FSTIP), which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans. Based on the findings presented in the signed Preliminary Environmental Studies (PES) form provided by the County, Stantec will complete the following tasks.

Task 1: Prepare Natural Environment Study Report – Minimal Impacts

Stantec will prepare a Natural Environment Study – Minimal Impacts (NES-MI) report in accordance with the Caltrans Standard Environmental Reference (SER) (Chapter 14) and that utilizes the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES-MI report will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES-MI report will entail:

- Review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status plant and animal species within the project vicinity (approximately 5 miles), and review an official plant and animal species list obtained from the U.S. Fish and Wildlife Service (USFWS) and Plumas National Forest (Sensitive Species List).



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Lights Creek Bridge Rehabilitation Project – Environmental Services Support
November 5, 2018

- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and USFWS, as necessary;
- a reconnaissance-level field investigation, including an assessment of habitat for jurisdictional waters and special-status wildlife, including nesting raptors and roosting bats;
- conduct a single-visit botanical survey in the spring of 2019 for special-status plant species within the BSA;
- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious and invasive weed species populations will be discussed and evaluated in the NES-MI to ensure that the project complies with Federal Executive Order 13112 (Invasive Species)
- based on project site plans and wetland impact calculations provided by the County, Stantec will evaluate temporary impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, Stantec will prepare an NES-MI report. An internal draft NES-MI will be submitted for review by the County. Once County comments are addressed, Stantec will then finalize and submit the revised NES-MI report to Caltrans for approval. Stantec will address comments provided by Caltrans and submit a final NES-MI report for review and approval.

Deliverables: One (1) electronic copy (PDF) of draft NES-MI report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft NES-MI report; three (3) hard copies and an electronic copy (PDF) of the final NES-MI report

Meeting(s): Not Applicable

Task 2: Conduct Wetland Delineation

Stantec will conduct a delineation of waters of the United States, including identification of the ordinary high-water mark of Lights Creek, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, Stantec will perform a routine delineation within the study area and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. Following incorporation of comments provided by the County, Stantec will submit the delineation report to Caltrans District 2 Local Assistance for review and approval. Following approval by Caltrans, Stantec will submit final copies (in electronic format) to the County. If requested by the County, Stantec will submit the delineation report to Corps (Sacramento District) for



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verification. Stantec will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.

Deliverables: One (1) electronic copy (PDF) of draft wetland delineation report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft wetland delineation report; three (3) hard copies and an electronic copy (PDF) of the final wetland delineation report

Meeting(s): Field verification visit with Corps at project site, if requested

Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report

Far Western Anthropological Research Group, Inc. (Far Western), as a subcontractor to Stantec, will prepare an Archaeological Survey Report (ASR) / Historic Property Survey Report (HPSR). This task is comprised of the following: development of an Area of Potential Effects (APE); literature and documentary research; Native American consultation; assessment of the potential for buried archaeological resources; pedestrian survey of the APE; and preparation of an Archaeological Survey Report (ASR) and a Historic Properties Survey Report (HPSR).

Development of the Area of Potential Effects - Far Western will aid in the definition of the archaeological APE in consultation with the client, based on their digital data. The archaeological APE will need to include all vertical and horizontal areas subject to ground disturbance, including buried utility lines, access roads, or staging locations that are being constructed or improved for the project. It will also include the full boundaries of any identified cultural sites. The cultural resources inventory will proceed only when Caltrans has approved the APE thus avoiding the need for additional time and funds should the APE change after the archaeological study has begun (or been completed).

Record Search and Literature Review - Far Western will request a records search including a review of site records, survey reports, National and California register listings, as well as other relevant documents from the Northeast Information Center of the California Historical Resources Information System, California State University, Chico. The area of study will be the APE plus a one-quarter-mile buffer. The review will provide information on whether any portions of the project area have been recently surveyed, and whether any previously recorded resources exist within the study area.

Native American Coordination - Far Western will coordinate consultation efforts with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, including letters and maps describing the project, and follow-up calls.

Pedestrian Survey - A pedestrian survey will be conducted by a crew of two archaeologists who will inventory, in transects no greater than 15 meters apart, all safely accessible portions of the APE. The crew will also examine any exposed soils for evidence of cultural materials; record any undocumented resources; and revisit and, if necessary, update any previously recorded resources using GPS equipment for precise locational mapping. Resources will be recorded on Department of Parks and Recreation 523 Forms. For the purposes of this proposal, Far Western assumes that no previously recorded or unrecorded archaeological resources will be identified within the APE. Should resources be identified, Far Western archaeological crew will take notes, photos, and GIS shapefiles of the archaeological materials in the field.



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) - Far Western will prepare an ASR to Caltrans standards (i.e., Caltrans Environmental Handbook Volume 2 for Cultural Resources). The report will develop environmental and cultural contexts for the project region; document records search findings and consultation efforts with the Heritage Commission and local Native American groups/individuals; and describe field methods and results. In addition, Far Western will complete an HPSR that summarizes the study findings.

OPTIONAL - Assessment of the Potential for Buried Archaeological Resources - Pedestrian survey methods are often ineffective for identifying the location of buried archaeological resources, (i.e., sites buried by naturally deposited sediments or deposits of artificial fill). As it is the responsibility of archaeologists to account for the entire archaeological record, it is important to assess both the large- and small-scale effects of landscape evolution to help ensure that the potential for buried sites is considered. As such, Far Western will review geologic maps of the area to study landform changes and determine potential sensitivity for buried resources within the APE, if necessary. The County and Stantec will provide Far Western a detailed description of proposed project impact depths to ensure that accuracy of this assessment.

Deliverables: One (1) electronic copy (PDF) of draft ASR/HPSR; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft ASR/HPSR; three (3) hard copies and an electronic copy (PDF) of the final ASR/HPSR

Meeting(s): Not Applicable

Task 4: Conduct Initiate Site Assessment

Lawrence & Associates (L&A), as a subcontractor to Stantec, will conduct an Initial Site Assessment (ISA). The ISA will be conducted to evaluate the potential for hazardous materials and if hazardous materials are found, the materials will each be evaluated as a hazardous waste impact on the proposed project. The ISA will be supplemented by a records review conducted in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ISA will include (at a minimum):

The Phase I Environmental Site Assessment (ESA) component of this assessment will be prepared in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The Phase I ESA will include reporting the results of the following (at a minimum):

- Review of environmental records from:
 - Environmental databases and
 - State and local agency records;
- Review of historical use of the project site and encroaching parcels, including records, maps, and aerial photographs;
- Site reconnaissance of the project site, observing:
 - Uses,
 - Topography, hydrology, and geology,
 - Presence of hazardous substances and petroleum products, including tanks, odors, discoloration, pools of liquid, drums, and other containers;



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- Interviews with owners, occupants, and local government officials; and
- Compilation of all information into reports, including narrative, maps, historical information, proximity to significant contaminated sites, and other findings and conclusions. The ESA for the site will address environmental-related activities documented at adjoining and other vicinity properties.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in structure construction. This evaluation will include:

- Lead-Based Paint - Paint on structures may contain lead. Based on the size of the project and construction history, an appropriate quantity of samples may be collected analyzed using EPA 7000B/3050B for total lead. Specifications for management and removal of structure paint are included in this scope of work and will be prepared if it is determined that lead is present. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Thermoplastic/Paint Stripe/Pavement Marking – Thermoplastic paint may contain lead of varying concentrations depending on color, type and year of manufacture; the removal of any stripe/marking, concurrent with the removal of existing AC, will require a lead compliance plan. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Asbestos Containing Material (ACM) - There is potential that ACM could be present in shims within the guardrail assembly, joint filler material, abutment joints, and/or expansion joints. If there is any disturbance of these materials, removal and management of ACM shall be performed by a contractor who is a registered Asbestos Contractor with CalOSHA. In addition, recent tests of some bridges during construction have found asbestos in the concrete aggregate of the bridge structure.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in the project site soils. If the project includes ground disturbance with earthmoving equipment, evaluation of soils at the project site is needed to evaluate lead and perchlorate in soils.

- Lead in Soil - It is expected that lead may be present in soils within the project. Caltrans SSP 15-027 should be considered and included in the report narrative to require the Contractor to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH). SSP 15-027 must be used whenever any disturbance of earth material (e.g., soil) that could result in lead exposure will occur, but if the lead concentrations are below hazardous waste thresholds (below 1,000 mg/kg total lead and below 5 mg/l soluble lead) and disposal in a permitted landfill is not required. To use SSP 15-027 there must be knowledge of lead concentrations.
- Perchlorate in Soil - An evaluation regarding perchlorate will be conducted within the project limits. This evaluation will include a field inspection of the project area, physical collection and analysis of soil samples for perchlorate for projects where soil disturbance by earthwork will occur. Samples will be analyzed using analytical method EPA 314.
- Naturally Occurring Asbestos - Naturally occurring asbestos (NOA) may possibly be present in native rocks and gravels located within the project limits. L&A will examine vicinity geologic maps for the presence of ultramafic rock formation. NOA is more likely to be encountered in, and immediately adjacent to, areas of ultramafic rocks.



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Based on the results of the ISA, including results of the ESA, a preliminary remediation evaluation to address potentially contaminated sites within the project boundary may be prepared and submitted under separate cover. The information to be provided will discuss potential remediation processes, timeline, and remedial action costs of contaminated sites found within the project limits.

L&A will prepare an ISA report for review and approval by the County. A revised report addressing County comments will be submitted to Caltrans for review and approval. A final ISA report that addresses Caltrans' comments will be submitted for final review and approval.

Deliverables: One (1) electronic copy (PDF) of draft ISA; one (1) hard copy and one (1) electronic copy (PDF) of the revised ISA; three (3) hard copies and an electronic copy (PDF) of the final ISA

Meeting(s): Not Applicable

Task 5: Prepare Water Quality Technical Memorandum

Stantec will prepare a short water quality technical memorandum that addresses the questions included in the Scoping Questionnaire for Water Quality Issues template provided by Caltrans on their SER website. The memo will include project location; project description; physical setting, including geology and soils, surface waters, and groundwater; regulatory setting; project impacts on water quality; mitigation measures; and references.

Stantec will prepare an administrative draft version of the tech memo for review by the County. Stantec will revise the memo, if requested, and will prepare a draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the tech memo for submittal to Caltrans.

Deliverables: One (1) electronic copy (PDF) of draft water quality memo; one (1) hard copy and one (1) electronic copy (PDF) of the revised water quality memo; three (3) hard copies and an electronic copy (PDF) of the final water quality memo

Meeting(s): Not Applicable

Task 6: Prepare Farmland Impact Technical Memorandum

Stantec will provide an assessment on farmland impacts that describes agricultural operations in the study area and discusses potential impacts to farmlands as a result of implementing the proposed project. This assessment would provide a quantitative discussion on the amount of farmland to be affected and would generally assess the value of the farmland using available agricultural reports for the County. Stantec will review existing parcel information to verify if affected parcels are currently under a Williamson Act contract, the *Soil Survey for Plumas County, California*, and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands. Stantec will prepare an administrative draft version of the tech memo for review by the County. Stantec will revise the memo, if requested, and will prepare a draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the tech memo for submittal to Caltrans. If necessary, Stantec will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives. Upon receipt of a completed Form AD 1006 from NRCS, Stantec will submit a copy to Caltrans, along with any recommendations for mitigation.



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November 5, 2018

Deliverables: One (1) electronic copy (PDF) of draft farmland impact memo; one (1) hard copy and one (1) electronic copy (PDF) of the revised farmland impact memo; three (3) hard copies and an electronic copy (PDF) of the final farmland impact memo

Meeting(s): Not Applicable

Task 7: Prepare Section 4(f) De Minimis Documentation (Optional)

If the project encroaches on public lands associated with the Plumas National Forest, compliance with Section 4(f) is required. It is anticipated that the project would meet the requirements for a Section 4(f) de minimis impacts. De minimis impacts on publicly-owned parks and recreation areas are defined as those that do not adversely affect the activities, features, or attributes of the 4(f) resource. The official(s) with jurisdiction over the property must provide written concurrence that the project will not adversely affect the activities, features, or attributes that qualify the property for protection under 4(f), and the public must be afforded the opportunity to review and comment on the effects of the project on the identified 4(f) resource(s). The Caltrans District/Region Senior Environmental Planner is authorized to approve de minimis findings.

Stantec will consult with Caltrans District 2 Local Assistance to determine the applicability of a de minimis technical finding. Stantec will draft a letter that summarizes the proposed project, describes the Section 4(f) resources within the study area, explains why the project will not adversely affect these resources, and requests written concurrence from the public land manager (i.e., Plumas National Forest) on the de minimis finding. The draft letter will be sent to the County for review and comment. A revised draft addressing any comments from the County will be submitted to Caltrans for review and approval, with the letter being sent to the Plumas National Forest by Caltrans. Stantec will also prepare a public notice for posting at the project site and County office that includes: description of the project, purpose and need, and beneficiaries; project location; name of public agency approving the project; name of public agency implementing the project; governing statute and reason for public notice; and comment submittal period (e.g., 30-day comment period). The results of the Section 4(f) outreach will be summarized in a brief technical memo for submittal to the County, along with a summary of conversations and copies of written correspondence with the affected public land manager(s), any feedback received in response to the public notice. After the County comments are addressed, Stantec will submit a draft technical memo for review and approval by Caltrans.

Deliverables: One (1) electronic copy (PDF) of draft letter and Section 4(f) memo; two (2) hard copies and an electronic copy (PDF) of the final letter and Section 4(f) memo

Meeting(s): Not Applicable

Task 8: Prepare Regulatory Permit Applications

Stantec will prepare permitting packages for the County's signature and submittal. Based on the issues associated with the proposed project, Stantec anticipates the following permits will be required:

Section 404 Permit (U.S. Army Corps of Engineers)

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, Stantec will prepare a pre-construction notification and provide details on the anticipated



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Lights Creek Bridge Rehabilitation Project – Environmental Services Support
November 5, 2018

project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If mitigation is required for project impacts, we assume a detailed mitigation plan will not be required and that the County can achieve mitigation via payment through the Corps-approved in lieu fee program.

Stantec will provide an electronic version of the pre-construction notification to the County for review and will address any comments. Once finalized, the County will submit the application to the Corps and will be responsible for subsequent coordination.

Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)

In compliance with Section 401 of the Clean Water Act, Stantec will prepare an application for water quality certification for the project to the Central Valley Regional Water Quality Control Board (RWQCB). A copy of the pre-construction notification may be attached to the application. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., Appendix C storm water calculator, area, type, and volume of fill material), if applicable. The County will be responsible for submitting the application to the RWQCB and payment of the application fee (made payable to the State Water Resources Control Board).

Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)

In compliance with Section 1602 of the California Fish and Game Code, Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County would be responsible for submitting the notification to the CDFW and payment of the notification fee. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., area, type, and volume of fill material; area of vegetation removal).

