

## **BOARD OF SUPERVISORS**

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

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

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

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

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

**AGENDA FOR REGULAR MEETING OF NOVEMBER 14, 2017 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

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

ACTION AGENDA

**1. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Environmental Health Director
- B. Conference with staff regarding labor negotiations: In-Home Supportive Services providers represented by the California United Homecare Workers Union, Local 4034, AFSCME/SEIU
- C. Personnel: Public employee discipline/dismissal/separation
- D. 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)**

STANDING ORDERS

11:00 A.M. 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

### **2. 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) BEHAVIORAL HEALTH**

Approve and authorize the Interim Behavioral Health Director to sign the following contracts:

1. West Hills Hospital, not to exceed \$75,000, approved as to form by County Counsel
2. California Human Development, not to exceed \$20,000, approved as to form by County Counsel
3. Plumas Rural Services Whole Person Care Housing Navigations, no to exceed \$63,090; approved as to form by County Counsel
4. Ken Crandall, not to exceed \$16,000, to provide field supervision as Assigned Field Instructor; approved as to form by County Counsel
5. Memorandum of Understanding with San Benito County and Mariposa County regarding Whole Person Care Pilot Project; approved as to form by County Counsel

#### **B) PROBATION**

Authorize the Auditor/Controller to pay claim of \$2,322.85 to Plumas Superior Court for 5 Sustain Licenses without a contract

#### **C) CLERK/RECORDER**

Adopt **RESOLUTION** Requiring the County Recorder to Discontinue Collection of the One Dollar Fee for Social Security Number Truncation, effective December 31, 2017

#### **D) SOCIAL SERVICES**

Approve and authorize the Director of Social Services to sign non-financial with the California Department of Social Services for legal representation in matters connected with the appeals of Notices of Action issued in the Resource Family Approval Program operated by the Plumas County Department of Social Services; approved as to form by County Counsel

#### **E) PUBLIC WORKS**

- 1) Ratify execution of a Professional Services Agreement, not to exceed \$3,800 between the County of Plumas and M.T. Hall & Associates, Inc. to perform binder grade and content determination for two cold mix asphalt samples and provide a report indicating test findings
- 2) Adopt **RESOLUTION** authorizing the Department of Public Works to enter into a Land-Use Contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow Trailheads
- 3) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 2.0 FTE Public Works Road Maintenance Worker positions
- 4) Authorize the Department of Public Works to extend the term of an Extra-Help employee from 30 days to 90 days, ending January 21, 2018
- 5) Approve and authorize the Chair to sign agreement between County of Plumas and Bob's Janitorial, not to exceed \$20,880, for maintenance of Public Works headquarters building through June 30, 2020; approved as to form by County Counsel
- 6) Adopt **RESOLUTION** authorizing Execution of Amendment No. 1 to Caltrans Cooperative Agreement No. 02-0146 for Utilization of County Route A-13 as a detour during the construction of the Hamilton Branch Bridge Replacement Project-Detour

**F) FACILITY SERVICES**

Approve and authorize the Director of Facility Services to sign Construction Agreement, not to exceed \$137,250, between County of Plumas and SHI Roofing for the repair and re-roof of the One Stop Permit Center; approved as to form by County Counsel

**G) DISTRICT ATTORNEY**

- 1) Approve and authorize the District Attorney to sign a multi-year contract with Thomson Reuters for on-line legal research and documents generation; approved as to form by County Counsel
- 2) Approve and authorize the District Attorney to sign a multi-year contract with Thomson Reuters for investigations and the public administrator for access to a real-time public records tool for locating people and assets; approved as to form by County Counsel

**3. DEPARTMENTAL MATTERS**

**A) SOCIAL SERVICES – Elliott Smart**

Presentation of Social Services Trends Report for quarter ending September 30, 2017

**B) PUBLIC HEALTH AGENCY – Andrew Woodruff**

Power Point presentation – Opiate Drug Update

**C) BEHAVIORAL HEALTH – Louise Steenkamp**

- 1) Approve and authorize the Chair to sign Service Agreement between County of Plumas and Plumas Crisis Intervention and Resource Center (PCIRC), not to exceed \$79,133, to provide MHSA Community Services and Supports funding for operating expenses at the Wellness and Family Resource Centers; discussion and possible action; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$11,000, between County of Plumas and Ken Roper & Associates for design plans for remodel of the Sierra House, Quincy; approved as to form by County Counsel

**D) HUMAN RESOURCES – Nancy Selvage**

Adopt **RESOLUTION** amending the Memorandum of Understanding between the County of Plumas and the Probation Associations and the Mid-Management Probation Association. **Roll call vote**

**E) SHERIFF – Greg Hagwood**

Discussion and possible action regarding site plan for construction of the new Plumas County Correctional Facility (Jail)

**4. BOARD OF SUPERVISORS**

- A. Discussion and possible action regarding Plumas County Drug Court; and authorize the Chair to sign Memorandum of Agreement as presented
- B. Approve and authorize the Chair to sign letter to Caltrans regarding proposal to Vacate a Portion of State Highway Right-of-Way in Greenville; discussion and possible action
- C. Introduce and waive first reading of an **ORDINANCE** Amending Article 2 of Chapter 5 of Title 2 of Plumas County Code (Salaries: Elected Officials). **Roll call vote**
- D. Discussion, possible action and/or direction to staff regarding County Administrative Officer Job Description
- E. Discussion and possible action to consider re-assignment of Risk Management function from the Auditor/Controller to the Board of Supervisors
- F. Economic Development Committee: Presentation by John Steffanic of Plumas County Economic Development strategy; discussion and possible action
- G. Correspondence
- H. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

I. Appointments

**SIERRA VALLEY FIRE DISTRICT**

Appoint Laurel Colberg, Ron Matlock, and Rick Allison to the Sierra Valley Fire District Governing Board to form a quorum necessary to conduct business

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

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convene as the Governing Board for Quincy Lighting District and Crescent Mills Lighting District**

**5. QUINCY LIGHTING DISTRICT/CRESCEENT MILLS LIGHTING DISTRICT**

Consider results of Special Parcel Tax Election held on November 7, 2017; discussion, possible action and/or direction to staff

**Adjourn as the Governing Board for Quincy Lighting District and Crescent Mills Lighting District and reconvene as the Board of Supervisors**

**6. BECKWOURTH COUNTY SERVICE AREA** – Robert Perreault

Adopt Engineers Report and **RESOLUTION** Establishing Procedures Under Proposition 218, Calling for a Proposed Increase of the Beckwourth County Service Area Sewer Rate and Protest Hearing. **Roll call vote**

**7. PUBLIC WORKS** – Robert Perreault

- A. Greenville Water and Sewer Systems Repair Project Department of Public Works: Consider acceptance of construction by the Contractor; and conditionally authorize the remaining amount of \$91,738.29 to be released by the Director of Public Works to the Indian Valley Community Services District; discussion and possible action
- B. Report and update on the proposal to abandon Sierra Valley McNella Lane (County Road 117A); discussion and possible action
- C. State Route 70 Pedestrian Improvement Project, East Quincy: Authorize execution of Amendment No. 4 to the Professional Services Agreement between County of Plumas and Dokken Engineering, not to exceed \$111,898.57, for the design and construction management services; discussion and possible action
- D. Introduce and waive first reading of an **ORDINANCE** amending Sections of the Plumas County Code Pertaining to the Addition of Parking Restrictions along Bucks Lake Road in the Vicinity of Plumas District Hospital, Quincy. **Roll call vote**

**ADJOURNMENT**

Adjourn meeting to Monday, November 27, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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

**Louise Steenkamp Interim Deputy Director**



**DATE:** November 3, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Louise Steenkamp Interim Deputy Director Behavioral Health

**Agenda:** Agenda Item for November 14, 2017

## **Recommendation:**

1. Approve and authorize the Acting Deputy Director to sign contract between Plumas County Behavioral Health and West Hills Hospital for \$75,000.00. This contract has been approved to form by County Counsel.
2. Approve and authorize the Acting Deputy Director to sign contract between Plumas County Behavioral Health and California Human Development. This \$20,000.00 contract has been approved to form by County Counsel.
3. Approve an authorize the Acting Deputy Director to sign Service Agreement between Plumas County Behavioral Health and Plumas Rural Services Whole Person Care Housing Navigations and Supports not to exceed \$63,090.00. This agreement has been approved to form by County Counsel.
4. Approve an authorize the Acting Deputy Director to sign contract between Plumas County Behavioral Health and Ken Crandall for \$16,000.00. This contract has been approved to form by County Counsel.
5. Approve an authorize the Acting Deputy Director to sign Memorandum of Understanding between Plumas County Behavioral Health San Benito County, and Mariposa County. This contract has been approved to form by County Counsel.

## **Background:**

1. The Behavioral Health Department contracts with West Hills Hospital the subcontractor provides recovery services in accordance with program Guidelines as defined in Title 9 of the California Code of regulations, which is incorporated herein referenced.

2. The Behavioral Health Department requests to contract with California Human Development. They provide a 40-bed comprehensive residential treatment facility program. Treatment services offered include exercise, nutrition, life-skills programs, job readiness preparation, anger management, self-esteem training, parent education, family reunification, relapse prevention.
3. The Behavioral Health Department requests to enter a service agreement with Plumas Rural Services. Contractor shall provide the County with housing navigation and support services, respite and sober housing made possible by funding through the Whole Person Care Pilot grant project.
4. The Behavioral Health Department requests to contract with Ken Crandall. Contractor will provide field supervision as Assigned Field Instructor for three California State University Chico Student Interns for the academic year. Contractor will provide field supervision per student week. In addition, contractor will provide County department task supervisor to Coordinate Student Learning Activities.
5. The Behavioral Health Department requests to enter a Memorandum of Understanding with the following counties; San Benito and Mariposa, to establish the terms and conditions under which the California Small Counties Collaborative will meet and function in consideration of collectively sharing the cost of, increasing the number of beneficiaries for and decision making regarding the Whole Person Care Pilot grant project, a grant for which the Parties could not compete without cooperation.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



JB

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

DATE: November 14, 2017

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to approve and authorize Probation Department to pay Superior Court for Sustain licenses for the period of 4/1/17 – 9/29/17

---

### **Recommendation**

Approve and authorize the Probation Department to pay Superior Court for Sustain licenses for the period of 4/1/17 – 9/29/17 in the amount of \$2,322.85 for 5 'read only' licenses.

### **Background and Discussion**

The Probation Department had 'read only' access to Superior Court's Sustain program for accessing court information such as court calendars, minutes, police report numbers, etc. Superior Court's contract with Probation for Sustain licenses expired on March 31, 2017. Superior Court never executed a new contract but allowed Probation to have continued access to Sustain. The Probation Department contacted Superior Court several times regarding the expired contract without success. At this point, a new contract is not necessary. Probation did use the program frequently during the time period noted above and would appreciate being approved to pay Superior Court for the usage of the program.

PLUMAS COUNTY CLERK

Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256  
Records Management (530) 283-6007

---

520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155



jc

DATE: November 6, 2017

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, County Clerk-Recorder, *Kathy Williams*  
Registrar of Voters

SUBJECT: Resolution - Social Security Truncation Program  
November 14, 2017 Agenda

Kathy Williams  
Clerk – Recorder  
Registrar of Voters  
[kathywilliams@countyofplumas.com](mailto:kathywilliams@countyofplumas.com)

Melinda Rother  
Assistant  
[melindarother@countyofplumas.com](mailto:melindarother@countyofplumas.com)

---

Article 3.5 Chapter 6 Part 3 of Division 2 of Title 3 of the Government Code requires the County Recorder to establish a social security number truncation program.

The program was implemented on January 8, 2008 and required, for each official record recorded between January 1, 1980 and December 31, 2008, that the County Recorder create, in an electronic format, an exact copy of the record, known as a public record, except that any social security number contained in the public record be truncated and for each official record recorded on or after January 1, 2009, that the County Recorder create a copy of that record in an electronic format and truncate any social security number contained in that public record.

The legislation has also added subdivision (d) to Section 27361 of the Government Code which provided that the County Recorder charge an additional fee of one dollar for recording the first page of every instrument, paper, or notice required or permitted by law to be recorded as authorized by each county's Board of Supervisors and such fee shall not be charged after December 31, 2017. The funds generated by this fee are to be used only by the County Recorder collecting the fee for the purpose of implementing the social security number truncation program pursuant to Article 3.5 of the Government Code.

Funds have been collected and deposited into department 20489, SS Truncation Program fund and are authorized to be spent solely for the purpose of continuing the back redaction of social security numbers from recorded documents from a period of 1981 to 1985.

RESOLUTION NO. 17- \_\_\_\_\_

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,  
STATE OF CALIFORNIA, REQUIRING THE COUNTY RECORDER TO  
DISCONTINUE COLLECTION OF THE ONE DOLLAR FEE FOR  
SOCIAL SECURITY NUMBER TRUNCATION EFFECTIVE DECEMBER 31, 2017

**WHEREAS**, the Board of Supervisors adopted Resolution 2008-7439 authorizing the County Recorder to collect an additional \$1.00 (One Dollar) fee effective January 8, 2008 on all documents pursuant to Government Code section 27361(d)(1) to establish a social security number truncation program; and

**WHEREAS**, Government Code section 27361(d) (2) requires that a county recorder shall not charge the social security truncation fee after December 31, 2017;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that pursuant to Government Code 27361(d)(2) the County Recorder shall discontinue collecting the \$1.00 (One Dollar) Social Security Truncation Fee effective December 31, 2017.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 14th<sup>th</sup> day of November, 2017 by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Lori Simpson  
Chair of the Board of Supervisors

ATTEST: Nancy L. DaForno  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

20

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9126

ELLIOTT SMART  
DIRECTOR

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

DATE: NOVEMBER 6, 2017

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR   
DEPT. OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR NOVEMBER 14, 2017, CONSENT AGENDA

RE: APPROVE AND AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF SOCIAL SERVICES TO SIGN A NON-FINANCIAL AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR LEGAL REPRESENTATION ON APPEALS OF NOTICES OF ACTION IN CONNECTION WITH THE RESOURCE FAMILY APPROVAL PROGRAM

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

1. Approve an agreement with the California Department of Social Services for legal representation in matters connected with the appeal of Notices of Action issued in the Resource Family Approval program operated by the Plumas County Department of Social services.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

### **Background and Discussion**

The Department of Social Services is operating the Resource Family Approval program, a program that reviews and approves requests from fostering families who wish to become part of the Resource Family system. In that system, families are provided with additional training and resources to provide added support for children in the foster care system. Although it is not likely to happen, applicants for this program could be denied. Under that circumstance they would be accorded a right of appeal of the denial. This agreement provides that in the event such a circumstance happens the CDSS Legal Division will provide legal representation to the Department of Social Services.

### **Financial Impact**

This is a non-financial agreement. There is no cost to the county for representation.

Copy: DSS Management  
Janell Sommer, Administrative Assistant

Enclosure



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

## CONSENT AGENDA REQUEST

for the November 14, 2017 Meeting of the Plumas County Board of Supervisors

Date: November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject:  Retroactively authorize execution of a Professional Services Agreement in the amount of \$3,800.00, between the County of Plumas and M.T. Hall & Associates, Inc. to perform binder grade and content testing for two Cold Mix Asphalt samples and provide a report indicating the test findings.

### Background:

In August of 2017, the Public Works Department received a delivery of Cold Mix Asphalt (CMA) from its Supplier for 2017. Cold Mix Asphalt is used on a variety of Public Works road construction projects. Soon after delivery, the Deputy Director of Public Works noticed that the CMA was difficult to use and suspected that the oil content specifications were different from past batches.

The Director of Public Works decided to have the binder content of the CMA tested by M.T. Hall and Associates, Inc. to determine if the binder content met with Public Works specifications. As several construction projects were dependent on the immediate utilization of this material, Public Works staff solicited the services of M.T. Hall & Associates, Inc. to perform the binder grade and content testing as well as preparation of a report.

The results of the binder grade and content testing revealed that the CMA did not meet Public Works specifications.

The need to have the CMA tested immediately, and without an executed contract, was due to the urgent need to test the material in order to have timely discussions with Supplier in regard to continuing or terminating their contract. Because the services performed by M.T. Hall & Associates, Inc. occurred prior to the execution of the subject Professional Services Agreement, a "retroactive" clause has been included 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 retroactively authorize execution of a Professional Services Agreement in the amount of \$3,800.00, between the County of Plumas and M.T. Hall & Associates, Inc. to perform binder grade and content testing for two Cold Mix Asphalt samples and provide a report indicating the test findings.

Attachment: Professional Services Agreement with M.T. Hall

**PROFESSIONAL SERVICES AGREEMENT  
FOR COLD MIX SAMPLING, TESTING AND REPORT PREPARATION**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of September, 2017 ("Effective Date"), by and between **COUNTY OF PLUMAS**, a political subdivision of the State of California ("County"), and **M.T. HALL & ASSOCIATES, INC.**, a California corporation ("Consultant").

**W I T N E S S E T H:**

- A. WHEREAS, County proposes to have Consultant undertake sampling, testing of Cold Mix Asphalt for which the results will be set forth in a report detailing the testing results; and
- B. 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
- C. 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
- D. 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:

**1.0. SERVICES PROVIDED BY CONSULTANT**

**1.1. Scope of Services.** Consultant shall provide the professional services described in the Scope of Work set forth in Exhibit "A", incorporated herein by reference.

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

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

\_\_\_\_ County Initials

Contractor Initials 

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, Eight Hundred Dollars and No Cents (\$3,800.00).

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.

\_\_\_\_ County Initials

Contractor Initials 

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.** Due to the urgent nature of this proposed work, the services described in the Scope of Work have been performed and completed prior to execution 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 urgent need to have the Cold Mix Asphalt testing performed immediately, this agreement shall commence, retroactively, to August 23, 2017 and continue for a period of time, ending on September 1, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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. Consultant may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, Consultant 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 Consultant is responsible for early termination, Client agrees to release Consultant 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.

\_\_\_\_ County Initials

Contractor Initials 

**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.
- (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.

\_\_\_\_ County Initials

Contractor Initials 

- (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.
- (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.

\_\_\_\_ County Initials

Contractor Initials 

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.

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.

\_\_\_\_ County Initials

Contractor Initials 

IF TO CONSULTANT:

Tom Hall, President  
M.T. Hall, Inc.  
609 Entler Avenue, Suite 4  
Chico CA 95928  
Tel: (530) 893-2181  
Fax: (530) 893-4647

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.

**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.

\_\_\_\_ County Initials

Contractor Initials TH

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.

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.

\_\_\_\_ County Initials

Contractor Initials 79

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.

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.

\_\_\_\_ County Initials

Contractor Initials TM

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

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

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

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

       County Initials

Contractor Initials 79

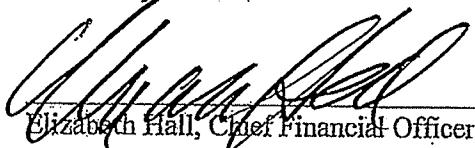
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**FOR M.T. HALL & ASSOCIATES, INC.**



Tom Hall, President

Date: 9-29-17



Elizabeth Hall, Chief Financial Officer

Date: 9/29/17

Taxpayer ID Number: 46-2725028

**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: 9-11-17

**CONCURRENCE:**

\_\_\_\_\_  
Lori Simpson  
Chair, Board of Supervisors

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

\_\_\_\_\_  
County Initials

Contractor Initials 

**Exhibit A**  
**Scope of Work**

Perform binder grade and content determination for two Cold Mix Asphalt samples and provide a report indicating the test findings.

       County Initials

Contractor Initials 7D

Exhibit B  
Cost Estimate

The cost to complete the work detailed above is summarized in Table 1.

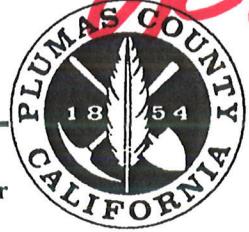
Table 1 ESTIMATED COSTS		
Task No.	Description	Estimated Cost
1	Binder Grade Determination \$1,700/each (2)	\$3,400
2	Binder Content \$105/each (2)	\$210
3	Project Administration/Report	\$190
<b>Total Estimated Cost</b>		<b>\$3,800</b>

\_\_\_\_ County Initials

Contractor Initials 

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

For the November 14, 2017 meeting of the Plumas County Board of Supervisors

November 6, 2017

To: The Honorable Board of Supervisors

From: Robert Perreault, Public Works Director

Subject: Approve a Resolution authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trailheads.

A handwritten signature of Robert Perreault, Public Works Director, in black ink.

### Background:

For nearly 25 years, the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division has provided funding for the Over-the-Snow Grant Program for winter recreation within Plumas County.

For several years, the Public Works Department has provided snow-clearing services for the State Parks and Recreation Department in the Gold Lake area, the Bucks Lake area, and LaPorte area, and the Chester/Lake Almanor area.

Approval is requested for an agreement with the State to continue to provide the services described above for three hundred one thousand five hundred dollars and zero cents (\$301,500.00) for a three-year period ending September 30, 2020.

The attached California Standard Agreement has been approved as to form by County Counsel.

The attached Board Resolution authorizing the Department of Public Works to enter into a land-use contract with the California State Parks has been approved as to form by County Counsel.

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors adopts the attached resolution authorizing the Department of Public Works to enter into a land-use

contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trailheads.

Attachments:

RESOLUTION NO. 17-

**(APPROVING THE APPLICANT TO ENTER INTO A LAND-USE CONTRACT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OVER-SNOW VEHICLE PROGRAM GRANT FUNDS)**

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

**WHEREAS**, the Off-Highway Motor Vehicle Recreation Division of 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, including funds within the Over Snow Vehicle Program; and

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

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

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

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of November 2017, by the following vote:

**AYES: SUPERVISORS:**

**NOES: SUPERVISORS:**

**ABSTAIN/ABSENT: SUPERVISORS:**

---

Chair of the Board of Supervisors

**ATTEST:**

---

Clerk of the Board of Supervisors

achment

COPY

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)(CA ST PKS, EXCEL 6/1/2016)

AGREEMENT NUMBER

C17V0046

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of Parks and Recreation

CONTRACTOR'S NAME

Plumas County, Department of Public Works

2. The term of this from written notice to proceed through 9/30/2020  
 Agreement is:

3. The maximum amount \$ 301,500.00  
 of this Agreement is: Three Hundred One Thousand Five Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work 1 page

Exhibit A, Attachment 1 - Description of Services 1 page

Exhibit A, Attachment 2 \* - "Over Snow Vehicle (OSV) Program: Environmental Impact Report (EIR)" - December 2010, Department of Parks and Recreation, OHMVR Division.

Exhibit B - Budget Detail and Payment Provisions 1 page

Exhibit B, Attachment 1 - Cost Breakdown 1 page

Exhibit B, Attachment 2 - Billing Procedures 1 page

Exhibit B, Attachment 3 - Snow Grooming Payment Request 1 page

Exhibit C \* - General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) 2 pages

Exhibit D \* - Special Terms and Conditions

Exhibit E - Additional Provisions 1 page

Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents are available for viewing online at: [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
[ohv.parks.ca.gov/?page\\_id=26379](http://ohv.parks.ca.gov/?page_id=26379)

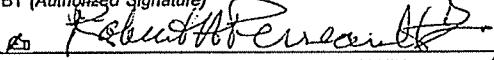
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Plumas County, Department of Public Works

BY (Authorized Signature)



DATE SIGNED (Do not type)

OCT 5 2017

PRINTED NAME AND TITLE OF PERSON SIGNING

ROBERT A. PERERA, JR.  
 DIRECTOR OF PUBLIC WORKS

Approved as to form:

ADDRESS  
 1834 East Main St.  
 Quincy, CA 95971

Gretchen Stuhr  
 Deputy Plumas County Counsel

California Department of General  
 Services Use Only

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kristal C. Simpson, SSM III - Business Management Services

ADDRESS  
 1725 23rd St., Ste. 200  
 Sacramento, CA 95816

Exempt per:

CONTRACTOR

STATE AGENCY

DEPT. OF GEN.SER.

CONTROLLER

ACCOUNTING SVS.

Plumas County  
Contractor's Name: Department of Public Works  
Agreement Number: C17V0046

Page: 1 of 1

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) plowing and sanding services as described herein:

Contractor shall provide all tools, equipment, and labor necessary to perform winter trail and trailhead services in accordance with specifications outlined in Exhibit A, Exhibit B, and all corresponding Attachments.

All services will be provided in accordance with Exhibit A, Attachment 2, *OSV Program: EIR*, which is incorporated by reference as if attached hereto.

2. The services shall be performed at:

Bucks Summit, Big Creek, La Porte, Gold Lake, and Chester-Lake Almanor OSV Trailheads.

3. The services shall be provided during:

Normal working hours, Sunday through Saturday.

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation OHMVR Division Headquarters	Contractor:	Plumas County
Section/Unit:	Over Snow Vehicle Program	Section/Unit:	Department of Public Works
Attention:	Brian Robertson	Attention:	Damien Frank
Address:	1725 23rd St., Ste. 200	Address:	1834 East Main Street
City/State/Zip Code:	Sacramento, CA 95816	City/State/Zip Code:	Quincy, California 95971
Phone:	(916) 324-4442	Phone:	530-283-6490
Fax:	(916) 324-1612	Fax:	530-283-6323
E-mail Address:	brian.robertson2@parks.ca.gov	E-mail Address:	DamienFrank@countyofplumas.com

EXHIBIT A,  
ATTACHMENT 1  
DESCRIPTION OF SERVICES

**Snow Removal:** Snow plowing, blowing, and sanding services as required on five (5) trailheads, and as necessary for safe travel to and from these trailheads. All entries to buildings, dumpster enclosures, fire lanes, public sidewalks, and walkways must be free of accumulated snow and ice.

**Miscellaneous Costs:** Approved miscellaneous costs may include only the following:

- Clearance of downed trees and/or limbs, only when: 1) they present an immediate hazard to the safe usage of the facilities; or 2) are damaged by extreme wind and/or snow accumulation; or 3) are obstructing the passage of plowing equipment.
- Wooden stakes.
- Pre-season installation and post-season removal of signs associated with the OSV trails and trailheads. These may include:
  - Directional markers
  - Reassurance markers.
  - Fiberglass delineators.
  - Regulatory signs.
  - Safety information.

**Costs Subject to Approval:** All costs not listed above require the advance written approval of the PM or his/her designee. Costs submitted without written approval may not be considered for reimbursement.

**Excluded Costs:** DPR will not be responsible for costs associated with the following:

- Replacement of damaged, lost, or stolen tools.
- Repairs to existing facilities such as groomer sheds, warming huts, or restrooms.
- Repairs, modifications, and accessories associated with OSVs.
- Administrative costs.