Deliverables: One (1) copy of the draft versions for each permit application identified above; one (1) copy of the final versions of each permit application identified above.

Meeting(s): Not applicable



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Lights Creek Bridge Rehabilitation Project – Environmental Services Support
November 5, 2018

EXHIBIT B
Fee Schedule

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Sixty-Six Thousand Six Hundred Twenty Dollars and Thirty-Eight Cents (\$66,620.38). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the following cost spreadsheet. Cost by task is summarized below:

Base Tasks	Cost
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	\$10,575.31
Task 2: Conduct Wetland Delineation	\$6,678.76
Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report	\$14,292.44
Task 4: Conduct Initial Site Assessment	\$6,974.20
Task 5: Prepare Water Quality Technical Memorandum	\$4,948.77
Task 6: Prepare Farmland Impact Technical Memorandum	\$4,144.71
Task 8: Prepare Regulatory Permit Applications	\$12,571.81
Optional Task	Cost
Assessment of the Potential for Buried Archaeological Resources (add-on to Task 3, as needed)	\$350.00
Task 7: Prepare Section 4(f) De Minimis Documentation	\$6,084.38



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Lights Creek Bridge Rehabilitation Project – Environmental Services Support
November 5, 2018

EXHIBIT C
Project Schedule

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed and receipt of a stable project description. Field work will be dependent upon weather and site conditions. We assume approximately two weeks to respond to County comments and 2-4 weeks to respond to Caltrans comments; Caltrans' review periods may range from 20-60 days depending upon staff commitments. Provided below is a tentative completion schedules to complete the initial draft documents.

Base Tasks	Duration to Complete Draft
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	10 weeks
Task 2: Conduct Wetland Delineation	8 weeks
Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report	12 weeks
Task 4: Conduct Initial Site Assessment	8 weeks
Task 5: Prepare Water Quality Technical Memorandum	8 weeks
Task 6: Prepare Farmland Impact Technical Memorandum	8 weeks
Task 8: Prepare Regulatory Permit Applications	4 weeks following completion of technical studies
Optional Task	
Task 7: Prepare Section 4(f) De Minimis Documentation	10 weeks





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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 February 19, 2019 meeting of the Plumas County Board of Supervisors

Date: February 11, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Robert A. Perreault Jr.

Subject: **Authorize Execution of Amendment No. 7 to Professional Services Agreement for
“On-call Environmental/CEQA & NEPA Services” for the “Belden Bridge
Painting and Scour Repair Project” in the amount of \$69,837.55.**

Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Belden Town Bridge (#9C-0042) Painting Project. The project site is located on County Road 303 (Belden Town Road), over the North Fork of the Feather River, between post mile 0.0 and 0.07, near the community of Belden and adjacent State Route 70. The structure is a steel truss bridge constructed in 1912 that is eligible for the National Register of Historic Places (Caltrans Historic Bridge Inventory Category 2). The County proposes to rehabilitate and extend the life of the bridge by removing old paint, cleaning and repainting all steel elements, performing minor preventative maintenance to steel elements, and removing any unauthorized signs, lights, and electrical wiring.

The project is federally-funded through the Highway Bridge Program (HBP), which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

The Scope of Work shall include Tasks 1 through 8, with optional tasks identified in the Scope of Work, which is attached to the attached contract as Exhibit “A”. All optional tasks will be performed under written authorization from the Department of Public Works.

The attached Amendment No. 7 to the Professional Service Agreement has been approved as to form by the County Counsel’s Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 7 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental/CEQA & NEPA Services for the “Belden Bridge Painting and Scour Repair Project” in the amount of \$69,837.55.

Attachment: Amendment No. 7 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

AMENDMENT NO. 7
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Environmental/CEQA & NEPA Services
For CEQA Documentation for Lake and Streambed Alteration Agreement
For
Belden Bridge Painting and Scour Repair Project
Environmental Services Support

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and Stantec Consulting Services, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 19-002, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Belden Town Bridge (#9C-0042) Painting Project. The project site is located on County Road 303 (Belden Town Road), over the North Fork of the Feather River, between post mile 0.0 and 0.07, near the community of Belden and adjacent State Route 70. The structure is a steel truss bridge constructed in 1912 that is eligible for the National Register of Historic Places (Caltrans Historic Bridge Inventory Category 2). The County proposes to rehabilitate and extend the life of the bridge by removing old paint, cleaning and repainting all steel elements, performing minor preventative maintenance to steel elements, and removing any unauthorized signs, lights, and electrical wiring.

The project is federally-funded through the Federal Statewide Transportation Improvement Program (FSTIP), which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

Scope of Work

The Scope of Work shall include Tasks 1 through 8, with Task 7 identified as an optional task in the Scope of Work, which is attached hereto as Exhibit “A” and incorporated herein by this reference. Optional tasks will be performed under written authorization from the Department of Public Works.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit “B” and incorporated herein by reference. The cost of the project is Sixty-Nine Thousand, Eight Hundred and Thirty-Seven Dollars and Fifty-Five Cents (\$69,837.55).

____ Consultants Initials

____ County Initials

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

COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



Gretchen Stuhr
Deputy County Counsel

Date: 2/4/2019

CONCURRENCE BY:

Michael Sanchez, Chair
Board of Supervisors

Date: _____

CONSULTANT:
STANTEC CONSULTING SERVICES, INC.

Signature
Timothy A. Reilly, Principal

Date: _____

Signature
Wirt Lanning, Principal

Date: _____

Taxpayer ID Number – 11-2167170

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Project Schedule

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT
Belden Town Road Bridge Painting Project – Environmental Services
Support
October 11, 2018

EXHIBIT A
Scope of Work

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Belden Town Bridge (#9C-0042) Painting Project. The project site is located on County Road 303 (Belden Town Road), over the North Fork of the Feather River, between post mile 0.0 and 0.07, near the community of Belden and adjacent State Route 70. The structure is a steel truss bridge constructed in 1912 that is eligible for the National Register of Historic Places (Caltrans Historic Bridge Inventory Category 2). The County proposes to rehabilitate and extend the life of the bridge by removing old paint, cleaning and repainting all steel elements, performing minor preventative maintenance to steel elements, and removing any unauthorized signs, lights, and electrical wiring.

The project is federally-funded through the Federal Statewide Transportation Improvement Program (FSTIP), which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans. Based on the findings presented in the signed Preliminary Environmental Studies (PES) form provided by the County, Stantec will complete the following tasks.

Task 1: Prepare Natural Environment Study Report – Minimal Impacts

Stantec will prepare a Natural Environment Study – Minimal Impacts (NES-MI) report in accordance with the Caltrans Standard Environmental Reference (SER) (Chapter 14) and that utilizes the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES-MI report will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES-MI report will entail:

- Review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status plant and animal species within the project vicinity (approximately 5 miles), and review an official plant and animal species list obtained from the U.S. Fish and Wildlife Service (USFWS) and Plumas National Forest (Sensitive Species List).
- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and USFWS, as necessary;
- a reconnaissance-level field investigation, including an assessment of habitat for jurisdictional waters and special-status wildlife, including nesting raptors and roosting bats;
- conduct a single-visit botanical survey in the spring of 2019 for special-status plant species within the BSA;



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- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious and invasive weed species populations will be discussed and evaluated in the NES-MI to ensure that the project complies with Federal Executive Order 13112 (Invasive Species)
- based on project site plans and wetland impact calculations provided by the County, Stantec will evaluate temporary impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, Stantec will prepare an NES-MI report. An internal draft NES-MI will be submitted for review by the County. Once County comments are addressed, Stantec will then finalize and submit the revised NES-MI report to Caltrans for approval. Stantec will address comments provided by Caltrans and submit a final NES-MI report for review and approval.

Deliverables: One (1) electronic copy (PDF) of draft NES-MI report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft NES-MI report; three (3) hard copies and an electronic copy (PDF) of the final NES-MI report

Meeting(s): Not Applicable

Task 2: Conduct Wetland Delineation

Stantec will conduct a delineation of waters of the United States, including identification of the ordinary high-water mark of the North Fork of the Feather River, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, Stantec will perform a routine delineation within the study area and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. Following incorporation of comments provided by the County, Stantec will submit the delineation report to Caltrans District 2 Local Assistance for review and approval. Following approval by Caltrans, Stantec will submit final copies (in electronic format) to the County. If requested by the County, Stantec will submit the delineation report to Corps (Sacramento District) for verification. Stantec will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.

Deliverables: One (1) electronic copy (PDF) of draft wetland delineation report; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft wetland delineation report; three (3) hard copies and an electronic copy (PDF) of the final wetland delineation report



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Meeting(s): Field verification visit with Corps at project site, if requested

Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report

Far Western Anthropological Research Group, Inc. (Far Western), as a subcontractor to Stantec, will prepare an Archaeological Survey Report (ASR) / Historic Property Survey Report (HPSR). This task is comprised of the following: development of an Area of Potential Effects (APE); literature and documentary research; Native American consultation; assessment of the potential for buried archaeological resources; pedestrian survey of the APE; and preparation of an Archaeological Survey Report (ASR) and a Historic Properties Survey Report (HPSR).

Development of the Area of Potential Effects - Far Western will aid in the definition of the archaeological APE in consultation with the client, based on their digital data. The archaeological APE will need to include all vertical and horizontal areas subject to ground disturbance, including buried utility lines, access roads, or staging locations that are being constructed or improved for the project. It will also include the full boundaries of any identified cultural sites. The cultural resources inventory will proceed only when Caltrans has approved the APE thus avoiding the need for additional time and funds should the APE change after the archaeological study has begun (or been completed).

Records Search and Literature Review - Far Western will request a records search including a review of site records, survey reports, National and California register listings, as well as other relevant documents from the Northeast Information Center of the California Historical Resources Information System, California State University, Chico. The area of study will be the APE plus a one-quarter-mile buffer. The review will provide information on whether any portions of the project area have been recently surveyed, and whether any previously recorded resources exist within the study area.

The project is also situated on lands managed by the Plumas National Forest. The Forest Service may have records of additional sites or studies within the project area that are not housed at the Northeast Information Center. Far Western will conduct an in-house records search at the Mt. Hough Ranger District.

Native American Coordination - Far Western will coordinate consultation efforts with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, including letters and maps describing the project, and follow-up calls.

Assessment of the Potential for Buried Archaeological Resources - Pedestrian survey methods are often ineffective for identifying the location of buried archaeological resources, (i.e., sites buried by naturally deposited sediments or deposits of artificial fill). As it is the responsibility of archaeologists to account for the entire archaeological record, it is important to assess both the large- and small-scale effects of landscape evolution to help ensure that the potential for buried sites is considered. As such, Far Western will review geologic maps of the area to study landform changes and determine potential sensitivity for buried resources within the APE. The County and Stantec will provide Far Western a detailed description of proposed project impact depths to ensure that accuracy of this assessment.

Pedestrian Survey - A pedestrian survey will be conducted by a crew of two archaeologists who will inventory, in transects no greater than 15 meters apart, all safely accessible portions of the APE. The crew will also examine any exposed soils for evidence of cultural materials; record any undocumented resources; and revisit and, if necessary, update any previously recorded resources using GPS equipment for precise locational mapping. Resources will be



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recorded on Department of Parks and Recreation 523 Forms. For the purposes of this proposal, Far Western assumes that no previously recorded or unrecorded archaeological resources will be identified within the APE. Should resources be identified, Far Western archaeological crew will take notes, photos, and GIS shapefiles of the archaeological materials in the field.

Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) - Far Western will prepare an ASR to Caltrans standards (i.e., Caltrans Environmental Handbook Volume 2 for Cultural Resources). The report will develop environmental and cultural contexts for the project region; document records search findings and consultation efforts with the Heritage Commission and local Native American groups/individuals; and describe field methods and results. In addition, Far Western will complete an HPSR that summarizes the study findings. Stantec's built environment subconsultant, JRP Historical Consulting, LLC, will provide assistance, as needed, for completion of the HPSR.

Deliverables: One (1) electronic copy (PDF) of draft ASR/HPSR; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft ASR/HPSR; three (3) hard copies and an electronic copy (PDF) of the final ASR/HPSR

Meeting(s): Not Applicable

Task 4: Prepare Finding of No Adverse Effect-Standard Conditions-Secretary of Interior Standards

This scope is for JRP Historical Consulting, LLC (JRP), under subcontract to Stantec, to prepare a Finding of Effect (FOE) that will assess project impacts on the historic bridge and contribute to the Historic Property Survey Report (HPSR) prepared by Far Western Anthropological Research Group, Inc. and the Section 4(f) report prepared by Stantec. JRP's tasks include conducting public participation for Section 106 compliance by sending letters to interested parties (for built environment), conducting follow-up communication, and collecting responses, as well as conducting a single site visit to photograph the historic bridge and assess its historic integrity. Based on the County's plan to preserve the bridge in place, Caltrans has determined that the appropriate FOE for this study is a Finding of No Adverse Effect with Standard Conditions, Secretary of Interior Standards (FNAE-SC-SOIS), which will be included with the HPSR. This report will also include a SOIS Action Plan. JRP will also review, provide input, and comment on one round of the HPSR and the Section 4(f) report. This study does not include preparation of a Historical Resources Evaluation Report (HRER). If the County or Caltrans determines an HRER is necessary, JRP can prepare a separate scope and budget for that task.

This is a Caltrans Local Assistance project that requires compliance under Section 106 of the National Historic Preservation Act and the California Environmental Quality Act. The cultural resources documents will be reviewed by Caltrans District 2. JRP will therefore prepare documents for this project following the Caltrans guidelines set forth in the *Standard Environmental Reference (SER), Volume 2, Cultural Resources Procedures* and will follow the procedures set forth in the "First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California," (2014) (Caltrans Section 106 PA).



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The FNAE-SC-SOIS will be subject to two rounds of review, one review by the County and one review by Caltrans. JRP will submit an administrative draft for initial review by the County and will prepare a revised draft that addresses County comments. The County will then submit the revised draft to Caltrans. JRP will respond to Caltrans' comments and submit the final FNAE-SC-SOIS.

JRP will assist Far Western with the HPSR and Stantec with the 4(f) report, providing input on the administrative drafts within one week of receipt of the documents. JRP will also respond to relevant comments on the HPSR and 4(f) report within one week of receipt of such comments.

Deliverables: One (1) electronic copy (PDF) of draft FNAE-SC-SOIS; one (1) hard copy and one (1) electronic copy (PDF) of the revised draft FNAE-SC-SOIS; three (3) hard copies and an electronic copy (PDF) of the final FNAE-SC-SOIS

Meeting(s): Not Applicable

Task 5: Conduct Initiate Site Assessment

Lawrence & Associates (L&A), as a subcontractor to Stantec, will conduct an Initial Site Assessment (ISA). The ISA will be conducted to evaluate the potential for hazardous materials and if hazardous materials are found, the materials will each be evaluated as a hazardous waste impact on the proposed project. The ISA will be supplemented by a records review conducted in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ISA will include (at a minimum):

The Phase I Environmental Site Assessment (ESA) component of this assessment will be prepared in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The Phase I ESA will include reporting the results of the following (at a minimum):

- Review of environmental records from:
 - Environmental databases and
 - State and local agency records;
- Review of historical use of the project site and encroaching parcels, including records, maps, and aerial photographs;
- Site reconnaissance of the project site, observing:
 - Uses,
 - Topography, hydrology, and geology,
 - Presence of hazardous substances and petroleum products, including tanks, odors, discoloration, pools of liquid, drums, and other containers;
- Interviews with owners, occupants, and local government officials; and
- Compilation of all information into reports, including narrative, maps, historical information, proximity to significant contaminated sites, and other findings and conclusions. The ESA for the site will address environmental-related activities documented at adjoining and other vicinity properties.



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Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in structure construction. This evaluation will include:

- Lead-Based Paint - Paint on structures may contain lead. Based on the size of the project and construction history, an appropriate quantity of samples may be collected analyzed using EPA 7000B/3050B for total lead. Specifications for management and removal of structure paint are included in this scope of work and will be prepared if it is determined that lead is present. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Thermoplastic/Paint Stripe/Pavement Marking – Thermoplastic paint may contain lead of varying concentrations depending on color, type and year of manufacture; the removal of any stripe/markings, concurrent with the removal of existing AC, will require a lead compliance plan. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Asbestos Containing Material (ACM) - There is potential that ACM could be present in shims within the guardrail assembly, joint filler material, abutment joints, and/or expansion joints. If there is any disturbance of these materials, removal and management of ACM shall be performed by a contractor who is a registered Asbestos Contractor with CALOSHA. In addition, recent tests of some bridges during construction have found asbestos in the concrete aggregate of the bridge structure.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in the project site soils. If the project includes ground disturbance with earthmoving equipment, evaluation of soils at the project site is needed to evaluate lead and perchlorate in soils.

- Lead in Soil - It is expected that lead may be present in soils within the project. Caltrans SSP 15-027 should be considered and included in the report narrative to require the Contractor to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH). SSP 15-027 must be used whenever any disturbance of earth material (e.g., soil) that could result in lead exposure will occur, but if the lead concentrations are below hazardous waste thresholds (below 1,000 mg/kg total lead and below 5 mg/l soluble lead) and disposal in a permitted landfill is not required. To use SSP 15-027 there must be knowledge of lead concentrations.
- Perchlorate in Soil - An evaluation regarding perchlorate will be conducted within the project limits. This evaluation will include a field inspection of the project area, physical collection and analysis of soil samples for perchlorate for projects where soil disturbance by earthwork will occur. Samples will be analyzed using analytical method EPA 314.
- Naturally Occurring Asbestos - Naturally occurring asbestos (NOA) may possibly be present in native rocks and gravels located within the project limits. L&A will examine vicinity geologic maps for the presence of ultramafic rock formation. NOA is more likely to be encountered in, and immediately adjacent to, areas of ultramafic rocks.

Based on the results of the ISA, including results of the ESA, a preliminary remediation evaluation to address potentially contaminated sites within the project boundary may be prepared and submitted under separate cover. The information to be provided will discuss potential remediation processes, timeline, and remedial action costs of contaminated sites found within the project limits.



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L&A will prepare an ISA report for review and approval by the County. A revised report addressing County comments will be submitted to Caltrans for review and approval. A final ISA report that addresses Caltrans' comments will be submitted for final review and approval.

Deliverables: One (1) electronic copy (PDF) of draft ISA; one (1) hard copy and one (1) electronic copy (PDF) of the revised ISA; three (3) hard copies and an electronic copy (PDF) of the final ISA

Meeting(s): Not Applicable

Task 6: Prepare Water Quality Technical Memorandum

Stantec will prepare a short water quality technical memorandum that addresses the questions included in the Scoping Questionnaire for Water Quality Issues template provided by Caltrans on their SER website. The memo will include project location; project description; physical setting, including geology and soils, surface waters, and groundwater; regulatory setting; project impacts on water quality; mitigation measures; and references.

Stantec will prepare an administrative draft version of the tech memo for review by the County. Stantec will revise the memo, if requested, and will prepare a draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the tech memo for submittal to Caltrans.

Deliverables: One (1) electronic copy (PDF) of draft water quality memo; one (1) hard copy and one (1) electronic copy (PDF) of the revised water quality memo; three (3) hard copies and an electronic copy (PDF) of the final water quality memo

Meeting(s): Not Applicable

Task 7: Prepare Section 4(f) De Minimis Documentation (Optional)

If the project encroaches on public lands associated with the Plumas National Forest, compliance with Section 4(f) is required. It is anticipated that the project would meet the requirements for a Section 4(f) de minimis impacts. De minimis impacts on publicly-owned parks and recreation areas are defined as those that do not adversely affect the activities, features, or attributes of the 4(f) resource. The official(s) with jurisdiction over the property must provide written concurrence that the project will not adversely affect the activities, features, or attributes that qualify the property for protection under 4(f), and the public must be afforded the opportunity to review and comment on the effects of the project on the identified 4(f) resource(s). The Caltrans District/Region Senior Environmental Planner is authorized to approve de minimis findings.

Stantec will consult with Caltrans District 2 Local Assistance to determine the applicability of a de minimis technical finding. Stantec will draft a letter that summarizes the proposed project, describes the Section 4(f) resources within the study area, explains why the project will not adversely affect these resources, and requests written concurrence from the public land manager (i.e., Plumas National Forest) on the de minimis finding. The draft letter will be sent to the County for review and comment. A revised draft addressing any comments from the County will be submitted to Caltrans for review and approval, with the letter being sent to the Plumas National Forest by Caltrans. Stantec will also prepare a public notice for posting at the project site and County office that includes: description of the project, purpose and need, and beneficiaries; project location; name of public agency approving the project; name of public agency implementing the project; governing statute and reason for public notice; and comment submittal period (e.g.,



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30-day comment period). The results of the Section 4(f) outreach will be summarized in a brief technical memo for submittal to the County, along with a summary of conversations and copies of written correspondence with the affected public land manager(s), and any feedback received in response to the public notice. After the County comments are addressed, Stantec will submit a draft technical memo for review and approval by Caltrans.

Deliverables: One (1) electronic copy (PDF) of draft letter and Section 4(f) memo; two (2) hard copies and an electronic copy (PDF) of the final letter and Section 4(f) memo
Meeting(s): Not Applicable

Task 8: Prepare Regulatory Permit Applications

Stantec will prepare permitting packages for the County's signature and submittal. Based on the issues associated with the proposed project, Stantec anticipates the following permits will be required:

Section 404 Permit (U.S. Army Corps of Engineers)

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, Stantec will prepare a pre-construction notification and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If mitigation is required for project impacts, we assume a detailed mitigation plan will not be required and that the County can achieve mitigation via payment through the Corps-approved in lieu fee program.

Stantec will provide an electronic version of the pre-construction notification to the County for review and will address any comments. Once finalized, the County will submit the application to the Corps and will be responsible for subsequent coordination.

Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)

In compliance with Section 401 of the Clean Water Act, Stantec will prepare an application for water quality certification for the project to the Central Valley Regional Water Quality Control Board (RWQCB). A copy of the pre-construction notification may be attached to the application. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., Appendix C storm water calculator, area, type, and volume of fill material), if applicable. The County will be responsible for submitting the application to the RWQCB and payment of the application fee (made payable to the State Water Resources Control Board).



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Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)

In compliance with Section 1602 of the California Fish and Game Code, Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County would be responsible for submitting the notification to the CDFW and payment of the notification fee. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., area, type, and volume of fill material; area of vegetation removal).

Deliverables: One (1) copy of the draft versions for each permit application identified above; one (1) copy of the final versions of each permit application identified above.

Meeting(s): Not applicable



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EXHIBIT B
Fee Schedule

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Sixty-Nine Thousand, Eight Hundred and Thirty-Seven Dollars and Fifty-Five Cents (\$69,837.55). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the attached cost spreadsheet. Cost by task is summarized below:

Base Tasks	Cost
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	\$10,375.31
Task 2: Conduct Wetland Delineation	\$6,678.76
Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report	\$14,632.44
Task 4: Prepare Finding of No Adverse Effect-Standard Conditions-Secretary of Interior Standards	\$7,391.88
Task 5: Conduct Initial Site Assessment	\$6,974.20
Task 6: Prepare Water Quality Technical Memorandum	\$4,948.77
Task 8: Prepare Regulatory Permit Applications	\$12,751.81
Optional Task	Cost
Task 7: Prepare Section 4(f) De Minimis Documentation	\$6,084.38



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EXHIBIT C
Project Schedule

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed and receipt of a stable project description. Field work will be dependent upon weather and site conditions. We assume approximately two weeks to respond to County comments and 2-4 weeks to respond to Caltrans comments; Caltrans' review periods may range from 20-60 days depending upon staff commitments. Provided below is a tentative completion schedules to complete the initial draft documents.

Base Tasks	Duration to Complete Draft
Task 1: Prepare Natural Environment Study Report – Minimal Impacts	10 weeks
Task 2: Conduct Wetland Delineation	8 weeks
Task 3: Prepare Archaeological Survey Report/Historic Property Survey Report	12 weeks
Task 4: Prepare Finding of No Adverse Effect-Standard Conditions-Secretary of Interior Standards	10 weeks
Task 5: Conduct Initial Site Assessment	8 weeks
Task 6: Prepare Water Quality Technical Memorandum	8 weeks
Task 8: Prepare Regulatory Permit Applications	4 weeks following completion of technical studies
Optional Task	Cost
Task 7: Prepare Section 4(f) De Minimis Documentation	10 weeks



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



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CONSENT AGENDA REQUEST

for the February 19, 2019 Meeting of the Plumas County Board of Supervisors

Date: February 11, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Authorize Execution of a Professional Services Agreement in the amount of \$3,410.00, between the County of Plumas and Vestra Resources, Inc. for the preparation of a updated Storm Water Pollution Prevention Plan (SWPPP) and related storm water monitoring report for the County's Willow Creek Pit.

Background:

In association with established State standards, the results of calendar year 2018 monitoring (performed by Public Works staff) identified an exceedance of Total Suspended Solids. Due to this exceedance, the State Water Board is requiring the preparation of an updated Storm Water Pollution Prevention Plan and Exceedance Response Action (ERA) Report. This plan and report must be prepared and submitted by a Qualified Industrial Storm Water Practitioner (QISP). No one on the staff of Public Works currently meets the QISP qualifications. Vestra Resources, Inc. was able to immediately respond and these documents before the December 31st deadline.

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

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

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Professional Services Agreement between the County of Plumas and Vestra Resources, Inc. in the amount of \$3,410.00, for the preparation of a updated Storm Water Pollution Prevention Plan (SWPPP) and related storm water monitoring report for the County's Willow Creek Pit.

Attachment: Professional Services Agreement between the County of Plumas and Vestra Resources, Inc.

Plumas County Contract No. _____

**PROFESSIONAL SERVICES AGREEMENT
FOR
UPDATE OF STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and
PREPARATION OF AN EXCEEDANCE REPORT ACTION REPORT FOR THE
WILLOW CREEK PIT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 (“Effective Date”), by and between **COUNTY OF PLUMAS**, a political subdivision of the State of California (“County”), and **VESTRA RESOURCES, INC.**, a California corporation (“Consultant”).

WITNESSETH:

- A. **WHEREAS**, The State has adopted new Industrial Discharge Permit Requirements that create new and significant permit requirements; and
- B. **WHEREAS**, The new Industrial Discharge Permit Requirements became effective on June of 2015; and
- C. **WHEREAS**, County proposes to have Consultant provide a field review and recommendations that will enable the Department of Public Works to comply with the storm water discharge standards as set forth by State of California in the new Industrial Discharge Permit; and
- D. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- E. **WHEREAS**, County and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- F. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

_____ County Initials

Contractor Initials _____

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work for the Public Works' Willow Creek Pit attached as Exhibit "A", incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the cost estimate set forth in Exhibit "B", incorporated herein by reference. Consultant's compensation shall in no case exceed Three Thousand, Four Hundred Ten Dollars and No Cents (\$3,410.00) until the termination date written in Section 4.1 of this Agreement.

_____ County Initials

Contractor Initials _____

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

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be completed by December 31, 2019. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. Due to the urgency of the January 1 deadline imposed for compliance with Task. This Agreement shall commence, retroactively, on December 19, 2018 and continue for a period of time, ending on December 31, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

_____ County Initials

Contractor Initials _____

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

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

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

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

5.0. INSURANCE

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

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

_____ County Initials

Contractor Initials _____

- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

_____ County Initials

Contractor Initials _____

- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

6.0. GENERAL PROVISIONS

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

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

____ County Initials

Contractor Initials _____

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

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

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

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

IF TO CONSULTANT:

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

IF TO COUNTY:

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

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

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

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

_____ County Initials

Contractor Initials _____

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

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

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

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

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

_____ County Initials

Contractor Initials _____

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

_____ County Initials

Contractor Initials _____

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

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

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

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

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

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

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

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

_____ County Initials

Contractor Initials _____

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

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

_____ County Initials

Contractor Initials _____

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

FOR VESTRA RESOURCES, INC.

Wendy Johnston, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____

Taxpayer ID Number: 68-0150306

FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

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

Date: _____

APPROVED AS TO FORM:

Plumas County Counsel

Date: _____

CONCURRENCE:

Michael Sanchez
Chair, Board of Supervisors

Date: _____

County Initials

Contractor Initials

Exhibit "A"

SCOPE OF WORK

STORMWATER COMPLIANCE SUPPORT

WILLOW CREEK BORROW SITE

SCOPE OF WORK

Task 1 Willow Creek Level 1 ERA

Based upon results of samples collected during the 2017-2018 reporting year, the Willow Creek facility has entered into Level 1 status for a second time for total suspended solids (TSS). Section XII.C.1-2 of the General Permit for Industrial Stormwater Discharges (IGP) requires the completion of a Level 1 ERA Evaluation by a Qualified Industrial Stormwater Practitioner (QISP). The Level 1 ERA Evaluation includes completion of a site visit to determine industrial pollutant sources at the facility that may be related to Numeric Action Level (NAL) exceedances, and evaluation of additional site Best Management Practices (BMPs) necessary to eliminate future exceedances.

Task 2 Level 1 Exceedance Response Action (ERA) Report

Upon completion of the Level 1 ERA Evaluation detailed in Task 1, Section XII.C.1-2 of the IGP requires a Level 1 ERA Report be prepared by a QISP by January 1, 2019. This includes:

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

It is likely that the exceedance during the 2017-2018 reporting year was due to the high intensity storm event that was sampled. Existing BMPs at the site may be sufficient to prevent TSS exceedances during normal storm events; however this will be determined during the site evaluation. The Level 1 Exceedance Response Action Report will be based on the previous Level 1 Report prepared for the site in 2017. The previous Level 1 Report will be updated to include the most recent stormwater data and any new BMPs that are identified for the site.