**Amendments:** This agreement may be amended with mutual consent of the parties hereto. This agreement may be amended to extend the term and add funds, at the same rates, in the event that unforeseen circumstances require additional services.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Cost Breakdown \_\_\_\_\_, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Department of Parks and Recreation  
OHMVR Division  
Winter Recreation Program  
1725 23rd St., Ste. 200  
Sacramento, California 95816

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

**Exhibit B**  
**Attachment 1**

**Cost Breakdown**

***Snow Removal/Plowing***

<b>Lassen National Forest</b>			
Location	Hours	Rate	Cost
Chester-Almanor	110	\$150.00	\$16,500.00
<i>Total</i>			<b>\$16,500.00</b>
<b>Plumas National Forest</b>			
Location	Hours	Rate	Cost
Bucks Summit	110	\$150.00	\$16,500.00
Big Creek	110	\$150.00	\$16,500.00
La Porte	110	\$150.00	\$16,500.00
Gold Lake	110	\$150.00	\$16,500.00
<i>Total</i>			<b>\$66,000.00</b>
<b>Access Roads</b>			
Miles	Hours	Rate	Cost
11.75	144	\$125.00	\$18,000.00
<i>Total</i>			<b>\$18,000.00</b>
<b>Seasonal Allocation</b>			<b>\$100,500.00</b>

<b>Contract Summary</b>	
Season	Allocation
2017/18	\$100,500.00
2018/19	\$100,500.00
2019/20	\$100,500.00

**Total Allocation \$301,500.00**

EXHIBIT B,  
ATTACHMENT 2

BILLING PROCEDURES

Bills Submitted for Payment

All bills submitted for payment must include the following:

- *Bill for Collection* issued on Contractor's letterhead.
- Properly completed *Snow Grooming Payment Request*, marked Exhibit B, Attachment 3.
- *Transaction Register* detailing all charges included in the bill.
  - Total must match the total amount due on the bill. If this is not possible, Contractor must clearly indicate which charges are included in the bill.

Back-up documentation (e.g., merchant invoice, register receipt, etc.) to support each purchase and/or subcontractor service listed on the *Transaction Register*.

- Documentation must be fully itemized with all charges listed, including the cost of each item, sales tax, shipping, and other miscellaneous costs.
- The total amount paid/due on the documentation must match the total amount listed on the *Transaction Register*.
- If a single transaction includes multiple items, Contractor must clearly indicate which items are included in the bill.
- Advance written approval for all transactions not identified in the contract scope.
  - All costs not included in Exhibit A, Attachment 1 require the advance written approval of the PM or his/her designee. Costs submitted without written approval may not be considered for reimbursement.

Right to Audit

DPR reserves the right to audit all records pertaining to this Contract, including but not limited to records maintained by the Contractor, subcontractors, agents, independent contractors, and vendors.

**EXHIBIT B,  
ATTACHMENT 3**

California Department of Parks and Recreation  
Off-Highway Motor Vehicle Recreation Division

<b>SNOW GROOMING PAYMENT REQUEST</b>		
<b>Contractor Information</b>		
DPR Contract #:	C17V0046	Invoice/Bill #:
Contractor:	Forest or County	Date:
Address:	Street	City/State
Contact Person:	Name/Title	Phone:
Location(s)	Trailheads/Trails Included in Invoice	
<b>Billable Expenses</b>		
Grooming Services:		
Plowing Services:		
Restroom Maintenance:		
Refuse Service:		
Cleaning Supplies:		
State-Owned Tractor:		
Trail Markers/Signs:		
Volunteer Mileage:		
MMRP Monitoring:		
Miscellaneous Expenses:		
<b>Total Billable Expenses:</b>		
<b>Additional Information</b>		
Comments:		
<b>Approval</b>		
<i>I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</i>		
Signature:	Signature of Approver	Date:
Name:	Name of Approver	Title:
		Title of Approver

Revised: 9/1/2017

**EXHIBIT D — PUBLIC ENTITY  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

**2. Termination for Convenience**

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

**3. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

**4. Forced, Convict, and Indentured Labor**

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**5. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**6. Priority Hiring Considerations for Contracts with a Value of \$200,000**

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**7. Intellectual Property**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

**8. Contractor's Duties, Obligations and Rights**

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**EXHIBIT E — PUBLIC ENTITY**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

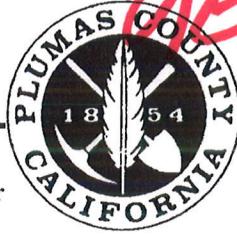
**Student/Graduate Student Assistants**

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
  - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
  - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
  - c. Students under the age of 18 may not operate State vehicles under any circumstances.
  - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
  - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
  - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
5. It is the responsibility of State to instruct and inform all students of the aforementioned conditions at the time of hire.

# 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



## **CONSENT AGENDA REQUEST**

For the November 14, 2017 meeting of the Plumas County Board of Supervisors

November 7, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization for the Department of Public Works/Road Department to fill the vacancy of two (2) FTE PW Road Maintenance Worker positions.

A handwritten signature of Robert Perreault in blue ink, appearing to read "Robert A. Perreault".

### **Background:**

On November 7, 2017, the Board of Supervisors approved the Public Works Department to fill the vacancies of two Road Lead Worker positions – 1 in the Greenville Maintenance District and 1 in the Chester Maintenance District – who replaced the 2 incumbent Road Maintenance Supervisors in those Districts who have recently retired.

In accordance with County Personnel Rules, a recruitment has been started, for the Road Lead Worker positions.

Once the Lead Worker positions are filled, there will be a need for the Public Works Department to recruit and fill two Road Maintenance Worker positions within the Maintenance Districts from which the new Lead Workers come from. With the winter storm season approaching, Public Works would like to begin recruiting for the two Maintenance Worker positions as soon as the Lead Worker positions are filled.

Both positions are funded and allocated in the FY17/18 Public Works budget.

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

### **Recommendation:**

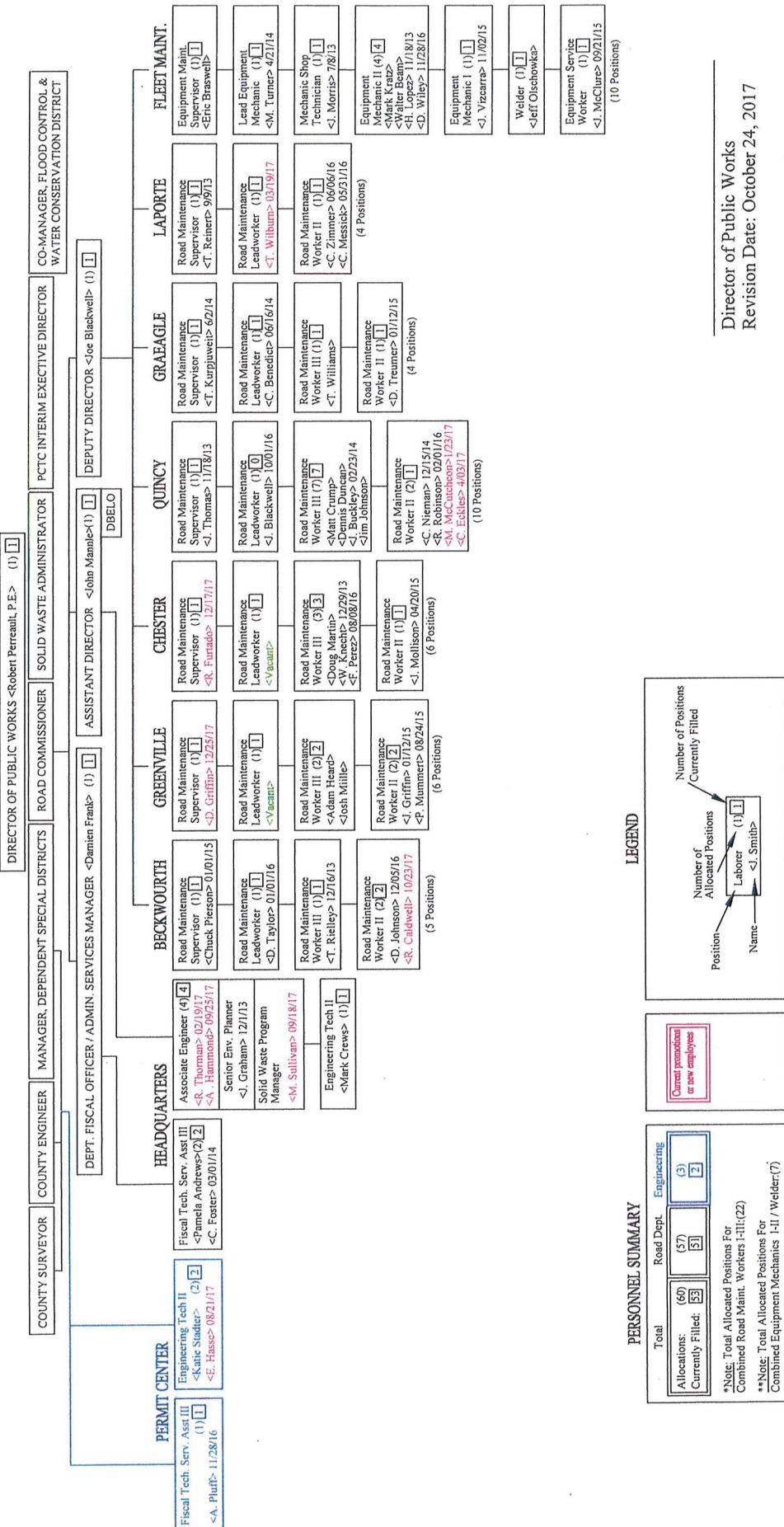
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works to fill the vacancy of two (2) FTE PW Road Maintenance Worker positions immediately following designation of the two (2) new Road Lead Workers.

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

### Public Works Road Maintenance Worker Positions (2)

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Less than one week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 16/17 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding.   What impact will this reduction plan have to other County departments?   **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?   **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?   **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?   **Yes**   If yes, provide the activity of the department's reserve account for the last three years?  
14/15    (\$3,070,755)      15/16    (\$1,000,000)      16/17    \$0

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART





## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director

### CONSENT AGENDA REQUEST

For the November 14, 2017 meeting of the Plumas County Board of Supervisors

November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization for the Department of Public Works to extend the term of an extra help employee from 30 days to 90 days, thus ending on January 21, 2018.

#### Background:

On October 23, 2017, the Director of Public Works appointed an extra help employee, i.e., Public Works Assistant, to assist the Department with administrative tasks on backlogged projects.

Inasmuch as a [personnel] “eligible list” was not available from the Human Resources Department, the County Code limits the term of such extra help to thirty (30) days, until such time that a longer term is approved by the Board of Supervisors; see Personnel Rule 13, Appointments, 13.02, copy attached.

At this time, the Director of Public Works is recommending that the employee’s term be extended from 30 days to 90 days, which would have been available to the Department if an “eligible list” had existed.

#### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to extend the term of the extra help employee from 30 days to 90 days, thus ending on January 21, 2018.

Attachment

## RULE 13 – APPOINTMENTS

**13.01        Appointments from Eligible List:** All appointments to vacant positions except extra help shall be made by the appointing authority from an eligible list in the following manner:

(1) Non-promotional appointments shall be made from the eligible list of applicants provided by the Human Resources Director based on an open examination.

(2) Promotional appointments shall be made only from an eligible list of applicants provided by the Human Resources Director based on a promotional examination.

(3) Prior to the selection of one of the eligible applicants, the appointing authority may conduct additional interviews or background checks to assist in the selection decision.

**13.02        Types of Appointments:** All appointments, whether full-time or part-time, shall be identified as one of the following:

(1) **Extra Help Appointment:** Shall be made by the appointing authority only when the Board has budgeted for extra help positions in a department or when a vacancy occurs but no eligible list exists and workload justifies the need for extra help until an eligible list can be established. No such appointment, within a fiscal year, shall be effective longer than a period of thirty calendar days to establish an eligible list or ninety calendar days when the Board has budgeted other wages for special projects. If an eligible list cannot be established within the thirty calendar days, and extra help is still needed or a department requires extra help to work for more than the ninety calendar days, the appointing authority shall request the Board's authorization to extend the extra help appointment.

(2) **Temporary Appointment:** Shall be made from an eligible list by an appointing authority when the Board has expressly authorized that a position be filled on a temporary basis.

For purposes of this rule, "temporary basis" means seasonal employment or a continuous period of employment not exceeding one year unless extended by the Board beyond one year. Prior to the one-year limit, the appointing authority shall request reauthorization from the Board on whether the position should continue to be filled on a temporary basis, whether it should be filled by probationary appointment, or whether the position should be eliminated.

A temporary employee shall not be entitled to the privileges and benefits of permanent appointment under these rules, and may be terminated without cause; provided that none of the above shall limit the Human Resources Director and County Counsel, upon request of the



## 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

### CONSENT AGENDA REQUEST

For the November 14, 2017 meeting of the Plumas County Board of Supervisors

November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Contract Award of Service Agreement for Facilities Maintenance for the Public Works Headquarters Building with Bob's Janitorial, in the amount of Twenty Thousand Eight Hundred Eighty Dollars and 00/100 (\$20,880.00).

#### Background:

The Plumas County Department of Public Works requires its headquarters facility to be cleaned on a regular basis. Commencing August 2011, the Department signed a contract with Bob's Janitorial to provide cleaning of its headquarters facility. This contact was written to be in effect until terminated by one of the parties, with no specific end date established by the contract.

Though the existing contract is still in effect, Public Works staff recognizes the necessity to establish a new contract in order to accomplish the following: 1) Include additional definitions of service; and 2) Establish a contract with an end date.

A copy of the proposed replacement contract, signed by the vendor and reviewed and approved as to form by County Counsel is attached.

With the full execution of the new contract, the existing contract will be superseded.

Funding for FY2017-18 is included in the budget adopted by the Board of Supervisors on September 19, 2017.

#### Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Professional Services Agreement for Facilities Maintenance for the Public Works Headquarters building, in the base amount of Twenty Thousand Eight Hundred Eighty Dollars and 00/100 (\$20,880.00).