The Level 1 ERA Evaluation and Report will be completed by Kristine Cloward (QISP No. 00568) and/or Wendy Johnston (QISP No. 00054).

Task 3 Willow Creek SWPPP Update

This task includes updating the SWPPP and site maps if any additional BMPs are required for the site based upon the site evaluation.

Task 4 Project Management

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

Exhibit "B"
COST ESTIMATE
STORMWATER COMPLIANCE SUPPORT
WILLOW CREEK BORROW SITE

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

Table 1 ESTIMATED COSTS		
Task No.	Description	Estimated Cost
1	Site Visit for Level 1 ERA Evaluation	\$1,100
2	Level 1 ERA Report	\$1,000
3	SWPPP Update	\$1,000
4	Project Management	\$310
Total Estimated Cost		\$3,410

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work requested and performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2018 Rate Schedule (Exhibit "C"). Agency fees are not included. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

Exhibit "C"
2018 VESTRA RATE SCHEDULE



Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00-\$105.00
Associate Hydrologist	\$85.00-\$100.00
Environmental Scientist	\$75.00-\$110.00
Senior Regulatory Compliance Specialist	\$100-\$110.00
Professional Geologist	\$120.00-\$150.00
Professional Hydrologist	\$120.00-\$150
Project Manager	\$100-\$150.00
Senior Project Manager	\$165.00-\$190.00
Principal Consultant	\$165.00-\$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00-\$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Staff Engineer	\$90.00
Associate Engineer	\$100.00
Professional Land Surveyor	\$110.00 - \$115.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
Equipment Classifications	
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00-\$50.00
Admin Supervisor I/ Document Production Supervisor	\$60.00-\$80.00

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

Subcontractors: Billed as direct reimbursement plus 15%.

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

PLUMAS COUNTY 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

165



CONSENT AGENDA REQUEST

For the February 19, 2019 meeting of the Plumas County Board of Supervisors

February 11, 2019

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 Department of Public Works/Road Department to fill the vacancy of one (1) FTE PW Solid Waste Program Manager.

Background:

One (1) FTE PW Solid Waste Program Manager has resigned from the Department effective January 25, 2019 in the Public Works Department.

The Department is requesting to fill this position.

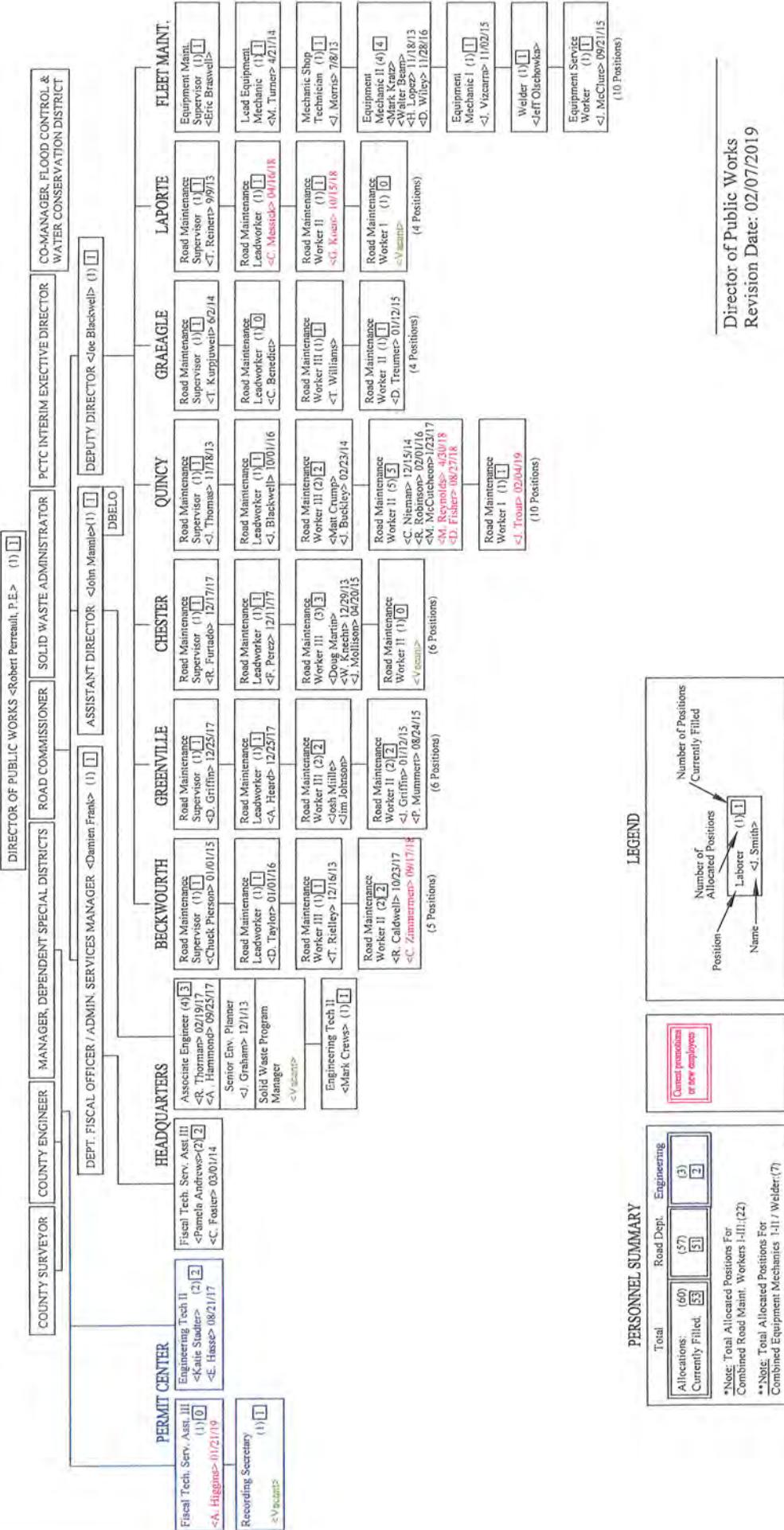
These positions are funded and allocated in the proposed FY18/19 budget of the Department of Public Works.

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 Solid Waste Program Manager.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Solid Waste Program Manager

- Is there a legitimate business, statutory or financial justification to fill the position?
The Solid Waste Program Manager manages all aspects of the solid waste functions of the Department, including County Franchise agreements, and landfill compliance
- Why is it critical that this position be filled at this time?
Solid Waste functions are on ongoing concern to the Department and impact the entire County.
- How long has the position been vacant?
Effective 1/25/2019
- 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 Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-6355 ~ Fax: (530) 283-6241

JA

Date: February 1, 2019
To: Honorable Board of Supervisors
From: Jerry Sipe *(Signature)*
Agenda: Agenda Item for February 19, 2109

Item Description/Recommendation: Receive the 2018 Annual Report on Environmental Health Programs and Activities.

Background and Discussion: Environmental Health administers a variety of local and state mandated environmental health and safety programs throughout Plumas County. The 2018 Annual Report showcases the work of Environmental Health staff, summarizes major EH program objectives, and highlights some notable accomplishments of the past year.

The Board is asked to receive Environmental Health's 2018 Annual Report and is invited to discuss program objectives and activities.

A copy of the Annual Report is attached for your review. If you have any questions, please contact me at 283-6367.

Thank you.

Plumas County Environmental Health 2018 Annual Report



Smoke from the Camp Fire settles over the American Valley, November 2018

OVERVIEW

Environmental Health can best be described as those aspects of human health and disease that are influenced by conditions in the environment. Chemical, physical and biological conditions are all important variables in determining human health. Promoting an environment that enhances human health and well-being is the foundation of environmental health.

Environmental Health's mission is to preserve the environment and enhance public health through outreach, education, planning and sensible application of environmental health principles, laws and statutes. We implement and carry out a variety of programs that protect human health and the environment.

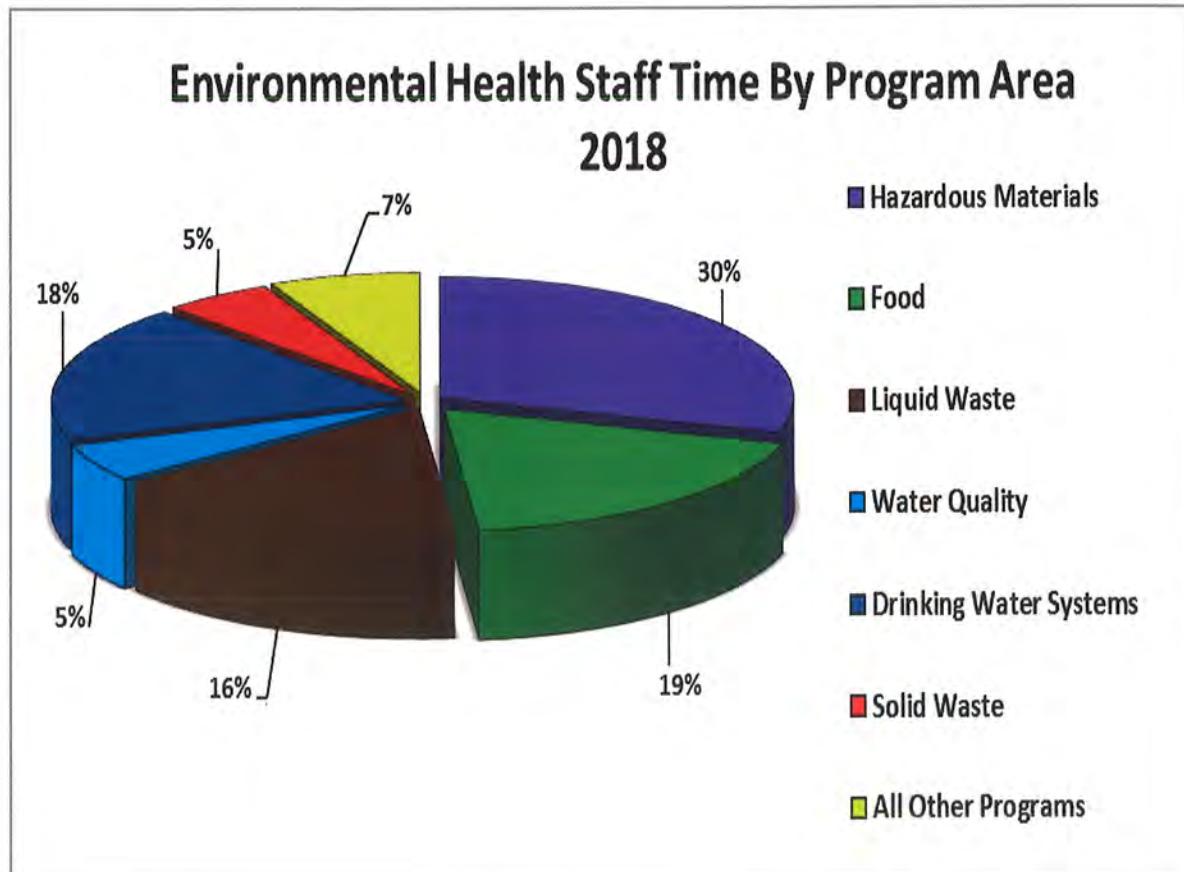
As the calendar year comes to a close, this annual report is a look back at some of Environmental Health's notable activities and accomplishments in 2018.

PROGRAMS

In Plumas County, Environmental Health services are generally grouped into one of ten core program areas. The amount of time spent in each program area depends on a variety of risk factors, state mandates, and the service needs of the community. In Plumas County these ten essential environmental health programs include:

- Hazardous Materials Management
- Drinking Water Protection
- Food Safety
- Liquid Waste Management
- Solid Waste Management
- Water Quality Protection
- Land Use and Development
- Rabies and Vector Control
- Recreational Health
- Housing and Institution Safety

In 2018, staff time was allocated as shown in the following chart and some notable programs and activities are summarized below.



HAZARDOUS MATERIALS MANAGEMENT

The hazardous materials management program helps ensure the safe and proper handling of hazardous materials. Environmental Health staff permit and inspect hazardous materials at fixed facilities, provide technical assistance, planning and support for hazardous materials emergencies, and oversee cleanup of releases. In 2018, Environmental Health responded to 16 reportable releases, including the 4,000 gallon diesel and gasoline spill from an overturned semi-truck at the Spanish Creek Bridge on Highway 70.



Spanish Creek Bridge Incident, September 2018



Contaminated Soil Removal at Spanish Creek Bridge, September 2018

In such emergencies, life safety is always the first priority. After the scene is safe and the immediate hazards are mitigated, Environmental Health has an ongoing role to minimize the impacts to the environment. We work with the responsible party, land owners, state agencies, and others to ensure cleanup is timely and effective.

Environmental Health is also the Certified Unified Program Agency (CUPA) for Plumas County. We are responsible to permit, inspect and enforce a variety of hazardous materials and hazardous waste regulations under certification by the California Environmental Protection Agency (CalEPA). CalEPA evaluates Environmental Health's program to ensure it complies with state program standards and performance. The five main elements of the program include the following:

Hazardous Materials Business Plan Program (HMBP)

- Assuring that businesses electronically report hazardous material handling, use and storage (volumes greater 55 liquid gallons, 500 solid pounds, or 200 cubic feet of gases) and develop release response plans.
- Coordinating with local fire departments and other emergency responders on preparedness and response to chemical emergencies.

Above Ground Storage Tank (AST) Program

- Tracking, permitting and inspecting AST facilities, operations and equipment.
- Reviewing and verifying Spill Prevention Control and Countermeasure Plans (SPCC) are in place
- Ensuring tanks are properly managed to minimize the chances of a spill.



Aboveground Tank at Hamilton Branch, Lake Almanor

Underground Storage Tank (UST) Program



Underground Piping repair at One Stop Gas Station, Quincy

California Accidental Release Program (Cal ARP)

- Tracking, permitting and inspecting facilities that handle certain quantities of acutely hazardous material (such as chlorine gas or anhydrous ammonia).
- Reviewing Risk Management Plans (RMP) intended to reduce the risk and consequences of accidental releases.