Attachment: Proposed, replacement contract

COPY

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Public Works (hereinafter referred to as "County"), and, Tim Ringo, a sole proprietor doing business as Bob's Janitorial Service (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Eight Hundred Eighty Dollars and 00/100 (\$20,880.00).
3. Term. The term of this agreement shall be from July 1, 2017, through June 30, 2020, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

COPY

COUNTY INITIALS

Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

8. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

COUNTY INITIALS

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

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

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

9. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

10. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or

COUNTY INITIALS

responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

COUNTY INITIALS

CONTRACTOR INITIALS 

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

County:

Mr. Damien Frank  
Department of Public Works  
1834 E. Main Street  
Quincy, CA 95971

Contractor:

Bob's Janitorial Service  
135 Railway Ave.  
Quincy, CA 95971  
Attention: Tim Ringo

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

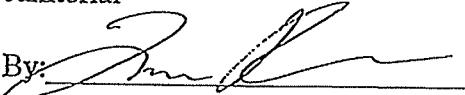
22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

23. [Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.]**

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

**CONTRACTOR:**

Tim Ringo, a sole proprietor DBA Bob's Janitorial

By: 

Name: Tim Ringo

Title: OWNER

Date signed: 5-2-2017

**COUNTY:**

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

By: \_\_\_\_\_

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

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

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Craig Settemire,  
County Counsel

**CONCURRENCE:**

\_\_\_\_\_  
Lori Simpson

Chair, Board of Supervisors

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

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

**Exhibit A**  
**Schedule of Services – Scope of Work (Subject to Change Prior to Award)**

Contractor shall provide professional cleaning services for the County of Plumas at the **Public Works Headquarters Building** specific services required and the frequency with which the services are to be provided is specified in the attached schedule of services. The following outlines the minimum requirements expected to be performed by the contractor. Please see custodial minimum standards attachment, which is incorporated herein by reference.

**A. Services Required (not all surface/material types apply – verify conditions for each building)**

**1. Weekly Restroom Services**

- a. Clean and sanitize all sinks, toilets, counter tops and mirrors
- b. Polish all chrome and hardware
- c. Wash and disinfect all floors to a clean, sanitary lustrous appearance, strip and wax linoleum floors as necessary to maintain in that condition for the duration of the contract
- d. Wash all walls and partitions to a no streak appearance in immediate area of toilets
- e. Empty waste receptacles
- f. Replenish all paper & soap dispensers to full (leaving extra until next janitorial visit)

**2. Monthly Restroom Services**

- a. Clean all ceiling and wall mounted HVAC vents
- b. De-scale toilets, urinals and faucets
- c. Wash all walls and toilet partitions

**3. Weekly Office/Conference Room/Entrance Lobby/Kitchen**

- a. Sweep floors thoroughly
- b. Disinfect countertops and polish table tops to a streak free appearance
- c. Dust cases, pictures, ledges and fire extinguishers
- d. Wet mop all floors to a lustrous appearance.
- e. Clean, sanitize and polish drinking fountains
- f. Wet wipe handrails, spindles and handrail base
- g. Empty waste receptacles
- h. Remove all cobwebs
- i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
- j. Sweep entrances and clean entrance mats
- k. Clean all glass entrance and interior doors

4. Monthly Office/Conference Room/Entrance Lobby/Kitchen
  - a. Spot clean walls
  - b. Clean window sills and ledges
  - c. Clean all ceiling and wall mounted HVAC vents
  - d. Wet wipe doors
  - e. Spot clean carpets
  - f. Dust blinds
  - g. Dust cabinets
5. Semi-Annual Cleaning (During May and October)
  - a. Interior and exterior window glass washing
  - b. Strip and wax linoleum as necessary to maintain in that condition for the duration of the contract.

#### B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments listed below. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

#### A. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- b. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
- c. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the

confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

- d. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
- e. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
  - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program. The County will provide a list of suggested products and, if requested by the contractor, suggested vendors from which the products may be obtained.
  - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

## MINIMUM CLEANING REQUIREMENTS AND STANDARDS

All work performed under the approved Contract shall satisfy, as a minimum, the cleaning requirements and standards set forth herein.

1. Definition of Terms As used throughout the contract, the following terms shall be defined as set forth below:

- (a) CLEAN shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, and other residue; to restore all items to their original condition and appearance.
- (b) DISINFECT shall be defined as cleaning in order to destroy any harmful microorganisms by the application of an approved chemical agent.
- (c) TILE FLOORS consist of all ceramic and vinyl tile, rubber, linoleum or other sheet type flooring products which are affixed to the sub-flooring with mastic or adhesive.
- (d) PARTITIONS consist of the barriers between restroom stalls and walls or dividers within a facility which do not touch the ceiling.
- (e) VACUUMING shall consist of the complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner.
- (f) POLISHING is the application of an oil-based, high quality wood preservative to furnishings and wiping using a soft, non-abrasive cloth, so as not to leave any residual surface polish.
- (g) FIXTURES are defined as toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, and any other items attached to the ceiling, wall or floor.

### 2. Floor and Carpet Care Cleaning Standards

- (a) For all floor care operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original location and position. Baseboards, walls, stair risers, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. The Contractor shall take precautions to advise building occupants of wet and/or slippery floor conditions. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

(b) Carpets must be vacuumed thoroughly with an industrial type vacuum cleaner. Carpeted floors shall be free of all visible litter and soil. Chairs, trash receptacles, and easily movable items shall be moved and the carpet vacuumed underneath. Any tears, burns or unraveling shall be brought to the attention of the Department of Facility Services.

(c) Sweeping and damp mopping of hard surface floors shall leave the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, behind doors, or on stair landings and treads. Sidewalks, entrances, or other outside surfaces included in the Contract shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.

(d) Wet mopping and scrubbing: Floors shall be properly prepared by thoroughly sweeping to remove visible dirt and debris, and by removing of gum, tar and similar substances from the floor surface. On completion of mopping and scrubbing, floors shall be properly rinsed and dry-mopped to present an overall appearance of cleanliness; floors shall be clean and free of dirt, water streaks, mop marks, string, etc.; floors shall be dry and corners and cracks clean. When scrubbing is specified, it shall be performed by machine or by hand with a brush.

(e) Floor finishing shall include the thorough cleaning of vinyl tile, rubber, or linoleum or other resilient floor surfaces and the application of an approved floor finishing material according to the following steps:

(1) Sweeping: Floor shall be swept thoroughly and all gum and adhesive materials shall be removed.

(2) Stripping: Completely remove old finish or wax from floors using a concentrated solution of an approved liquid cleaner. Cleaning solution is to be applied with a mop and scrubbed with an electric machine with a scrub brush or a medium grade scrubbing pad. Stubborn spots, gum, rust, burns, etc. not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls and furniture.

Cleaning solution shall be taken up with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water to assure thorough rinsing. Floor shall be allowed to dry thoroughly after rinsing.

(3) Finishing: Apply a minimum of two coats of approved floor finishing material, allowing sufficient drying time between each coat. Only the last coat should be applied up to but not touching the baseboard. All other coats should be applied to within four inches of the baseboard.

Note: If there are eight or more hours delay between the cleaning of the floor and applying the first coat of floor finish, or between the application of coats of floor finish, the areas must be cleaned again to remove surface dirt and scuff marks before applying finish material.

(4) Periodic Spray Buffing: Floor shall be swept thoroughly. Damp mop floor and allow drying. Spray buff floor using floor polishing machine, synthetic fiber pad and spray equipment containing 50% water and 50% floor finish of the same type as on the floor. Spray only worn areas using a fine mist applied 2-3 feet ahead of the floor machine. Buff immediately to blend in with surrounding floor surface finish.

- (a) Other Hard Floors: Hard surface floors such as brick, terrazzo, ceramic tile, marble, etc. shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.
- (b) Toilets: Special attention shall be given to floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout.

### 3. Dusting

Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means; appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. Each dusting task shall result in the following:

- (a) There shall be no dust streaks remaining.
- (b) Corners, crevices, molding and ledges shall be free of all dust.
- (c) There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- (d) Few traces of dust will be found on any surface during routine inspections.

4. Damp Wiping This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, then drying to provide a clean, polished appearance. The wetting solution shall contain an appropriate approved cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.

5. Bright Metal Polishing This task may be performed by damp wiping and drying with a suitable cloth if a polished appearance can be attained. However, if a polished appearance cannot be produced, the Department of Facility Services shall be contacted for direction as to the use of an appropriate approved metal polish.

## 6. Window Washing and Glass Cleaning

- (a) After each washing operation in accordance with the specified frequency, all glass shall be clean and free of dirt grime streaks, fingerprints and excessive moisture, and shall not be cloudy. Sash glass moved during the cleaning operation shall be returned to its original position.
- (b) Window sashes, sills and woodwork around interior glass and other surrounding areas shall be thoroughly wiped free of any drippings and watermarks.
- (c) When building occupants will be seriously disrupted or inconvenienced by window cleaning operations, these activities shall be scheduled with the customer department's designated contact person and/or the Department of Facility Services. Note: Window cleaning operations must be performed in accordance with all federal, state and local laws and regulations, with special attention to any applicable safety requirements.

## 7. Porcelain Ware Cleaning

- (a) All porcelain fixtures (including drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.
- (b) Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and water marks.
- (c) Drinking fountains shall be kept free of trash, coffee grounds or other debris, and the nozzles free from any encrustation.

## 8. Spot Cleaning Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

## 9. Policing This task includes picking up and removing trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, lobbies, waiting areas, and outside landings and steps at entrances and exits; maintaining cigar/cigarette ash receptacles in a neat and presentable condition at designated smoking areas (if located at or adjacent to entrances or exits); keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes, and any excess water caused by inclement weather.

**Exhibit B**  
**Schedule of Charges and Payments**

- A. Contractor will submit a monthly invoice for which services are provided. Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.
- B. As compensation for this service, Contractor shall be paid in the amount of Five Hundred Eighty Dollars and No Cents (\$580.00) per month by the County. Payment shall be made to Contractor within 30 days of receipt of invoice by the County.

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

CONTRACTOR INITIALS *JR*

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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



## CONSENT AGENDA REQUEST

for the November 14, 2017 meeting of the Plumas County Board of Supervisors

November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Adoption of Resolution authorizing execution of Amendment No. 1 to Caltrans' Cooperative Agreement #02-0146 for utilization of County Route A-13 as a detour during the Construction of the Hamilton Branch Bridge Replacement Project - Detour.

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

### Background:

Pursuant to California Streets and Highways Code (SHC) Section 93, Caltrans is authorized to construct, maintain and direct State Highway traffic onto a detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise.

On March 19, 2015, the County entered into Agreement #02-0146 with Caltrans defining the terms and conditions for the utilization of County Route A-13 as a detour to State Route 147 during the Hamilton Branch Bridge Replacement project. County Route A-13 provides a direct connection to State Route 36.

Caltrans has recently determined that the Hamilton Bridge Project will not be completed prior to the termination date of the previously executed Agreement. Caltrans is proposing an amendment to the Agreement to extend the termination date to coincide with the estimated project completion.

A copy of the Resolution authorizing the execution of Amendment No.1, and Amendment No. 1 to Agreement #02-0146, is attached.

County Counsel has reviewed and approved as to form the attached Resolution and Amendment No. 1 to Agreement #02-0146.

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to:

- 1) Adopt the attached Resolution for the Hamilton Branch Bridge Replacement Project - Detour.
- 2) Authorize the Chair to execute the Amendment No. 1 to Agreement #02-0146 for the same project.

RESOLUTION NO. 17-

**RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
APPROVING THE EXECUTION OF AN AMENDMENT TO A COOPERATIVE  
AGREEMENT WITH CALTRANS FOR THE USE OF COUNTY ROUTE A13 AS A  
DETOUR DURING THE CONSTRUCTION OF THE STATE ROUTE 147 BRIDGE  
OVER HAMILTON BRANCH**

WHEREAS, under California Streets and Highways Code (SHC) Section 93, the State of California by and through its Department of Transportation (“CALTRANS”) is authorized to construct, maintain and direct State Highway traffic onto a detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise; and

WHEREAS, CALTRANS’s project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0. In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require State highway traffic to be detoured onto County Route A-13 referred to hereinafter as “DETOUR;” and

WHEREAS, in anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR; and

WHEREAS, CALTRANS has determined that the PROJECT will not be completed prior to the terminations date of the original agreement; and

WHEREAS, Caltrans will pay COUNTY an additional lump sum amount of \$150,000, due to the increased duration of the Detour bringing the total compensation under the original Agreement and said Amendment to \$335,000; and

WHEREAS, Caltrans has agreed through Cooperative Agreement #02-0146 and Amendment No. 1 to said Agreement, to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute Amendment No. 1 to Cooperative Agreement #02-0146 on behalf of the County of Plumas.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on November 14, 2017, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

---

Kevin Goss  
Chair, Board of Supervisors

ATTEST:

---

Nancy DaForno  
Clerk of the Board of Supervisors

**AMENDMENT NO. 1 TO AGREEMENT 02-0146**

THIS Amendment No. 1 to Agreement (AMENDMENT), entered into and effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

County of Plumas, a political subdivision of the State of California, referred to hereinafter as COUNTY.

**RECITALS**

1. The parties hereto entered into an Agreement No. 02-0146 on March 19, 2015 defining the terms and conditions of a detour of State highway traffic from State Route 147 onto County Route A-13, referred to herein as PROJECT.
2. It has been determined that PROJECT will not be completed prior to the termination date of said Agreement.
3. CALTRANS has since agreed to increase its SHOPP contribution by \$150,000, due to the increased duration needed for the DETOUR.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Article 7 of Section III, is replaced in its entirety to read as follows:

“The Agreement will terminate when DETOUR ceases to be operated as detour, or on December 31, 2018, whichever is earlier in time. However, all indemnification, document, retention, audit, claims, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.”

2. Article 4 of Recitals, is amended in its entirety to read as follows:

CALTRANS will pay COUNTY in the amount of \$335,000 from SHOPP Minor funds toward PROJECT construction costs.

3. A new article, Article 2A of Section I, is introduced to read as follows:

To submit an invoice to CALTRANS for the additional agreed amount of \$150,000, upon receipt of the executed Amendment.

4. A new article, Article 2A of Section II, is introduced to read as follows:

To pay the additional invoice from the COUNTY, in the amount of \$150,000, using SHOPP funds, within forty-five (45) working days of receipt of COUNTY's invoice.

5. The Agreement's secondary Article 2 of Section II, is amended to now be Article 2B, and is amended in its entirety to read as follow:

The total amount payable by CALTRANS to COUNTY under this Agreement shall not exceed \$335,000, unless CALTRANS authorizes a greater amount in a formal amendment to this Agreement.

6. A new article, Article 5 of Section II, is introduced to read as follows:

CALTRANS will provide snow removal on County Route A-13, excluding driveways, as coordinated between the parties until traffic is directed back onto SR147.

7. All other terms and conditions of said Agreement shall remain in full force and effect.
8. This AMENDMENT is hereby deemed to be a part of said Agreement.

## SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

COUNTY OF PLUMAS

By: \_\_\_\_\_  
Deputy District Director  
D2 Program Project Management

By: \_\_\_\_\_  
LORI SIMPSON  
Chair, Board of Supervisors

VERIFICATION OF FUNDS &  
AUTHORITY:

By: \_\_\_\_\_  
District Budget Representative

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
  
GRETCHEN STUHR  
Dpty. County Counsel

CERTIFIED AS TO FINANCIAL TERMS &  
POLICIES:

By: Tamara L. Warey  
Accounting Administrator

RESOLUTION NO. 15- 8048

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
APPROVING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH  
CALTRANS FOR THE USE OF COUNTY ROUTE A13 AS A DETOUR DURING  
THE CONSTRUCTION OF THE STATE ROUTE 147 BRIDGE OVER HAMILTON  
BRANCH

WHEREAS, under California Streets and Highways Code (SHC) Section 93, the State of California by and through its Department of Transportation ("CALTRANS") is authorized to construct, maintain and direct State Highway traffic onto a detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise; and

WHEREAS, CALTRANS's project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0. In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require State highway traffic to be detoured onto County Route A-13 referred to hereinafter as "DETOUR;" and

WHEREAS, in anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR; and

WHEREAS, CALTRANS will pay COUNTY a lump sum amount of \$185,000 under Cooperative Agreement #02-0146 to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute the Cooperative Agreement #02-0146 on behalf of the County of Plumas.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on March 3, 2015, by the following vote:

AYES:

SUPERVISORS: THRALL, ENGEL, SIMPSON,  
SWOFFORD, GOSS

NOES:

SUPERVISORS: NONE

ABSTAIN/ABSENT:

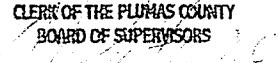
SUPERVISORS: NONE

Kevin Goss  
Chair, Board of Supervisors

ATTEST:

Nancy DaForno

Clerk of the Board of Supervisors

I CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF	
ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY	
CALIFORNIA ON <u>20</u>	
ATTEST <u>20</u>	
CLERK OF THE PLUMAS COUNTY BOARD OF SUPERVISORS	
BY	

## COOPERATIVE AGREEMENT

This Agreement, entered into effective on March 19, 2015, is between the State of California, acting through its Department of Transportation, referred to as "CALTRANS", and the

COUNTY OF PLUMAS, a political subdivision of the State of California, referred to herein as "COUNTY".

### RECITALS

1. Under California Streets and Highways Code (SHC) Section 93, CALTRANS is authorized to construct, maintain and direct State Highway traffic on to detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise.
2. CALTRANS's project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0, referred to hereinafter as "PROJECT." In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require to detour State highway traffic onto County Route A-13 referred to hereinafter as "DETOUR."
3. In anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR.
4. CALTRANS will pay COUNTY a lump sum amount of \$185,000 to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use.
5. The payment of those funds is CALTRANS' cash contribution in lieu of satisfaction of all its obligations under SHC 93 including but not limited to construction and maintenance of COUNTY roadway as detour and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/striping and re-application of striping to restore original flow of traffic.
6. CALTRANS and COUNTY will now define in this agreement the terms and conditions of CALTRANS' contribution towards the DETOUR.

## SECTION I

### COUNTY AGREES

1. That CALTRANS may direct State highway traffic into County Route A-13 which will serve as a detour for State highway until PROJECT can safely pass such traffic.
2. To submit an invoice to CALTRANS for a lump sum (single payment) of \$185,000, within sixty (60) working days after the award of the PROJECT's construction contract.
3. COUNTY shall be responsible for maintenance and for any necessary repairs during STATE highway traffic use of DETOUR. COUNTY shall resume normal operation and maintenance of DETOUR, at COUNTY's expense, after State highway traffic ceases to use DETOUR.
4. No encroachment permit will be required from COUNTY for CALTRANS to operate DETOUR.
5. To designate the following COUNTY representative through whom all communication between COUNTY and CALTRANS, relative to this Agreement, shall be channeled.

Robert Perreault  
Plumas County Public Works Director  
1834 E. Main St.  
Quincy, CA 95971  
(530) 283-6268

## SECTION II

### CALTRANS AGREES:

1. To notify COUNTY of PROJECT's award to construction contract within ten (10) working days.
2. To pay invoice from COUNTY, in the amount of \$185,000, using State Highway Operation and Protection Program (SHOPP) funds, within forty-five (45) working days of receipt of COUNTY's invoice.
2. The total amount payable by CALTRANS to COUNTY under this Agreement shall not exceed \$185,000, unless CALTRANS authorizes a greater amount in a formal amendment to this Agreement.
3. To properly vacate DETOUR when traffic is directed back on the SHS.

4. To provide the following State representative through whom all communication between CALTRANS and COUNTY, relative to this Agreement, shall be channeled.

Rob Burnett, Caltrans, Project Manager  
1031 Butte Street  
Redding, CA 96001  
(530) 225-3439

### SECTION III

#### IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of resources of funds by the California Transportation Commission (CTC).
2. CALTRANS payment of \$185,000 to COUNTY, represents CALTRANS' cash contribution, in lieu of performance of all its obligations under SHC 93 including but not limited to COUNTY's effort towards construction and maintenance of DETOUR, and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in said the maintenance of DETOUR and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/striping and re-application of striping to restore original flow of traffic. If the DETOUR is needed for more than one construction season, CALTRANS and the COUNTY shall negotiate additional payments to reimburse the COUNTY for maintenance of the DETOUR.
3. Should any portion of PROJECT be financed with Federal funds or CALTRANS gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
4. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the State highways and public facilities different from the standard of care imposed by law.
5. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.

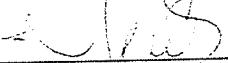
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
  
7. The Agreement will terminate when DETOUR ceases to be operated as detour, or on December 31, 2017, whichever is earlier in time. However, all indemnification, document retention, audit, claims, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

02-PLU-147 PM 9.0  
Hamilton Branch Bridge Replacement - Detour  
EA: 02-4E640  
ID: 02-1200-0011  
District Agreement: 02-0146

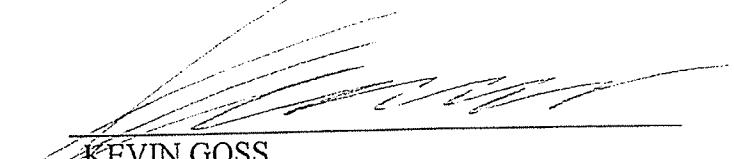
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

  
EDWARD B. LAMKIN  
Deputy District Director  
D2 Programming & Project Management

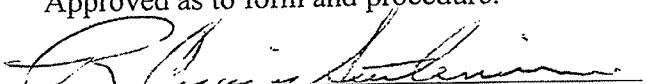
Approved as to form and procedure:

  
Attorney, Department of Transportation

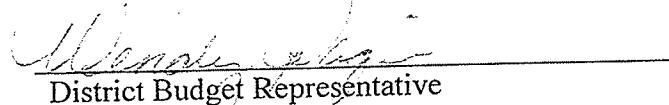
COUNTY OF PLUMAS

  
KEVIN GOSS  
Chair, Board of Supervisors

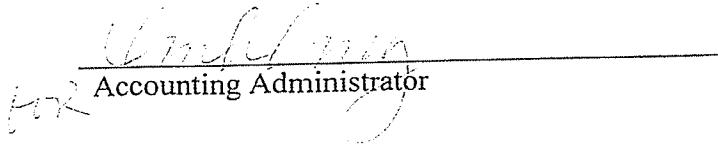
Approved as to form and procedure:

  
R. CRAIG SETTEMIRE  
County Counsel

Certified as to funds:

  
District Budget Representative

Certified as to financial terms and policies:

  
Linda Lamm  
Accounting Administrator



3F

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

**Dony Sawchuk**  
Director

Board Meeting: Novmeber 07, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Approve Construction Agreement between County and SHI Roofing for the repair and re-roof of the One Stop Permit Center and Approve the Director of Facility Services & Airports to sign.

---

### Background

This project was presented at the FY 17/18 budget meeting and approved as a Capital Improvement Project for the FY 17/18 budget year. The project was posted on several state wide contractor exchanges requesting bids. The winning contractor is a local construction firm, Skyline Roofing.

### Recommendation

Approve Construction Agreement between County and SHI Roofing for the repair and re-roof of the One Stop Permit Center and Approve the Director of Facility Services & Airports to sign.

The above referenced agreement has been "Approved as to Form" by County Counsel and is on file with the Clerk of the Board.



THOMSON REUTERS®

**Order Form****Order ID: Q-00121129**

Contact your representative christopher.schulenburg@thomsonreuters.com with any questions. Thank you.

**Account Address**

Account #: 1000630480

PLUMAS COUNTY DISTRICT ATTORNEY

520 MAIN ST RM 404  
QUINCY  
CA, 95971-9116  
US**Shipping Address**

Account #: 1000630480

PLUMAS COUNTY DISTRICT ATTORNEY

520 MAIN ST RM 404  
QUINCY  
CA, 95971-9116  
US**Billing Address**

Account #: 1000630480

PLUMAS COUNTY DISTRICT ATTORNEY

520 MAIN ST RM 404  
QUINCY  
CA, 95971-9116  
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**

See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$397.00	60	1%

**ProFlex Bridge**

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$0.00	2

**Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

**Minimum Terms**

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above.

Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms**

**For NON-ProFlex Online/Practice Solutions/Software Products:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then-current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or

online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Post Renewal Term for ProFlex Products**. Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

**Automatic Renewal Term for Window Products.** Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

•

#### **Miscellaneous**

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>  
<http://static.legalsolutions.thomsonreuters.com/static/agreement/sch-a-caselogistix.pdf>

**The General Terms and Conditions**, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### **Additional Order Form Terms and Conditions**

##### **Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

#### **ACKNOWLEDGEMENT**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

---

Signature of Authorized Representative for order

---

Title

---

Printed Name

---

Date

© 2017 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 1/5/2018.



THOMSON REUTERS®

**Attachment****Order ID: Q-00121129**

Contact your representative [christopher.schulenburg@thomsonreuters.com](mailto:christopher.schulenburg@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-00121129

**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1000630480

PO Number:

SA ID:

GSA Funding:

**Order Confirmation Contact (#28)**

Contact Name: Sheri Johns

Email: [sherijohns@countyofplumas.com](mailto:sherijohns@countyofplumas.com)**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

<b>ProFlex Multiple Location Details</b>			
<b>Account Number</b>	<b>Account Name</b>	<b>Account Address</b>	<b>Action</b>
1000630480	PLUMAS COUNTY DISTRICT ATTORNEY	520 MAIN ST RM 404 QUINCY CA, 95971-9116	New

<b>ProFlex Product Details</b>			
<b>Quantity</b>	<b>Unit</b>	<b>Service Material #</b>	<b>Description</b>
3	Attorneys	42077751	Gvt National Primary Core
3	Attorneys	42077868	Gvt State Analytical
3	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

<b>Online Contact Information</b>			
<b>User</b>		<b>Email Address</b>	<b>Contact Description</b>
Sheri		sherijohns@countyofplumas.com	EML PSWD CONTACT

<b>IP Address</b>					
<b>From IP Address</b>	<b>To IP Address</b>	<b>From IP Address</b>	<b>To IP Address</b>	<b>From IP Address</b>	<b>To IP Address</b>



THOMSON REUTERS®

# Order Form

**Order ID:Q-00122017**Contact your representative [ryan.galvin@thomsonreuters.com](mailto:ryan.galvin@thomsonreuters.com) with any questions.  
Thank you.**Subscriber Information****Account Address**

Account #: 1005035352

PLUMAS COUNTY DISTRICT  
ATTORNEY520 MAIN ST RM 404  
QUINCY  
CA, 95971-9116  
US**Shipping Address**

Account #: 1005035352

PLUMAS COUNTY DISTRICT  
ATTORNEY520 MAIN ST RM 404  
QUINCY  
CA, 95971-9116  
US**Billing Address**

Account #: 1005035352

PLUMAS COUNTY DISTRICT ATTORNEY

520 MAIN ST RM 404  
QUINCY  
CA, 95971-9116  
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

**Clear Fixed Rate / Window Products**

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Terms	Order Type
41448992	CLEAR for Government Fraud	1	Seats	\$150.01	60	1%	Subscription Plus Bridge (see below)

**Clear Fixed Rate Bridge Products**

Service Number	Product	Quantity	Unit	Bridge Charges	Bridge Length (Months)
41448992	CLEAR for Government Fraud	1	Seats	\$0.00	2

**Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

**Minimum Terms**

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms**

**For NON-ProFlex Online/Practice Solutions/Software Products:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then-current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Post Renewal Term for ProFlex Products** . Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

**Automatic Renewal Term for Window Products.** Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

#### **Miscellaneous**

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Excluded Charges and Schedule A rates.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control.