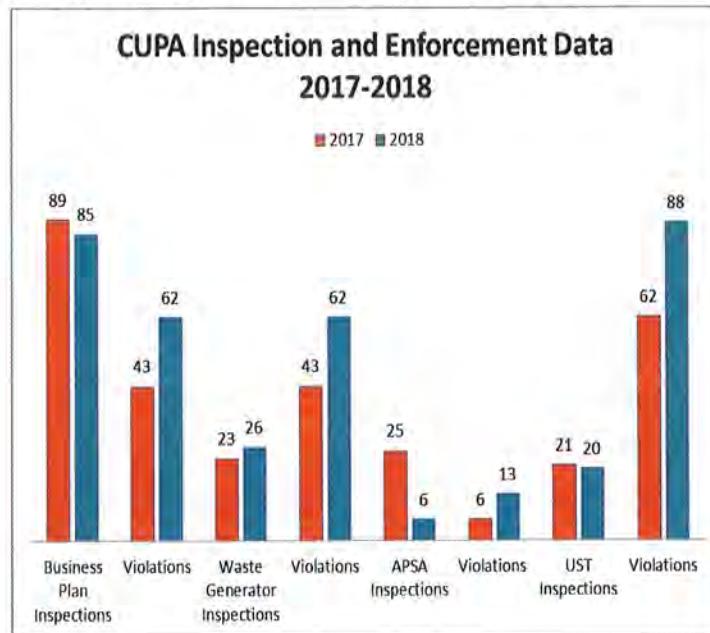


Chemical injection system, wastewater treatment plant
Chester Public Utilities District

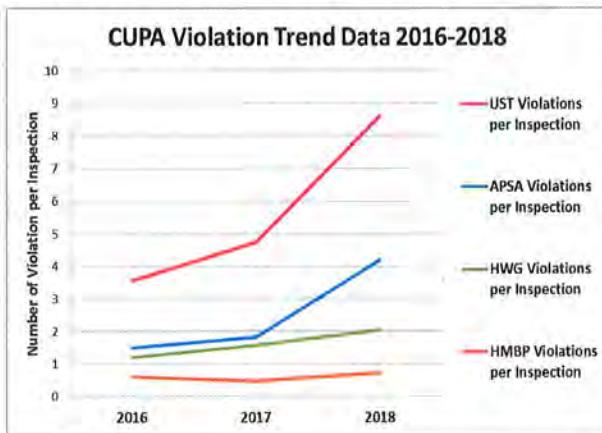
Hazardous Waste Generator Program

- Tracking, permitting, and inspecting facilities that generate hazardous wastes such as waste oil, solvents, and used chemicals.
- Ensuring the proper storage, management, handling and disposal of these wastes.

Since Cal EPA implemented the California Electronic Data Reporting System (CERS), Environmental Health tracks the number of inspections conducted and violations cited in each of the CUPA program elements. General inspection and enforcement data for the past two years are shown in the chart to the right. In 2018, Environmental Health completed 138 CUPA inspections and followed up on over 200 resulting violations.



Unfortunately the number of violations has increased in each of the CUPA elements from 2017 to 2018. A closer look at this trend is provided in the chart below which tracks the number of violations per inspection over the past 3 years.



The increasing trends seen in underground tanks and aboveground hazmat storage are due in large part to the increasing complexity of state regulations. Especially for underground tanks, sophisticated electronic monitoring and detection systems are now required, and these often require annual calibration and certification from third party vendors. Maintaining full compliance can be

challenging, especially for 'mom and pop' businesses like we have in Plumas County. Environmental Health's goal is compliance, so we are committed to finding ways to reverse these trends through outreach, education, consultation, and possibly increased inspection frequencies in future years.

Because of special certification required in the UST program, Plumas County provides UST services to Sierra County but this is likely the last year for that contract service.

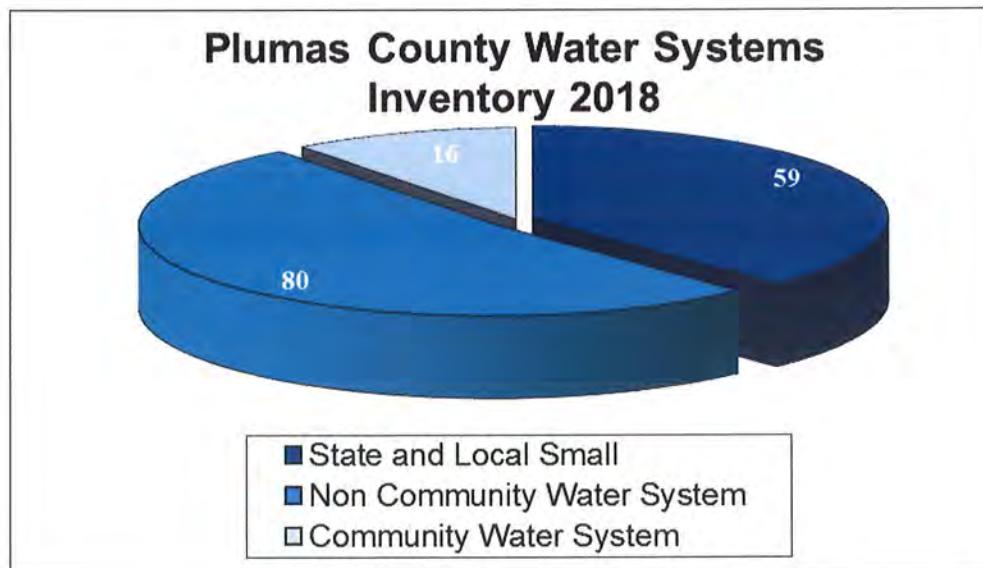
DRINKING WATER PROTECTION

Ensuring safe and potable drinking water supplies is a vital function of Environmental Health. During 2018, almost 20% of EH staff time was spent in this program. Environmental Health maintains state certification as the Local Primacy Agency (LPA) for drinking water systems. Annual program evaluations by State Water Resources Control Board (SWRCB) ensure this program meets state and federal oversight requirements. EH staff serve as a local resource for water system operators, helping ensure that our drinking water remains the highest quality possible.



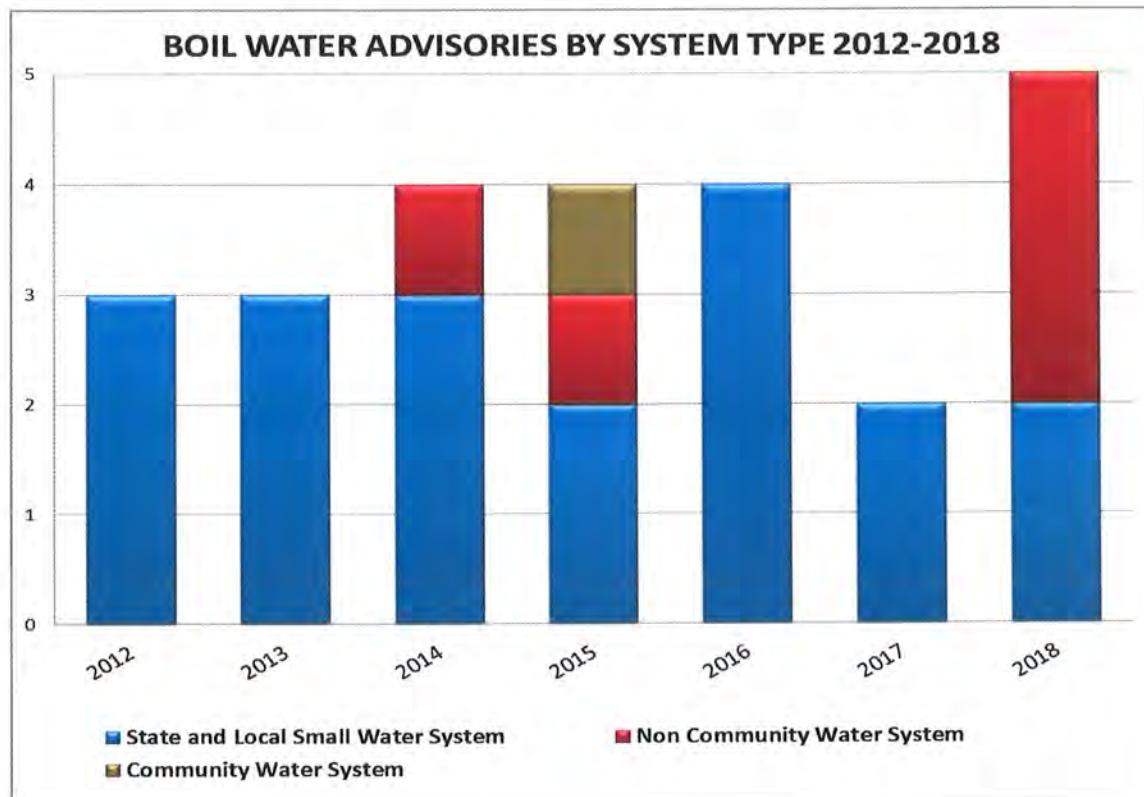
Turbine Well Pump, Feather River College

Drinking water systems are categorized based on the size of the system and the nature of the population served. Community systems typically serve year-round residents, with state and local small systems serving up to 15 connections, and small community systems serving up to 200 connections. These systems make up almost half of the regulated inventory. Non-community systems provide water to areas without residential populations such as parks, resorts, campgrounds, or workplaces. These account for the other half of our system inventory.



To ensure the water provided by these systems is safe to drink, we review and track nearly two thousand (2,000) bacteriological reports each year. In addition, we also track numerous chemical data for each of these systems.

If there is an immediate risk to human health, the system operator is required to issue a Boil Water Advisory. The few number of Boil Water Advisories issued as compared to the number of samples taken is a strong indicator of the safety of Plumas County's drinking water quality.



As shown on the Boil Water Advisories chart, the last time a residential community had an immediate drinking water health risk was in 2015. In recent years, boil water notices have only been issued for the smallest drinking water systems or those serving transient populations such as resorts or campgrounds. While the numbers are very low, the chart seems to show a slight upward trend in total advisories issued. This may be an early indicator of aging infrastructure or other problems which are making systems more vulnerable to contamination. This trend is something to watch in future years.

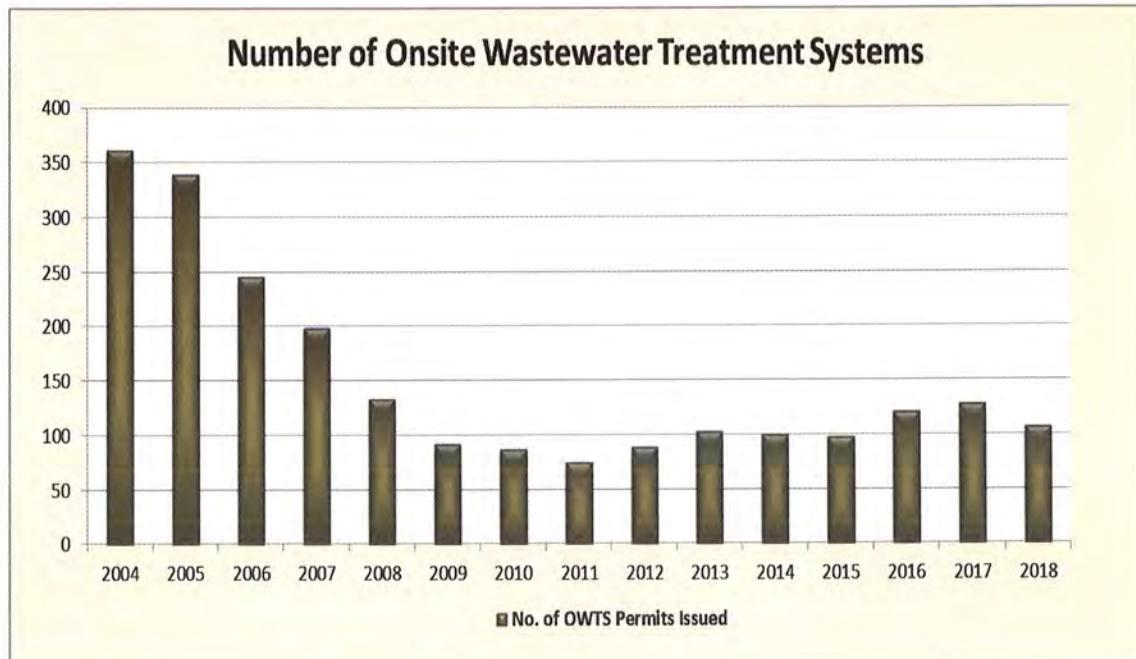
LIQUID WASTE MANAGEMENT

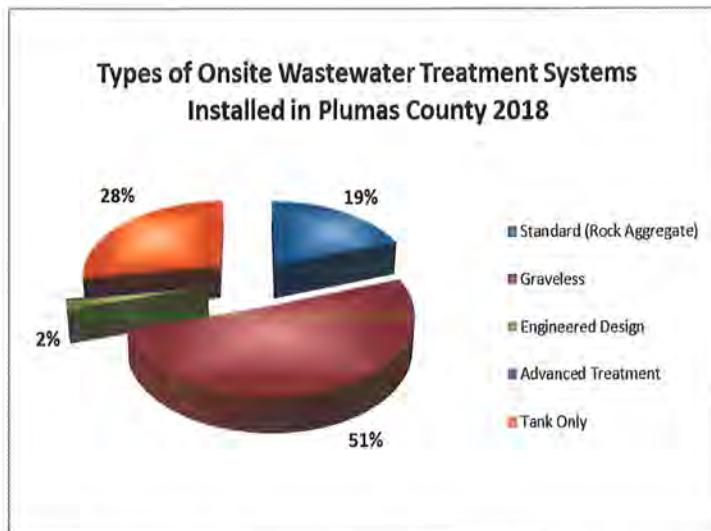


Gravel-less Onsite Wastewater Treatment System off Grizzly Road near Beckwourth

Environmental Health ensures that sewage and liquid wastes are properly handled, treated and disposed. This includes preventing human exposure to contaminated wastewater as well as preventing contamination of surface and groundwater. We specify the location, design, construction, installation and repair criteria of all septic or on-site wastewater treatment systems (OWTS) through a permit and inspection program.

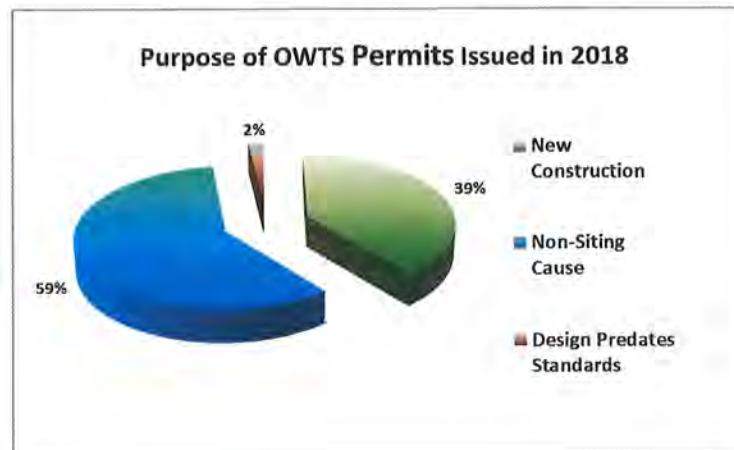
The following chart tracks the number of OWTS permits Environmental Health has issued since 2004. After three consecutive years of growth in permits issued, the number dipped somewhat in 2018, down from 128 permits issued in 2017 to only 107 in 2018.