**CLEAR Fixed Rate Usage** :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Additional Order Form Terms and Conditions**

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Signature for Order ID: Q-00122017**

**ACKNOWLEDGEMENT**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2017 West, a Thomson Reuters business. All rights reserved

This Order Form will expire and will not be accepted after 1/5/2018 CT.



THOMSON REUTERS®

## Attachment

Contact your representative [ryan.galvin@thomsonreuters.com](mailto:ryan.galvin@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-00122017

### Payment and Shipping Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1005035352

P.O. Number:

SA ID:

GSA Funding:

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**Order Confirmation Contact (#28)**

Contact Name: Sheri Johns

Email: [sherijohns@countyofplumas.com](mailto:sherijohns@countyofplumas.com)

### Online Contact Information

User		Email Address	Contact Description
Sheri	Johns	<a href="mailto:sherijohns@countyofplumas.com">sherijohns@countyofplumas.com</a>	CLEAR PRIMARY CONT
Sheri	Johns	<a href="mailto:sherijohns@countyofplumas.com">sherijohns@countyofplumas.com</a>	EML PSWD CONTACT

### IP Address

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0	0.0.0.0				



3A

## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

---

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9126

ELLIOTT SMART  
DIRECTOR

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

DATE: NOVEMBER 3, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 14, 2017

RE: SOCIAL SERVICES TRENDS REPORT

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

Receive and file the Social Services Trends report.

**Background and Discussion**

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through September 30, 2017.

Copies: PCDSS Management Staff  
Members of the Human Services Cabinet

Enclosure

## SOCIAL SERVICES TRENDS

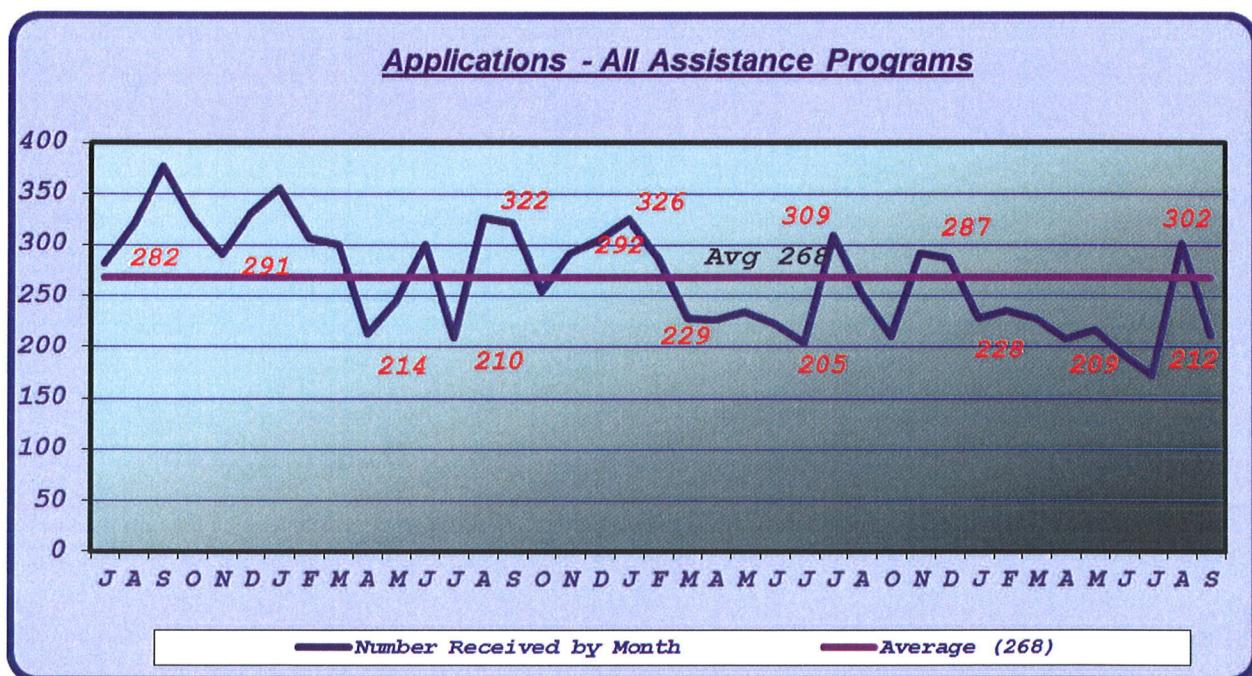
Quarter Ending: September 30, 2017

**Social Services Trends** is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended September 30, 2017. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION

#### A. APPLICATIONS RECEIVED

Despite a spike in applications in August, the overall trend for applications has been downward. The average number of applications has dropped to 268 per month. Just over one year ago the average was 307 per month. The percentage of Medi-Cal applications has dropped from about half of all applications to a little over forty percent.



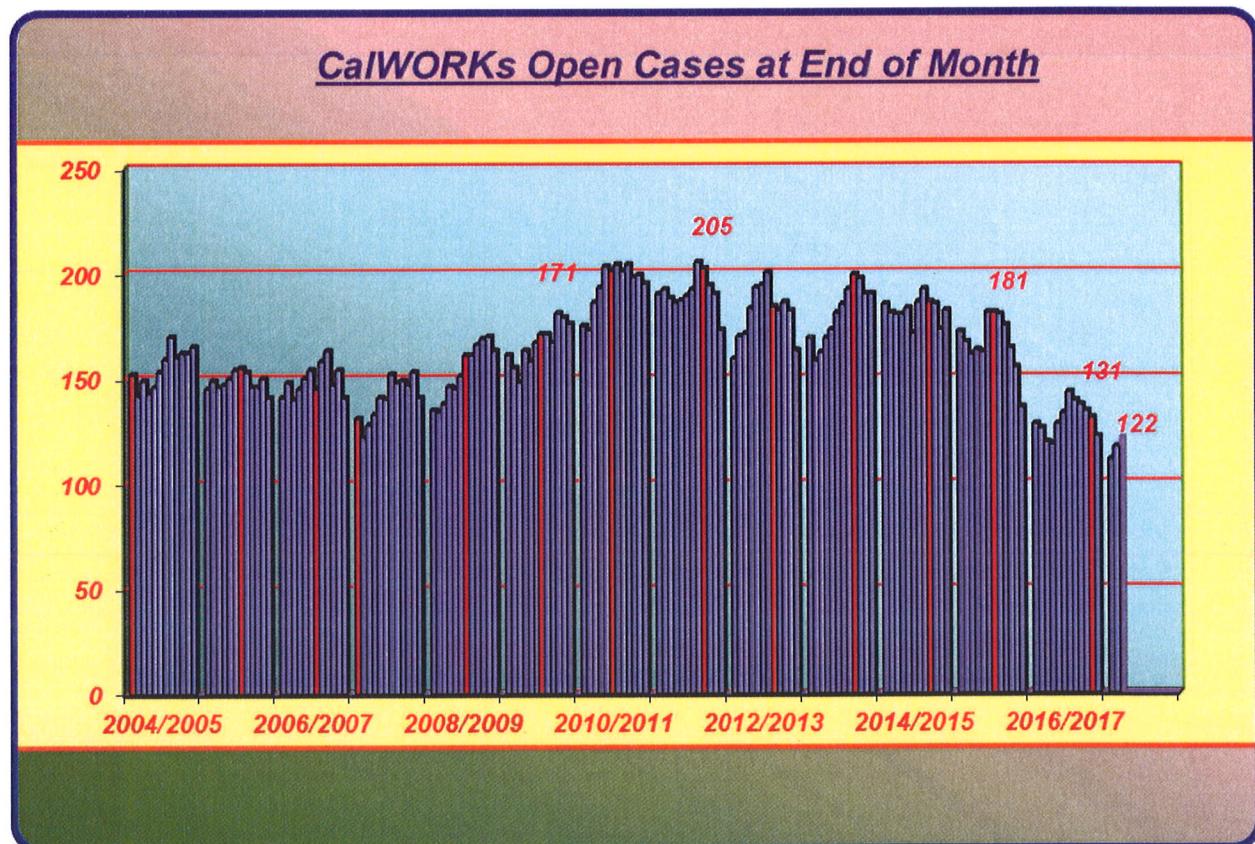
## **B. CONTINUING CASES**

### **(1). Cash Assistance (AFDC/CalWORKs)**

Since the high count of 202 cases recorded in February of 2012, the case count has continued a pattern of relatively steady decline over time. There were 122 CalWORKs cases in the system at the end of September, the exact same count we had at the end of June. That represents the lowest count of cash assistance cases since around 2007. This continues to be an indicator of improvements in the economy and growth in the job market. In addition, many of the families the Department assists are non-needy relative cases where a close relative is providing care for an eligible child.

#### **Average Monthly Caseload**

2015/2016	166
2016/2017	130
2017/2018	117



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

### **A. Case Count**

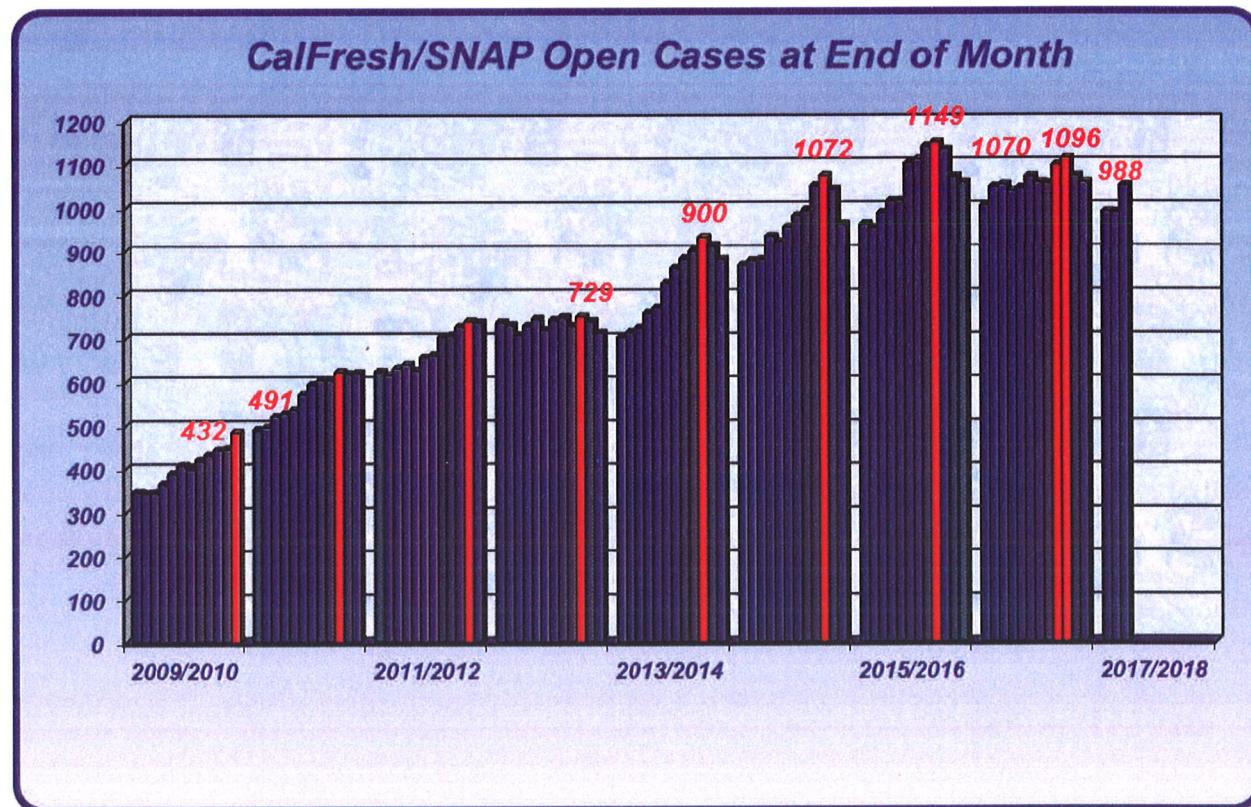
The Department is continuing to see positive trends in the CalFresh program. While the trend is not definitive in its decline, lower case counts are being seen. Typically, the Department sees a slight upward trend in August due to the return of students. College students are eligible for assistance so long as they are enrolled in a work/study component.

For working people, CalFresh supplements their purchasing power. So despite improvements in the economy, case counts will likely remain higher than they were prior to the recession.

The Department also continues to see more customers who are over 55 and more individuals with disabling conditions where in the past, it was less likely to see people in those cohorts applying.