Over half of the OWTS systems installed in the county are chamber or gravel-less design leach fields. Conventional rock disposal fields make up less than one fifth of leachfield installations, while gravel-less (or chambered) disposal fields make up more than half. The number of tank only permits continues to rise, which shows a trend toward community treatment and disposal, such as found in Grizzly Ranch, Bailey Creek, and other development communities. Only a handful of Engineered and advanced treatment OWTS were permitted last year.

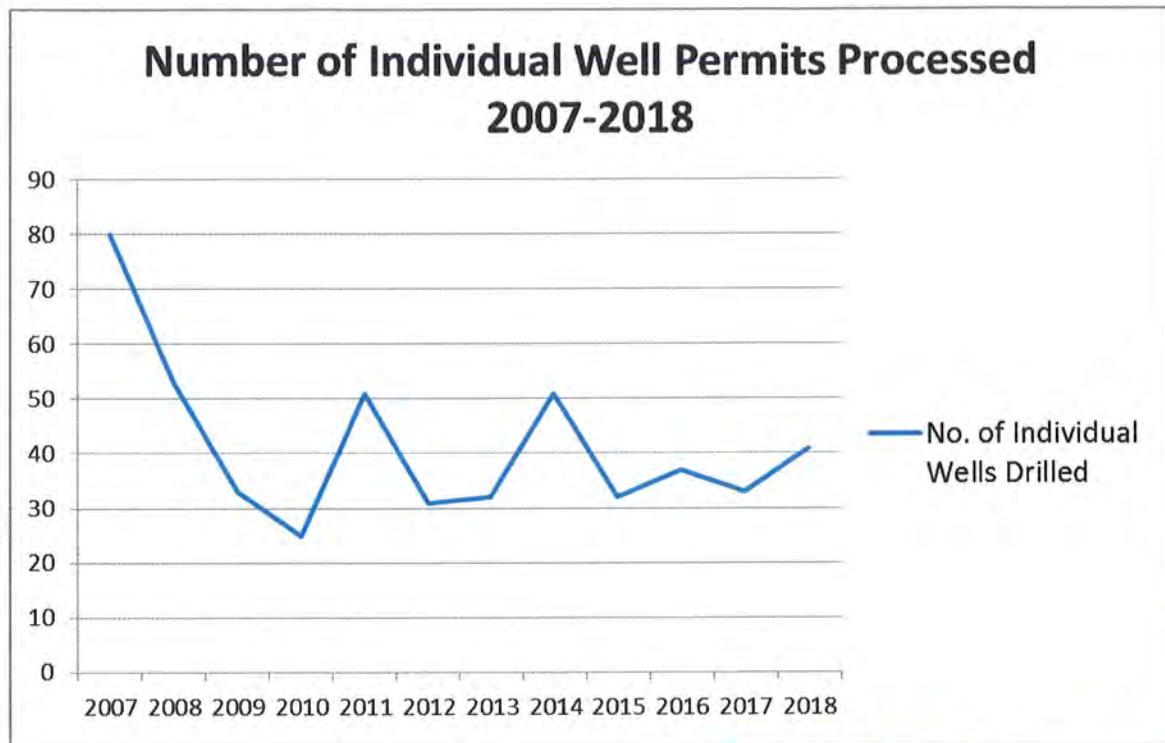
Plumas County conducts the liquid waste program under authority granted by the Central Valley Regional Water Quality Control Board. 2018 represents the first year of comprehensive reporting to the Regional Board on various performance measures including OWTS failures, complaints, design deficiencies, and water quality monitoring. Of the 107 permits issued last year, 42 were for new construction. 63 permits were issued for repairs for failing systems, and the vast majority of these failed due to root intrusion or other 'non-siting' causes. No replacement permits were issued because of failures due to groundwater intrusion, pollution or other health-based problems. Only 2 permits required a waiver from current installation standards. These waivers were granted for replacement of existing, noncompliant systems where an installation setback was increased but did not fully meet current standards.



Our OWTS program now includes a groundwater monitoring component to ensure wastewater pathogens like E. coli or nutrients like nitrates are not contaminating drinking water supplies. At the end of five years, a comprehensive analysis of water quality data will need to be performed, but currently all data strongly indicate that the Plumas County OWTS program is effective and protecting public health and the environment.

WATER QUALITY ASSURANCE

Protecting the quality of Plumas County's lakes, streams and groundwater supplies is a core function of Environmental Health. An important part of this program is the well permit process since improperly located or constructed wells can affect groundwater quality. The annual number of permits issued is shown below.



As discussed above, the number of OWTS permits issued declined in 2018, but the number of well permits issued increased from 33 to 41. Since the economic downturn that started in 2007, the number of well permits issued has generally fluctuated between 30 and 50 each year. The graph above represents all of the water well permits issued, whether for new residential construction, agricultural use, public water supply, or replacement of an old or failing well.

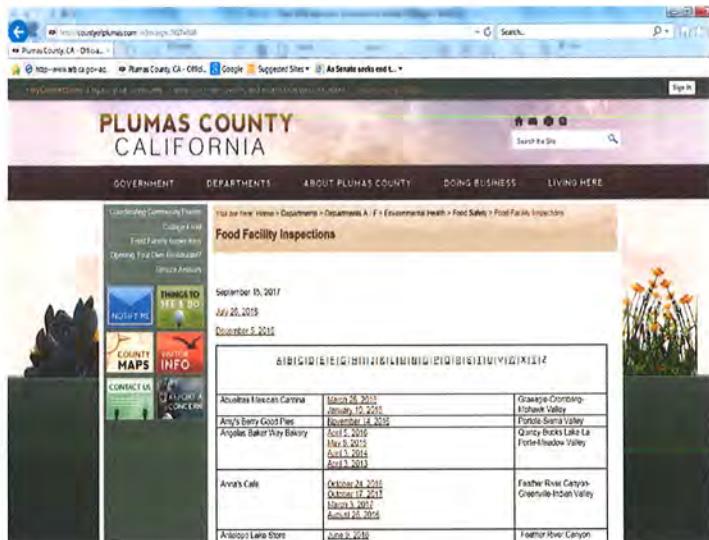
Environmental Health also issues permits for other drilling activities such as wells and soil borings used to assess groundwater pollution, geothermal heat pump borings and geotechnical investigations. An additional 16 permits were also issued for these purposes.



Ag well construction, Sierra Valley

FOOD SAFETY

Our food safety program helps protect the public from food-borne illness. Food safety is achieved through education, outreach, and inspection of retail food facilities countywide. Facilities are evaluated for compliance with the California Retail Food Code. Registered Environmental Health Specialists are authorized to inspect, record and correct violations of safe food handling practices, and even close the facility if necessary to protect public health.

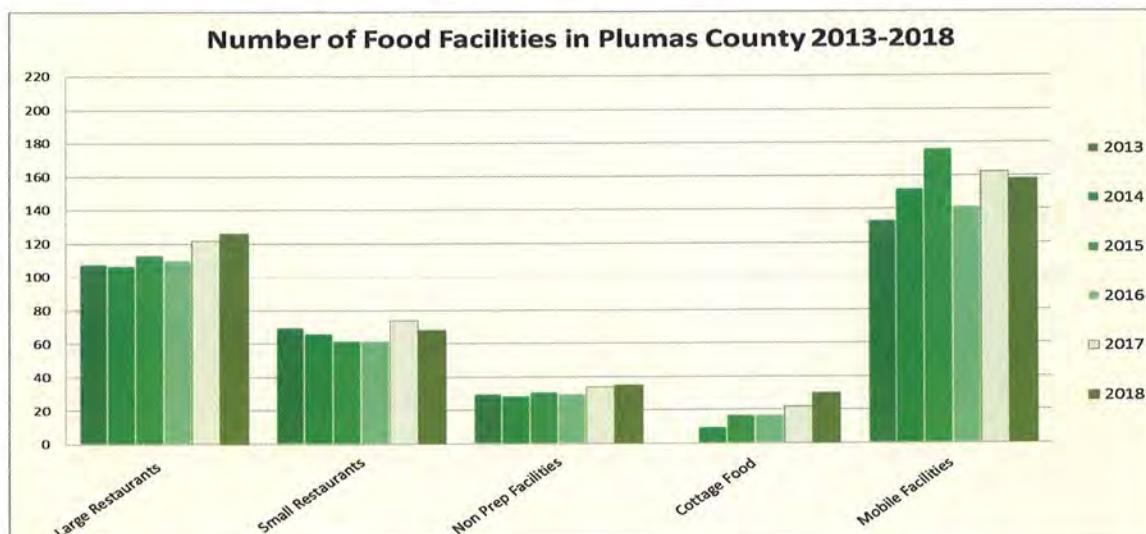


The screenshot shows the Plumas County website with a pink header. The main content area is titled 'Food Facility Inspections' and lists inspection dates for various facilities from September 10, 2017, to June 26, 2018. The facilities listed are: Acme's Mexican Cannon, Anna's Berry Good Pie, Angelic Baker Way Bakery, Anna's Cafe, and Anisimo's Lava Store. The inspection dates for each facility are as follows:

Facility	Inspection Dates
Acme's Mexican Cannon	March 24, 2018 January 10, 2018
Anna's Berry Good Pie	November 14, 2018
Angelic Baker Way Bakery	April 15, 2018 March 8, 2018 April 12, 2018 April 13, 2018
Anna's Cafe	October 14, 2018 October 17, 2018 March 1, 2018 August 28, 2018
Anisimo's Lava Store	June 9, 2018

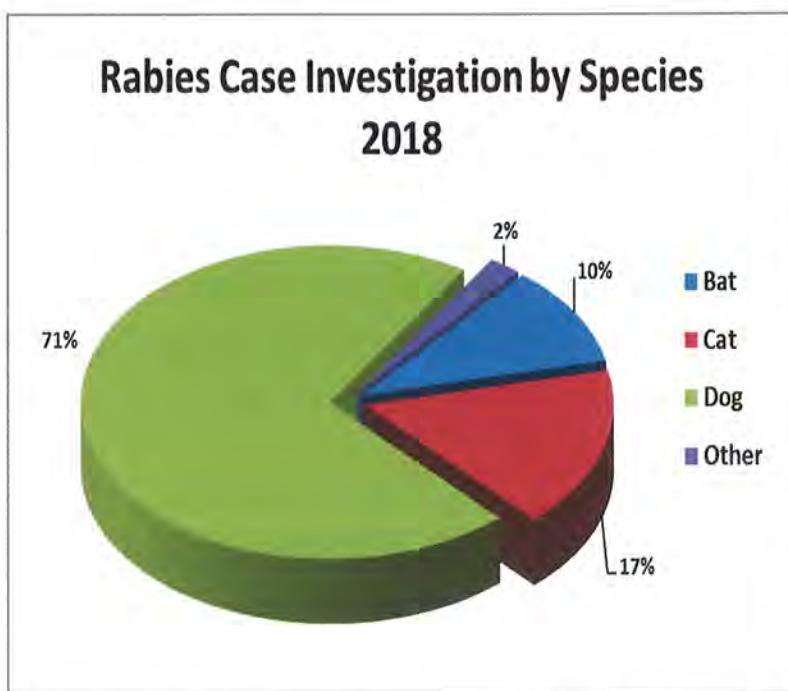
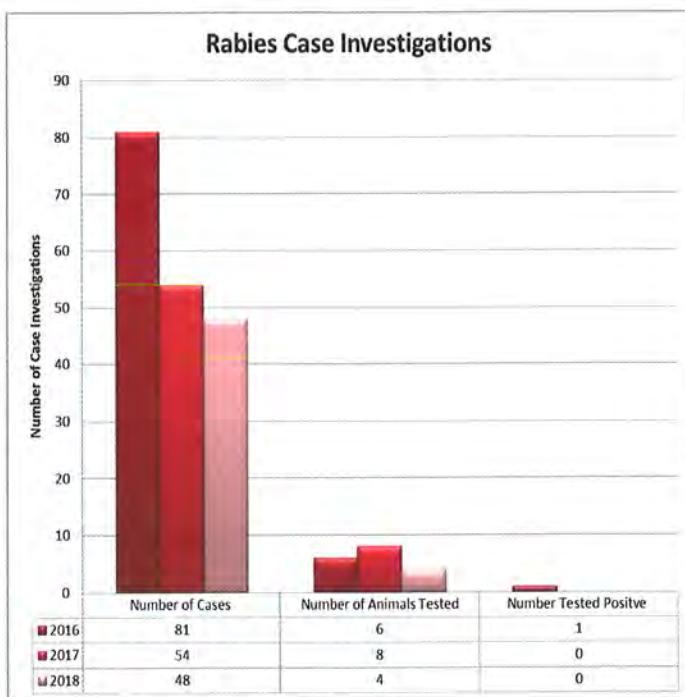
Another part of our food safety program includes public education and outreach. As part of that effort, all fixed food facility inspection reports are available to the public through Environmental Health's Food Facility Inspection page on the county's website at <http://countyofplumas.com/>

In Plumas County, the inventory of retail food facilities includes large restaurants (with a seating capacity of more than 25 or food preparation area in excess of 500 square feet), small restaurants, non-prep facilities such as convenience markets, cottage foods (limited foods prepared in home kitchens), and mobile or temporary facilities serving community events like music festivals and the county fair. The inventory of facilities operating in Plumas County since 2013 is shown below. The number of fixed facilities shows a steady increase over the past 6 years. The fluctuating number of mobile facilities reflects the number of vendors participating in various fairs, festivals and other community events.



RABIES AND VECTOR CONTROL

Our rabies and vector control program protects the public from exposure to vector-borne diseases such as Hantavirus, plague and West Nile Virus, but the majority of our time in this program is spent on rabies case investigations. We closely coordinate with state, federal and local partners while performing exposure investigations, environmental surveillance, consultation and other activities. Rabies case investigations have steadily decreased since 2016, the last year that an animal tested positive for rabies in Plumas County.



present in wild animal populations like bats, skunks and foxes. Rabies is a significant public health hazard, and the Director of the California Department of Public Health (CDPH) has declared all 58 counties in California as rabies areas every year since 1987.

In 2018, Environmental Health tracked and investigated 48 animal contact cases for potential rabies exposure. The majority of case investigations involve domestic animals, but bats are also commonly encountered. The last animal that tested positive for rabies was a bat found in Graeagle in 2016.

Plumas County is considered endemic for the rabies, meaning that the virus is constantly

Rodent Plague Surveillance in California



Environmental Health also assisted the California Department of Public Health in plague surveillance last year. Plague is a serious disease that is transmitted through the bite of an infected flea. When rodent populations become concentrated, such as near campgrounds and outdoor recreation areas, people and their pets are at risk of exposure. We helped live-trap rodents at Upper Jamison Creek Campground near Johnsville, the location of human plague cases several years ago. In 2018, flea collection and rodent blood testing did not detect the presence of plague in this area. Like rabies, Plumas County and much of the Sierra Nevada is considered at high risk for this disease.