#### **Average Monthly Caseload**

<b>2015/2016</b>	<b>1057</b>
<b>2016/2017</b>	<b>1058</b>
<b>2017/2018</b>	<b>1009</b>



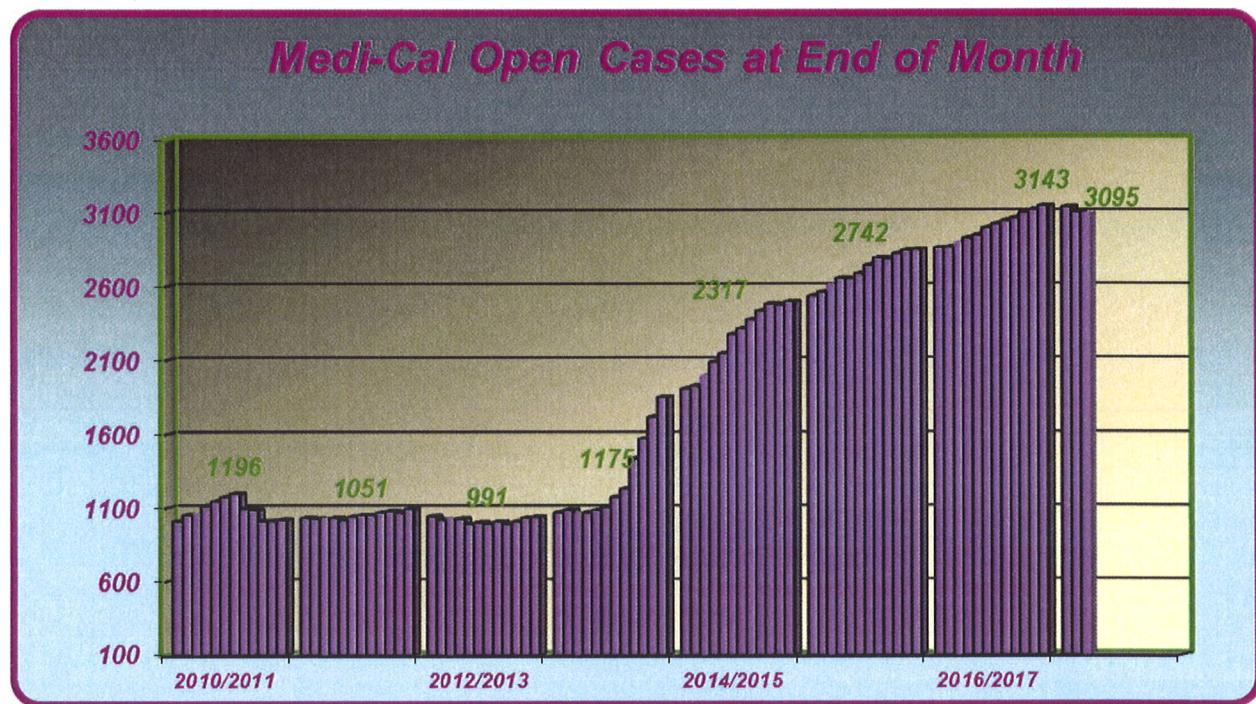
### **(3). Medi-Cal**

After over three and one-half years of virtually steady growth in the Medi-Cal case count, the number of active cases appears to have leveled off, at least for the past six months. The Department has believed for some time that case counts for this program would eventually level off as the number of eligible recipients gets saturated. It is reasonable to think that the Department has reached that point.

As has been noted in previous reports, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into about \$1,354 per month. For a single working person that amounts to \$16,248 annually. For a family of three, annual income at 138% of poverty is \$27,730 or less.

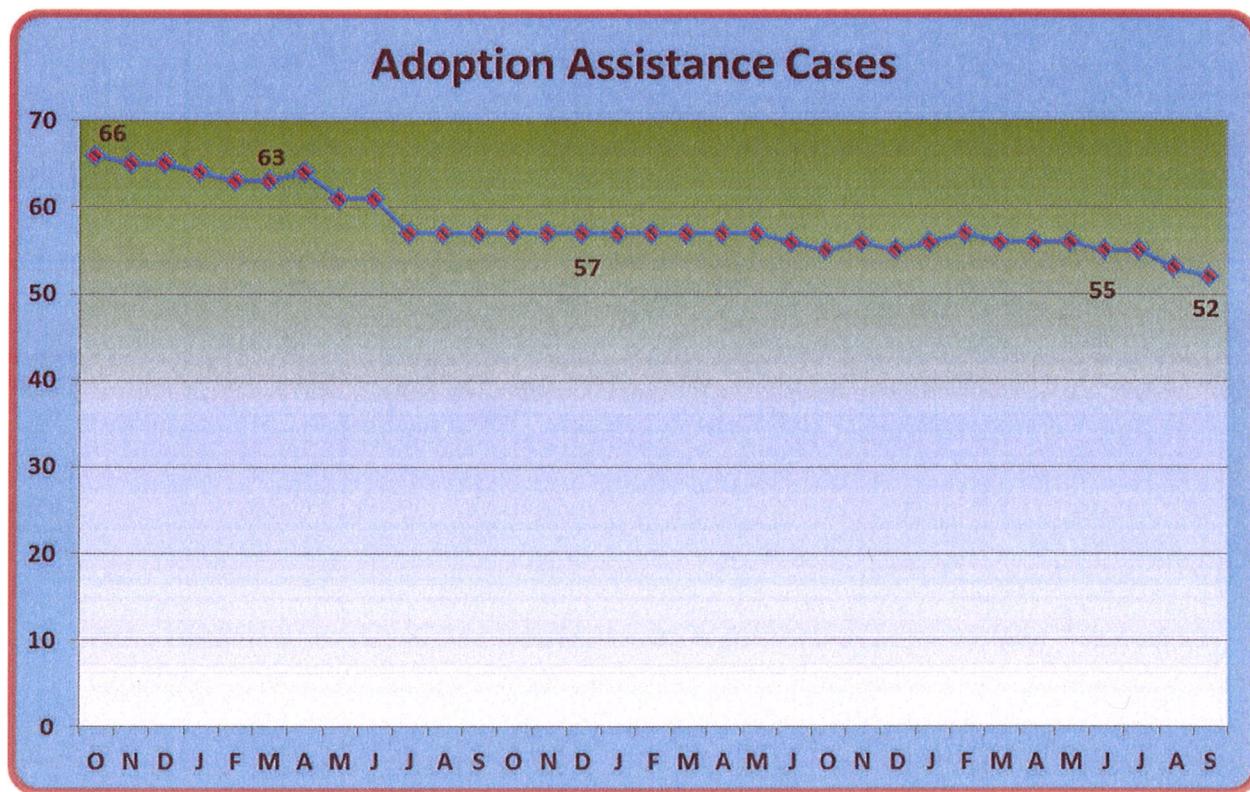
#### **Average Monthly Caseload**

<b>2015/2016</b>	<b>2711</b>
<b>2016/2017</b>	<b>2998</b>
<b>2017/2018</b>	<b>3111</b>



#### **(4). Aid to Adoptions**

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped to 52 children currently receiving assistance. There have been as many as 70 children receiving assistance in the past. Most of this decline is the result of children who have aged out of the system. On rare occasions adoptive placements fail and the children must be placed in foster care.



## **(5). CalWORKs Work Participation Rates (WPA)**

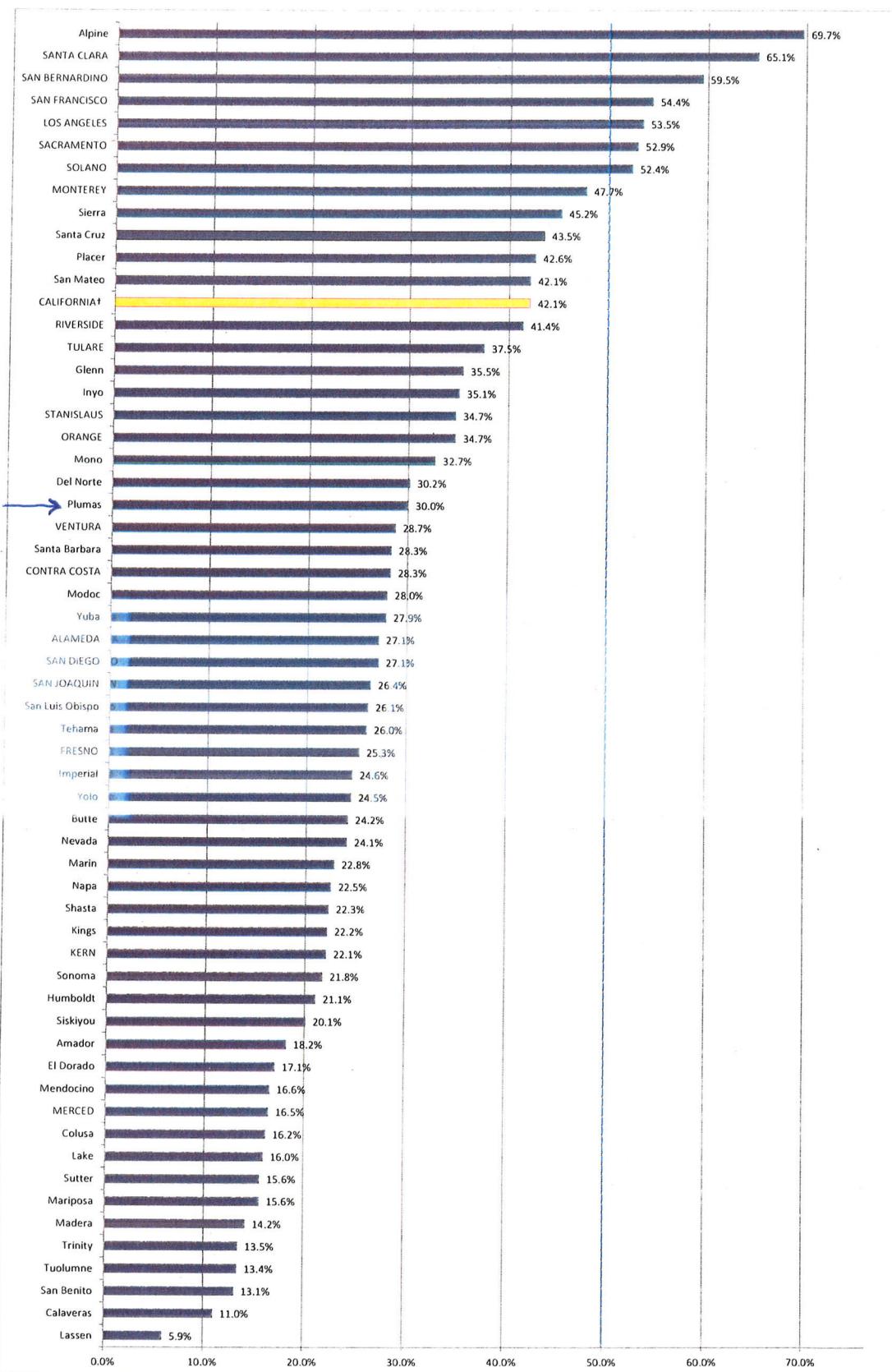
Periodically the California Department of Social Services provides counties with a summary of their Federal Work Participation (WPA) rate data. California has continued to make improvements in WPR rates and Plumas County has been among the top tier, particularly in respect to small county rates.

In the enclosed tables, which are for the Federal Fiscal Year ending in 2014, Plumas County's performance for two-parent households was slightly below the statewide average. Plumas County's rate was 40.5% compared to the statewide average of 40.8%

For all families, the Plumas rate of 30% was just below the statewide rate of 42.1%. but still the 22<sup>nd</sup> best in the state. When one looks at the size of counties that ranked above Plumas, it is clear that Plumas performed very well compared to other small and medium counties.

Charts on the following pages provide a complete county by county comparison of work participation rates.

## All Families WPRs for Federal Fiscal Year 2015\* (including WINS)



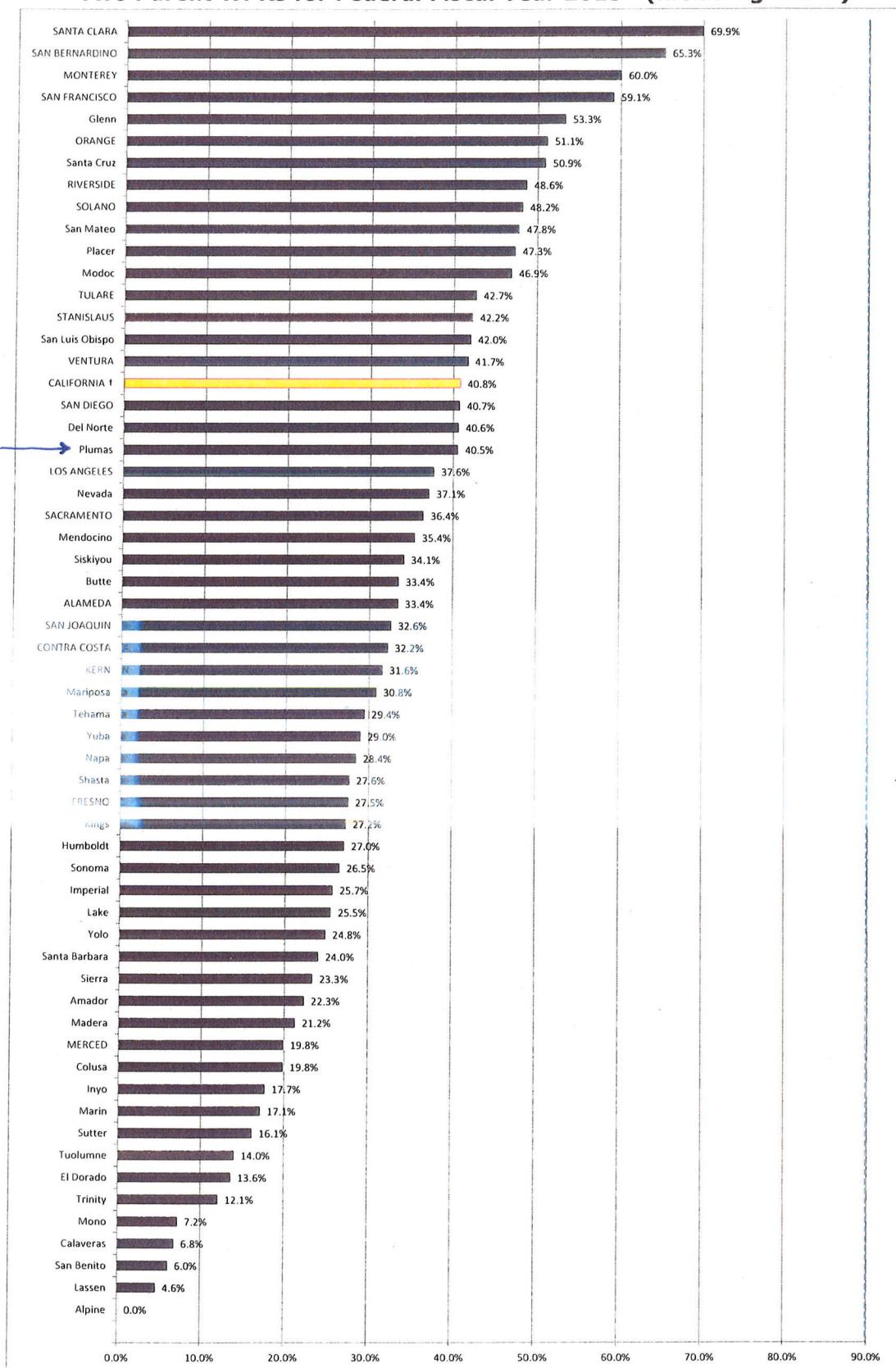
Source: County Work Participation Rate database as of 8/15/2017.  
All Caps = Performance Measurement Counties.