RECREATIONAL HEALTH

Our recreational health program helps protect bather health and safety by ensuring the safe and sanitary operation of public swimming pools and spas. Environmental Health provides routine design review, permitting, inspection, and technical assistance for the 29 existing pools and spas countywide. We also plan, check and inspect repair or upgrade work to pools and spas to ensure the proposed construction meets the minimum standards required by the California pool code.



Spa Remodel, River Pines Resort, Graeagle

SOLID WASTE



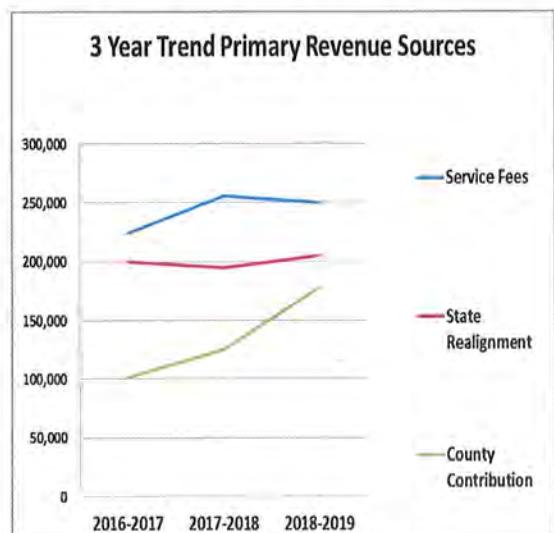
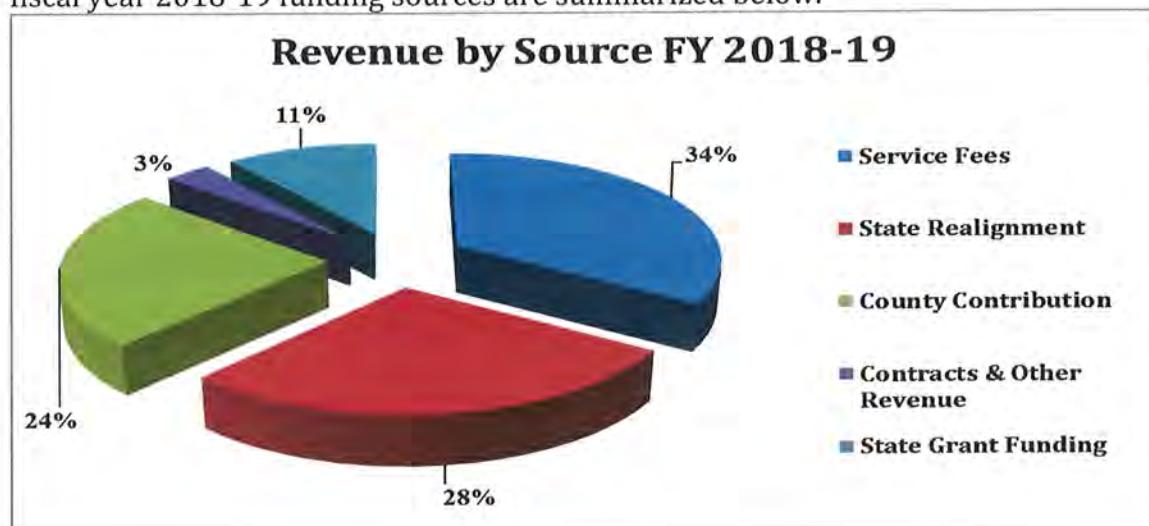
Designated as the Local Enforcement Agency or LEA by CalRecycle, Environmental Health is responsible for ensuring the proper, safe, and sanitary handling of the county's solid waste. We inspect and permit county landfills, transfer sites, and investigate old or abandoned sites for hazards. Environmental Health staff

also investigates complaints about litter, debris, and illegal dumping.

In 2018, Environmental Health staff completed 39 inspections of county transfer sites, 20 inspections of landfills, and 29 inspections of closed facilities. Results of these inspections are available at the CalRecycle website at <https://www2.calrecycle.ca.gov/SWFacilities/Directory/> In 2018 we also successfully completed CalRecycle's program evaluation which confirms the local inspection and enforcement program complies with state standards.

BUDGET AND REVENUE

Environmental Health revenue sources include Fees for Service, State Realignment, State Program Grants (most notably CUPA, Solid Waste and Drinking Water Protection), and Contracts for Services (Sierra County CUPA and LEA services). The fiscal year 2018-19 funding sources are summarized below.



Service fees, Realignment, and County contribution have long been the primary funding sources for Environmental Health. As Realignment and service fees provide a mostly constant revenue source, County contribution is usually tapped to keep up with inflation and to fund one-time expenses, such as the new field vehicle approved in the FY 2018-19 budget. Since the last fee increase was approved by the Board of Supervisors in April 2017, regular, small increases to keep pace with normal operating expenses should be considered in the near future.

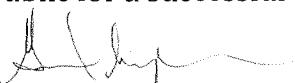
including assisting with human shelter operations, ensuring water and food supplies remain safe and secure, and assuring toxic debris is appropriately managed so communities can more quickly recover and rebuild after a disaster. History has shown that these local services can be quickly overwhelmed in an emergency, especially in small rural counties. As the threat of wildfire and other disasters continues to grow, Environmental Health is participating in this statewide effort to provide assistance to neighboring counties when appropriate as well as to receive support from our neighbors and the region should we need it.

In another statewide effort, Plumas County is actively working with the California Conference of Directors of Environmental Health (CCDEH) and the Rural Counties of California (RCRC) to secure stable funding for the small public drinking water oversight program. Across the state, small water systems are facing aging infrastructure, increasing regulation, and other significant challenges to providing safe, clean, affordable and accessible water to their customers. To help fund Environmental Health's oversight of small water systems, the Division of Drinking Water provided one-time funds that help offset these costs. As this one-time money will be exhausted next fiscal year, it is critical to establish a long-term, sustainable funding source that keeps the drinking water program under local authority and allow small water systems to spend limited funds on system improvement rather than on paying increasing oversight fees.

Another emerging issue is Environmental Health's role in sustainable groundwater management. Environmental Health provides staff support to the Sierra Valley Groundwater Management District as they develop a sustainable groundwater management plan. But this is only the tip of the iceberg for groundwater management. Currently three counties in California are facing litigation over well permit, construction or extraction issues, and at least one of these cases will be heard by the California Supreme Court. It is too early to know what future groundwater management policies or regulations will emerge from this, but it is clear that Environmental Health will be on the front lines of this very important issue.

Finally as mentioned above, cross training and succession planning are critically important to the level and quality of service provided by Environmental Health. An investment in staff is arguably the most sound investment an organization can make. During 2019 we are committed to continuing the profession growth and development of staff so we can better serve the residents and guests of Plumas County.

Thanks to the Board of Supervisors, department staff, partner agencies and the public for a successful and productive 2018.



Jerry Sipe, Director
Plumas County Environmental Health

JB

BECKWOURTH COUNTY SERVICE AREA

c/o PLUMAS COUNTY ENGINEERING DEPARTMENT

555 West Main Street • Quincy, CA 95971 • (530) 283-6268 • Fax (530) 283-6135
Robert A. Perreault, Jr., P.E. County Engineer and Manager, BCSA

AGENDA REQUEST

For the February 19, 2019 meeting of the Board of Supervisors

February 11, 2019

To: Honorable Governing Board, Beckwourth Community Service Area (BCSA)
From: Robert Perreault, Manager, BCSA *Robert A. Perreault*
Subject: Beckwourth CSA - Sewer Rate Modification at 91 Beckwourth-Genesee Road

BACKGROUND

During the January 9, 2018 meeting of the Beckwourth CSA, Resolution 18-8303 (copy attached) revising Beckwourth CSA sewer rates was adopted by the Governing Board. This followed the Proposition 218 Resolution and public meeting with revised sewer rates based upon the Wastewater Rate Study conducted by Rural Community Assistance Corporation (RCAC).

The property located at 91 Beckwourth-Genesee Road was assessed by RCAC for the rate study as having two residences and one church building on the property, equating to 3 Equivalent Dwelling Units (EDU) and monthly sewer fees of \$133.50.

On December 13, 2018, Mr. Leonard Ross stopped by the Public Works Office on behalf of Sierra Christian Church and questioned what the revised rates were based on. When the basis of the 3 EDU's was explained to Mr. Ross, he reported that there were no residences on the property, only a church, a building for meeting/classroom purpose and one for daycare. I asked Mr. Ross to put the Church's request in writing requesting the rate reduction based on use and refund sewer fees collected over \$45.50 per month base amount.

The request by Sierra Christian Church dated December 28, 2018 and January 23, 2019 is attached for reference.

The use of the buildings was confirmed by BCSA staff as one church, classroom/meeting room and day care building. The correct EDU for this property is one EDU equating to a sewer fee of \$44.50 per month.

RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of Beckwourth CSA to revise the monthly rate for property located at 91 Beckwourth-Genesee Road from \$133.50 per month to \$44.50 per month and refund sewer fee overpayment from January 2018 to present.

Attachment: Letters from Sierra Christian Church dated December 28, 2018 and January 23, 2019
Resolution 18-8303

RESOLUTION NO. 18- 8303

**A RESOLUTION REVISING
BECKWOURTH CSA SEWER RATES**

WHEREAS, the Board of Supervisors of the County of Plumas acting as the Beckwourth CSA Governing Board, is required to adopt sewer service fees for the Beckwourth County Service Area as required by section XIV of the Ordinance No. 73-18 and,

WHEREAS, the Rate Study, dated October 2017, establishes the needed sewer rate for the District to be sustainable.

WHEREAS, the Engineer's Report, dated November 14, 2017, adopted by the BCSA Governing Board at the November 14, 2017 meeting, establishing sewer fee assessments.

WHEREAS, Resolution 17-8299 dated November 14, 2017, establish procedures under proposition 218 for a proposed increase of the Beckwourth County Services Area sewer rate and Proposition 218 protest hearing. Public hearing notices were postmarked November 20, 2017, satisfying the 45 day notice requirement and sewer rate protests received are less than 50% of parcels within the Beckwourth CSA, allowing the Governing Board to establish new sewer rate.

WHEREAS, such sewer service fee is necessary for the operation of the Beckwourth County Service Area, and to accumulate a reserve for capital improvements; and,

WHEREAS, this Board determines that said fees shall be payable monthly,

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 83-3666, dated June 7, 1983, "RESCINDING Resolution 82-3568 and Setting Quarterly Sewer Service Fees in Beckwourth County Service Area", is hereby rescinded; and,

BE IT FURTHER RESOLVED that the following fees, payable monthly, shall be charged to all public, private and residential properties within the Beckwourth County Service Area including service provided within the sphere of influence:

\$44.50 per assessed equivalent dwelling unit (EDU) per month

All customers are to be assessed pursuant to the Sewer Rate Study at 1 EDU excepting the following:

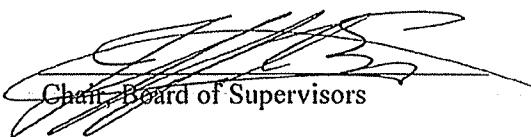
- 223 Main Street assessed 2 EDU based on residence and office, \$89.00 per month
- 91 Beckwourth-Genesee Road assessed 3 EDU based on 2 residences and 1 church, \$133.50 per month
- 81247 State Route 70 assessed 9.7 EDU based on 31 R.V. spaces, \$431.65 or \$13.92 per space per month
- 81027 State Route 70 assessed 3 EDU based on number of assumed employees at Water Resources Building, \$133.50 per month
- 81590 State Route 70 assessed 2 EDU based on residence and retail store, \$89.00 per month
- 81296 State Route 70 assessed 2 EDU based on residence and office building, \$89.00 per month
- 548 Industrial Way assessed 2.5 EDU based on Forest Service Fire Station use, \$111.25 per month

The foregoing resolution was duly passed and adopted by the Governing Board of Beckwourth County Services Area, State of California, at a regular meeting of said Board held on the 9th day of January, 2018, by the following vote:

AYES: Supervisors: SIMPSON, THRALL, GOSS, SANCHEZ, ENGEL

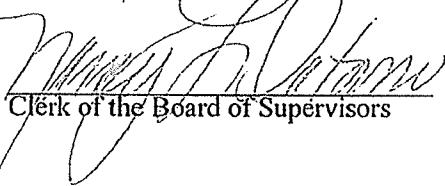
NOES: Supervisors: NONE

ABSTAIN: Supervisors: NONE



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors



December 28, 2018

Plumas County Public Works
Mr. Rob Thorman, P.E.
1834 East Main Street
Quincy, CA 95971

RECEIVED

JAN 03 2019

PLUMAS COUNTY
ENGINEERING DEPT

Dear Rob,

Thank you for this opportunity to correct the record for the usage of our facilities.

This letter follows up the meeting with Leonard Ross regarding the monthly sewer rate charge and reimbursing us for the charges that were based on incorrect information.

Sierra Christian Church, located at 81059 Highway 70 in Beckwourth, has classrooms but no residences on the property. No residences were located on the property for all of 2018.

We want to thank you for your consideration of this matter. If you have any questions, please call (530) 249-9136.

In Christ's Service,

Rallin O. Klundby
Elder

"Then you will know the truth, and the truth will set you free."
John 8:32



January 23, 2019

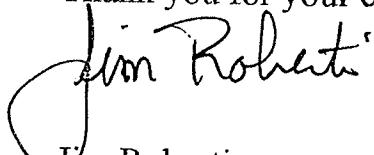
Beckwourth CSA
1834 East Main Street
Quincy, CA 95971
Attn: Rob Thorman, P.E.

Dear Board of Directors:

We are requesting a refund for the overcharge of \$133.50 per month instead of \$44.50 per month for the months overcharged in 2018. The overcharge was for two homes that were not on the property.

I've included our original letter dated December 28, 2018, that includes additional information for this request.

Thank you for your consideration.



Jim Roberti
Elder

RECEIVED

JAN 28 2019

PLUMAS COUNTY
ENGINEERING DEPT

"Then you will know the truth, and the truth will set you free."
John 8:32

P.O. Box 998 | Portola, CA 96122 ~~~~~ 81059 Highway 70 | Beckwourth, CA 96129

3A

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING ARTICLE 6, OF CHAPTER 4 OF TITLE 2 OF THE PLUMAS COUNTY
CODE RELATING TO THE COUNTY ADMINISTRATIVE OFFICE AND COUNTY
ADMINISTRATOR.

The Board of Supervisors of the County of Plumas, State of California, ordains as follows:

SECTION 1. Article 6 of Chapter 4 of Title 2 of the Plumas County Code is amended in its entirety to read as follows:

Article 6. County Administrative Office

Sec. 2-4.601. Establishment.

A County Administrative Office is hereby established in order to provide effective centralized administration for the government of Plumas County under the direction of a County Administrator. Under the policy direction of the Board of Supervisors, the County Administrator shall direct and coordinate the administrative activities of all County offices, departments and agencies, both appointive and elective. The scope of authority of the office shall be prescribed from time to time by resolution of the Board of Supervisors.

The powers of the County Administrator shall be exercised so as not to conflict with the State statutory duties of any elected or appointed officials of the County; and, further, those officials shall retain a right to consult with the Board of Supervisors directly, and to appeal any decision by the County Administrator, on any issue of importance, subject to applicable procedural rules approved by the Board of Supervisors.

Sec. 2-4.602. County Administrator.

The position of County Administrator is created to carry out and enforce the policies of the Board of Supervisors. The qualifications, duties and responsibilities of the County Administrator shall be prescribed from time to time by resolution of the Board of Supervisors.

The County Administrator shall serve at the pleasure of the Board of Supervisors, and may be removed by majority vote at any regular meeting of four (4) or more members of the Board. Any decision to remove shall be sufficient without a showing of good cause or right to appeal. The incumbent shall not be removed without sixty (60) days' prior to written notice, except that the County Administrator shall not be given notice during the first one hundred twenty (120) days following any change in membership of the Board except upon a four-fifths vote of the Board. Without affecting the at-will status of the County

Administrator, the Board of Supervisors Chairperson shall arrange for a performance evaluation of the County Administrator on or near the anniversary of the date of hire, using a written format similar to that used for other appointed department heads.

SECTION 2. Section 1-8.04 of the Plumas County Code is amended to replace the term “County Administrative Officer” with the term “County Administrator.”

SECTION 3. Effective and Operative Dates; Publication; Codification.

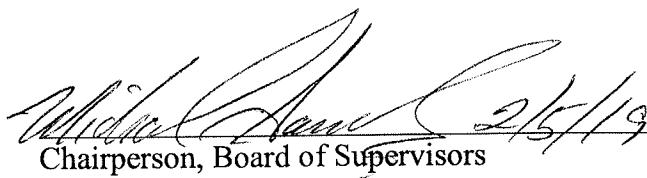
This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the *Feather River Bulletin*, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Section 2 of this ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 5th day of February 2019, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 19thst day of February 2019, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:



Michael J. Davis 2/19
Chairperson, Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

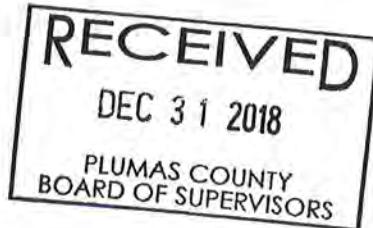
CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

5A

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

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1.	Name of Claimant:	<u>Jack Hannaleck</u>		
2.	Date of Birth:	<u>5/3/54</u>	3.	Gender (circle one): <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
4.	Mailing Address of Claimant:		Plumas County Jail 50 Abernathy Ln Quincy CA	
	Address	City	State	Zip
5.	Mailing Address where notices are to be sent (if different than mailing address of claimant): <u>N/A</u>			
	Address	City	State	Zip
6.	Telephone Number of Claimant: <u>N/A</u>			

INFORMATION ABOUT CLAIM

7. Incident Date: Month 11 Day 8 Year 2018

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
County Jail at 50 Abernathy Ln. Quincy Ca. 95971

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
On the above said date 1/8/18 Plumas County Jail PGE shut the power off. Sgt. A. Hermann ordered c/o wiloughbee to bring a gas powered generator into the men's worker Dorm. c/o brought the generator with a light attached and had all the workers go into the small day room and said he was to use the generator for light for 30 minutes or so. I told him before he started it that I had COPD and the carbon
(Continued see attached)

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
affects my COPD to the point it's making me cough a lot I am not able to work my job as it should be done where I take more breaks to rest, I feel more tired and over all labored doing what is required of me and efficiently. My chest is tight, I have had a heart attack that I take meds for and) hep C, kidney problems, sleep Apnea to name a few in
Page 1 of 2 which all of these problems are affected over this.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO

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

Sgt. A. Hermann Plumas County Jail

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? YES NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: YES NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

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

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

Jack Hannaleck
Signature

_____ Date

Jack Hannaleck
Printed Name of Person Completing Claim

monoxide fumes would be a serious problem to my COPD and it would affect me in a serious way. All 13 men was pleading with the c/o not to start the generator, it even had on the side NOT FOR INSIDE USE but sgt. A. Hermann ordered the c/o to start it anyway. When it was started the room imedately was filling the room with smoke and carbon monoxide, I rushed to a door with my shirt over my face trying to get fresh air in which there was very little. I began to have very very labored breathing and shakes to where I was disoriented for approximately 15 minutes. Everyone and myself was pleading to have this generator turned off and to get me out of the room. I was at the point of fainting and gasping for air, and finally with help from another inmate and c/o they got me out of the room completely fill with smoke to another holding cell where I sat on the cement floor real confused and shaking, shaking, and disoriented. While I was in the other cell the c/o brought in another man with a towel over his face and gagging and dry heaving. The carbon monoxide was affecting me and him in a very bad way. After approximately 30 minutes or so the c/o brought me to see the nurse in which she took my vitals and my blood pressure was real high, she also gave my my prescribed inhalers I use 2 times daily sense the beginning of my time about 9 months, it didn't even help me much. They took me back to the holding cell

2012

where they kept me until the Dorm cleared of smoke and fumes and had 2 very large fans on to clear the Dorm. They brought me back to the dorm where I went to my rack feeling ill and still a bit disoriented. I have a nebulizer machine and medicine I've had the whole time I've been here that before this issue I've used maybe 3 times. It has been almost 2 months and I have had to use it almost daily. I still have labored breathing and I cough a lot sense this issue. I believe this is a violation of my 8th Amendment Right of cruel and unusual punishment and I would like to file on Sgt. A. Hermann that gave the order to use this gas generator indoors because I still have more issues with my COPD than I already had. I have had a heart attack I take a lot of meds for, along with blood thinners, bone disease scaring on lungs from pneumonia, sleep Apnea all are affected by the smoke and Carbon Monoxide from the gas generator.

I have sent in a grievance in which there was nothing done as far as discipline and Sgt. A. Hermann has treated all of us involved in this in my opinion much worse sense the grievance.

CLAIM AGAINST THE COUNTY OF PLUMAS

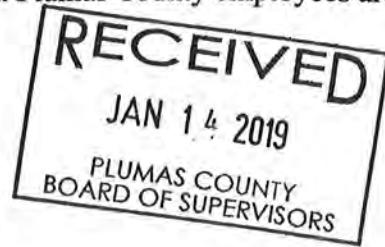
(Pursuant to Government Code §910.4)

5B

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

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1.	Name of Claimant:	<u>BRON Craghead</u>		
2.	Date of Birth:	<u>9/30/77</u>	3.	Gender (circle one): <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
4.	Mailing Address of Claimant:	<u>50 ABERNATHY LN</u>	<u>Quincy</u>	<u>CA</u>
	Address	City	State	Zip
5.	Mailing Address where notices are to be sent (if different than mailing address of claimant):			
	Address	City	State	Zip
6.	Telephone Number of Claimant:			

INFORMATION ABOUT CLAIM

7. Incident Date: Month 11 Day 8 Year 18

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Plumas County JAIL Correctional Facility

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
 ON Thursday 11-8-18 at 7pm Plumas County JAI Had a power outage. There was a small 1000 watt Generator brought in the work from the Dorm were I am Housed with 3 other trustee workers inmate's. I Had Been laying on my Bed Do not ever I Had 16 teeth pulled. The Officer come into the Dorm with the Generator and told us trustee inmates to get up and Come to the small Day Room and sit around this Generator with a light on it
 see back page

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim: →
 The care of inmates life's and Not caring about inmates Health and The safe and Secure of any Harm to inmates
 lack of training to keep the inmates life safe
 No

Attached Paper

That's it. He is going to start up in about 5 min. So I asked ~~the~~ C/o wilabe if this was a joke? You've got to be joking. And I was told Nope. No Jokes. I then told Officer Wilabe that You Can't Do this to us. But C/o wilabe said he was told by SGT. A. H. H. to start the Generator when the back up generator went out. I told C/o wilabe Please not to do this I'm already light headed due to all my teeth being pulled and I've lost a lot of blood and I wasn't filling good. He blow off what I was asking. Then me and 3 other trustee worker inmates was first to sit in this small room as he started up the generator as it started filling the room up fast with Carbon-Monoxide. We was saying it says on the side of the generator Not to operate indoors ^{in BIG LETTERS}. Also blow off what we was saying about that. So the room filling up with Carbon Monoxide Poisoning we was all first to use the shirts off our back try to keep from breathing the poison. I've known people have died of Carbon Monoxide poisoning. At this point I began to fear for my life. and we was told by the C/o if we was to try and get away from breathing this poison that we will be charged with escape. I didn't know what to do or how long this was going to go on for. I felt so scared for my life. Not sure

if I was going to make it though this. I sat in a
corner started praying. Thinking about my
wife, my son and then other inmate-lives
as well at that point inmates started
getting sick and getting pull out of the dorm
walking over (and taken) to Nurses Office. Sit over my face in the corner
I started getting very dizzy and sick
we all started to begin to panicing.
For 13 men we was scared for
are lives. After that day every day
for a week I had a bad headache, chest pain
Bad Cough. I have never in my life
been so afraid of lossing my life.
My life was flashing before my eyes
as my life sits in these young SGT./C/0 hands
30 years of working in construction
know that operating any gas powered equipment
in doors could led to death if to breath
carbon monoxide for a great amount of time.
I was in fear for my life. I now fill
we are getting treated bad for saying
any thing about the night this happened
as if it was our fault. I'm so very sorry
for what led me here. But us as inmates
I believe have right. we have familys and
are humanbeings. No one should have to be treated
this way. Thank you so very much for your
time for this matter.

RON Ceagheat

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO

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

SGT. A. Hermann

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? YES NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip
16. Policy Number:			
17. Are you the registered owner: <input type="checkbox"/> YES <input type="checkbox"/> NO			
18. Amount of deductible: \$ _____			
19. Make: _____	Model: _____	Year: _____	

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

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

Brian Craghead
Signature

1-8-19
Date

Printed Name of Person Completing Claim

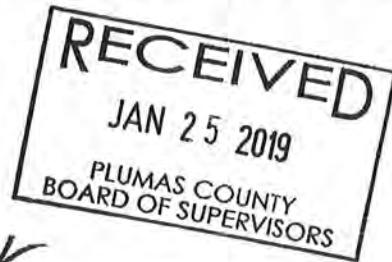
CLAIM AGAINST THE COUNTY OF PLUMAS
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5c

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MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1.	Name of Claimant:	<u>Gary Wayne Clark</u>		
2.	Date of Birth:	<u>09-06-1979</u>	3.	Gender (circle one): <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
4.	Mailing Address of Claimant:			
	<u>50 Abernathy Ln.</u>	<u>Quincy</u>	<u>Ca.</u>	<u>95971</u>
	Address	City	State	Zip
5.	Mailing Address where notices are to be sent (if different than mailing address of claimant):			
	Address	City	State	Zip
6.	Telephone Number of Claimant: <u>N/A</u>			

INFORMATION ABOUT CLAIM

7. Incident Date: Month Nov. Day 8 Year 2018

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Plumas County Jail 50 Abernathy Ln. Quincy Ca.
95971

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
see attached pages please -

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
see attached pages please -

may be known at the time of presenting claim:
I have suffered extreme mental health issues, was never seen by a doctor to make sure I was okay. I have never been more scared for my life or other inmates' lives. We were forced to breathe toxic carbon monoxide fumes that can cause severe brain damage and or death.

Wanton - (Wantonly) Having no regard for justice or for other persons, feelings, rights, or safety.

On 11-8-2018 between 8pm and 10pm The officers in charge violated the Eighth Amendment of 14 inmates including myself due to cruel and unusual punishment. The jail was on generator power due to a county power outage. I believe it had something to do with severe wind conditions and the Butte county camp fire emergency. The generator had to be shut off due to a diesel leak. Officer Willoughby came in the work furlough dorm with a gas powered generator that had a light attached to it. He called us all into the day room area where he placed the gas powered generator on a table and started it up, why they attempted to fix the big diesel powered generator, we expressed our concern on the danger of breathing toxic fumes from the generators exhaust, there was a warning label right on the generator stating not for

We all experienced light headedness, head aches, nausea, coughing and choking. We were forced to breath the toxic fumes for approximately 2 hours. We expressed our concerns about the hazard of breathing these toxic fumes and suggested that the doors should be open and the generator placed outside. Officer Willoughby laughed and stated "He grew up in a barn, he was used to breathing toxic fumes. I understand he was following orders from his superior officer. I feel there was zero concern for our well being and this was a direct violation of our Eighth Amendment. We had inmates with medical conditions and all was ignored. Even without medical conditions carbon monoxide fumes are extremely hazardous and life threatening if exposed to them for as long as we were, we have all filed grievances and would also like to file a lawsuit, we feel there is a very strong case of cruel and unusual punishment and numerous other constitutional rights being violated. I am including what I have found during my personal research. ➤ next page

Acting with deliberate indifference, Deliberate indifference is the Standard applied in a class action cases. A correctional official acts with deliberate indifference if he or she knows of and disregards an inhumane condition or action that constitutes an excessive risk to inmate health or safety. A correctional official's knowledge can be proved by showing that he or she had actual notice of the problem or by showing that the problem or risk was obvious. A correctional official would not escape liability if the evidence showed that he or she merely refused to verify underlying facts that he or she strongly suspected to be true or declined to confirm inferences of risk that he or she strongly suspected to exist. The need to establish "deliberate indifference" in order to show cruel and unusual punishment claims is one reason why it is important for inmates to make written complaints to correctional officials whenever serious conditions problems occur.

We are respectfully asking for your assistance in this matter. If you can not assist us please refer us to someone who can.

Respectfully written
By Gary Clark

Note please feel free to come speak to me in person if you want thanks.

Also it is to my best understanding that people can and have died from Carbonmonoxide fumes. I also would like to express my reasons for delaying this complaint, the reasons are due to fear of retaliation. Ever since we filed the grievance we have been treated very differently and have had privileges and programs that were earned taken. I strongly believe it is due to the person responsible for the incident is the commanders daughter in law. I have been seeing behavioral health due to this and would appreciate someone to investigate this please.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO

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

Sgt. A. Hermann

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? YES NO

15. Name of insurance carrier and telephone number (including area code):

Name

Telephone Number

Address

City

State

Zip

16. Policy Number: _____

17. Are you the registered owner: YES NO

18. Amount of deductible: \$ _____

19. Make: _____ Model: _____ Year: _____

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

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

Gary Clark
Signature

1-18-2019

Date

Gary Clark

Printed Name of Person Completing Claim