\*The annual WPRs are based on the average of the weighted monthly rates for each county, which is consistent with the calculation of the federal statewide rates by the Administration for Children and Families (ACF). Note: The 30 percent limit on cases considered meeting work requirements due to educational activities per month is not applied to the WPR calculations in this report.

---- = Required work participation rate of 50%.

†The statewide rate calculated using only those cases sent to ACF is 35.9%.

## Two Parent WPRs for Federal Fiscal Year 2015\* (including WINS)



Source: County Work Participation Rate database as of 8/15/2017.

All Caps = Performance Measurement Counties.

\*The annual WPRs are based on the average of the weighted monthly rates for each county, which is consistent with the calculation of the federal statewide rates by the Administration for Children and Families (ACF). Note: The 30 percent limit on cases considered meeting work requirements due to educational activities per month is not applied to the WPR calculations in this report.

---- = Required work participation rate of 90%.

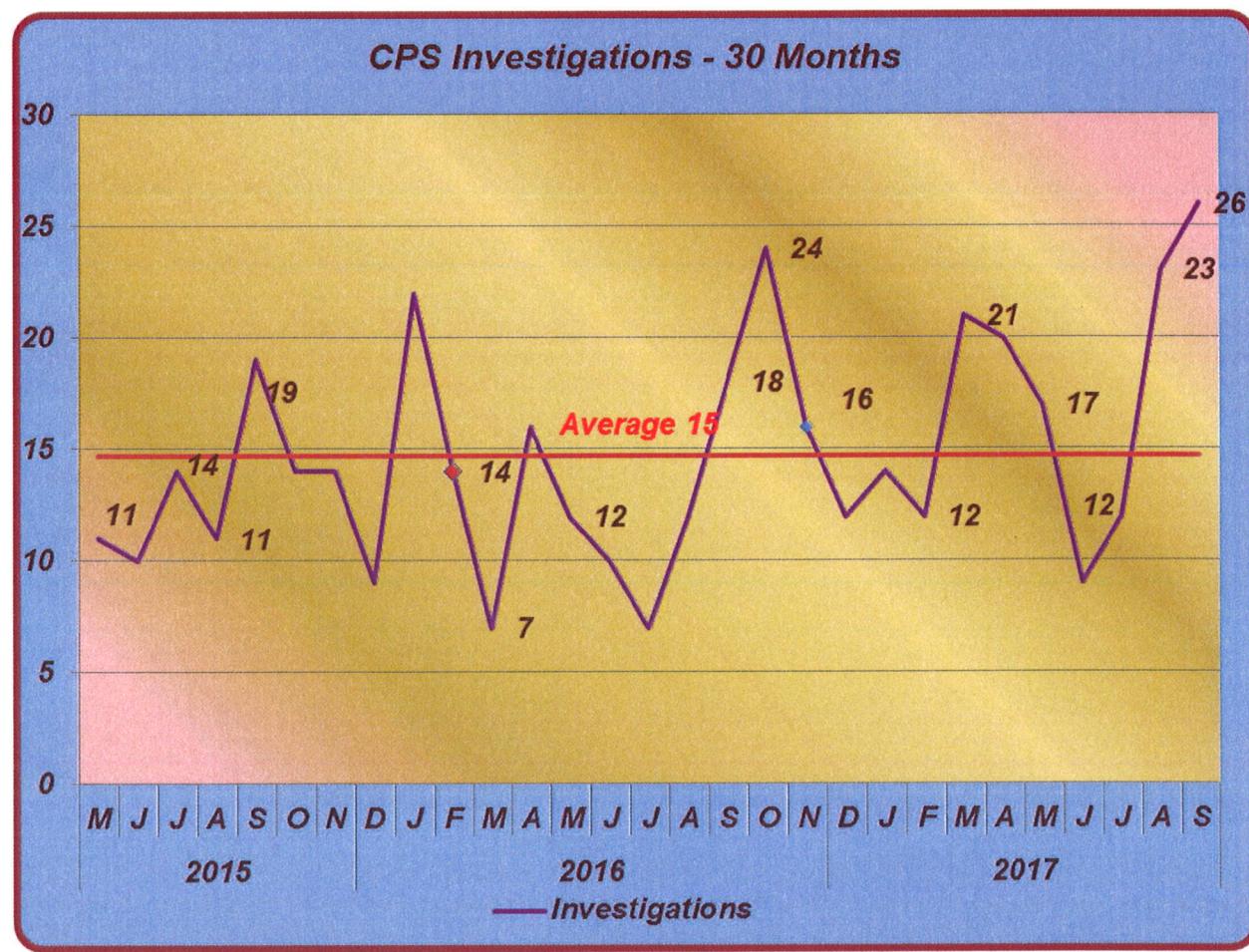
†The statewide rate calculated using only those cases sent to ACF is 33.8%.

## **II. SOCIAL SERVICES DIVISION**

### **A. Child Welfare Services**

The Emergency Response component of Child Protective Services averages about 15 child abuse investigations per month. As has been reported previously, the Department generally expects that requests for CPS investigations will increase when school returns to session at the end of the summer. That circumstance would account for substantially increased referral numbers in August and September.

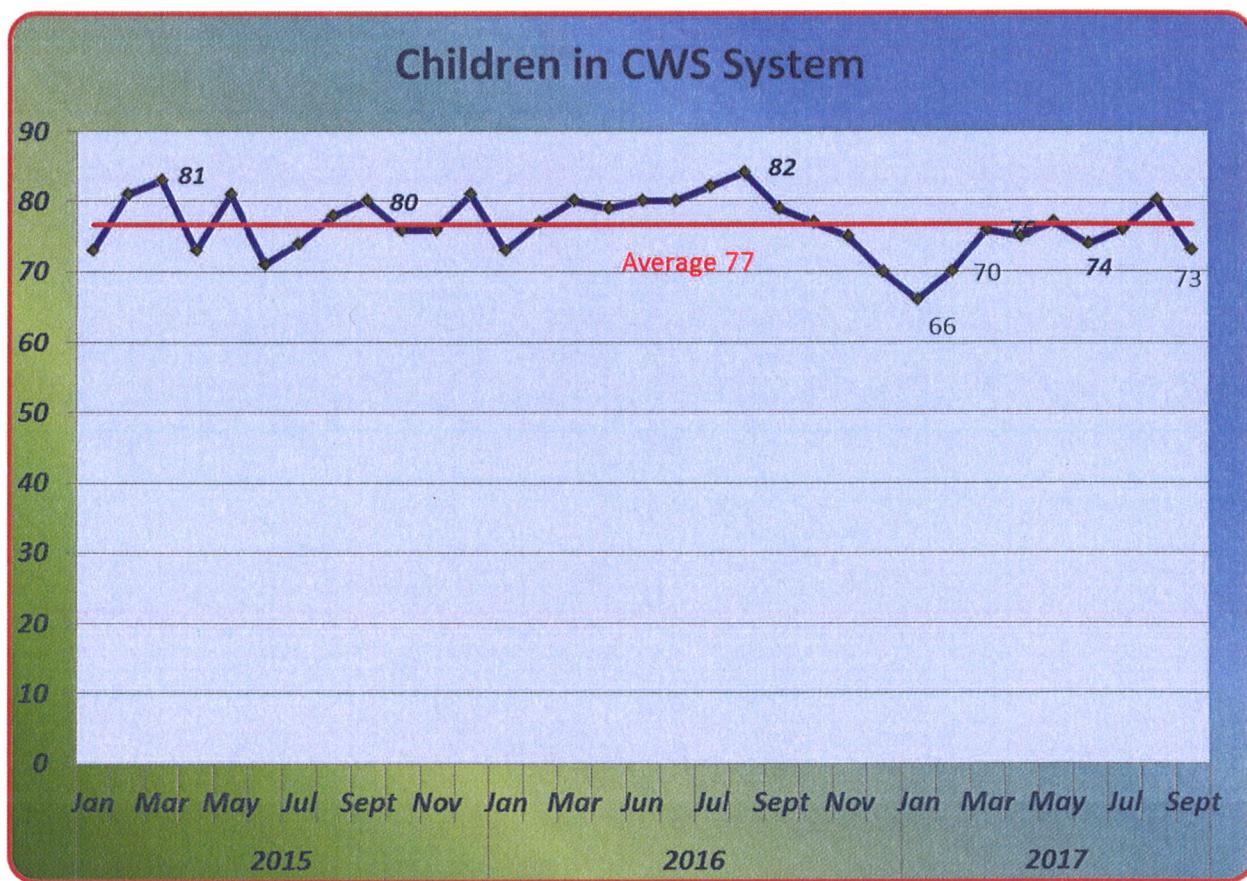
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse and the resultant failure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



## B. Children in the Child Welfare Services System

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 4 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children.

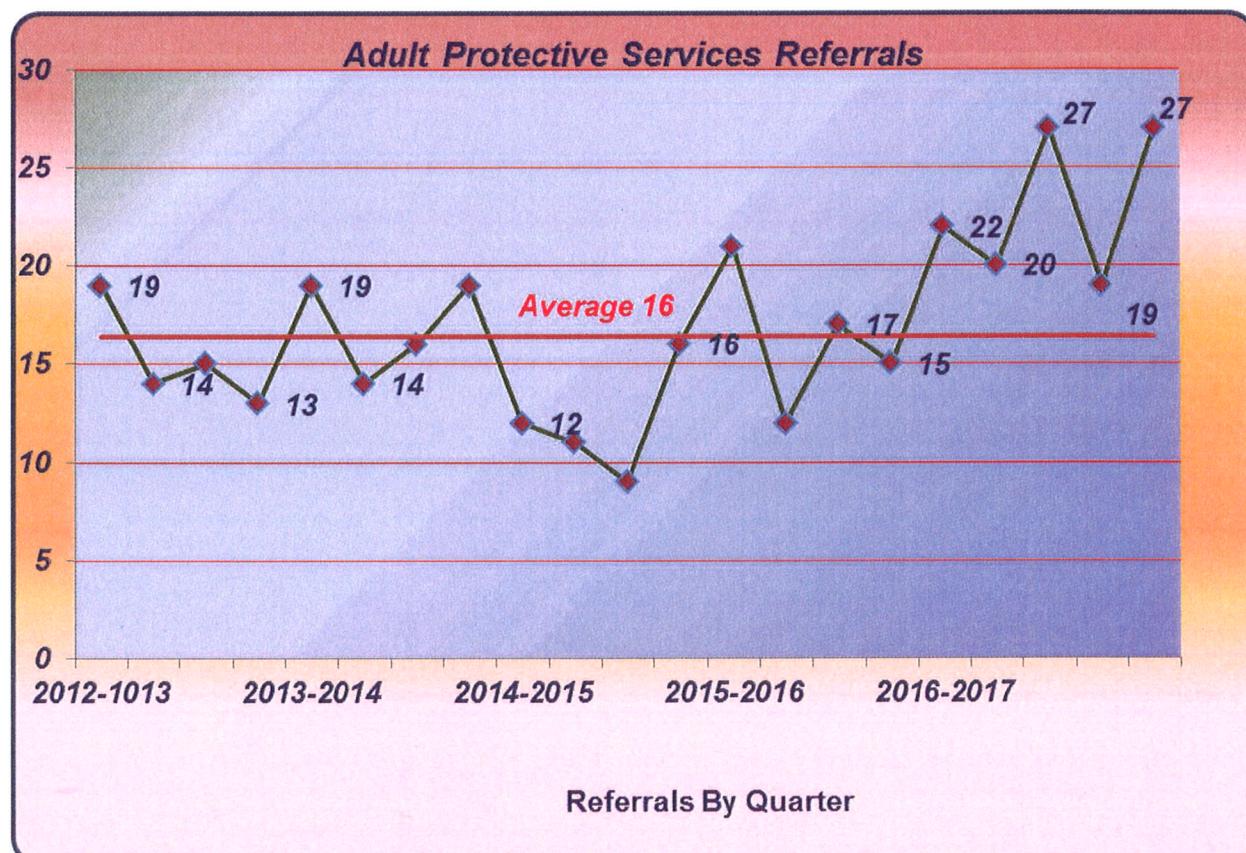
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there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



### C. Adult Protective Services

Generally the Department receives about 16 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the three month period that concluded in September, the Department received 27 requests for investigation. This marks the fifth consecutive quarter (now 15 months) where referrals have been above the average. The Department has not identified any particular reason that referrals are growing other than good public awareness of potential threats to the safety and well-being of elderly and/or disabled persons.

The Department continues to receive referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's financial resources. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the individual being referred may still have a right to self-determination if a cognitive disability isn't the cause for their self-neglect.

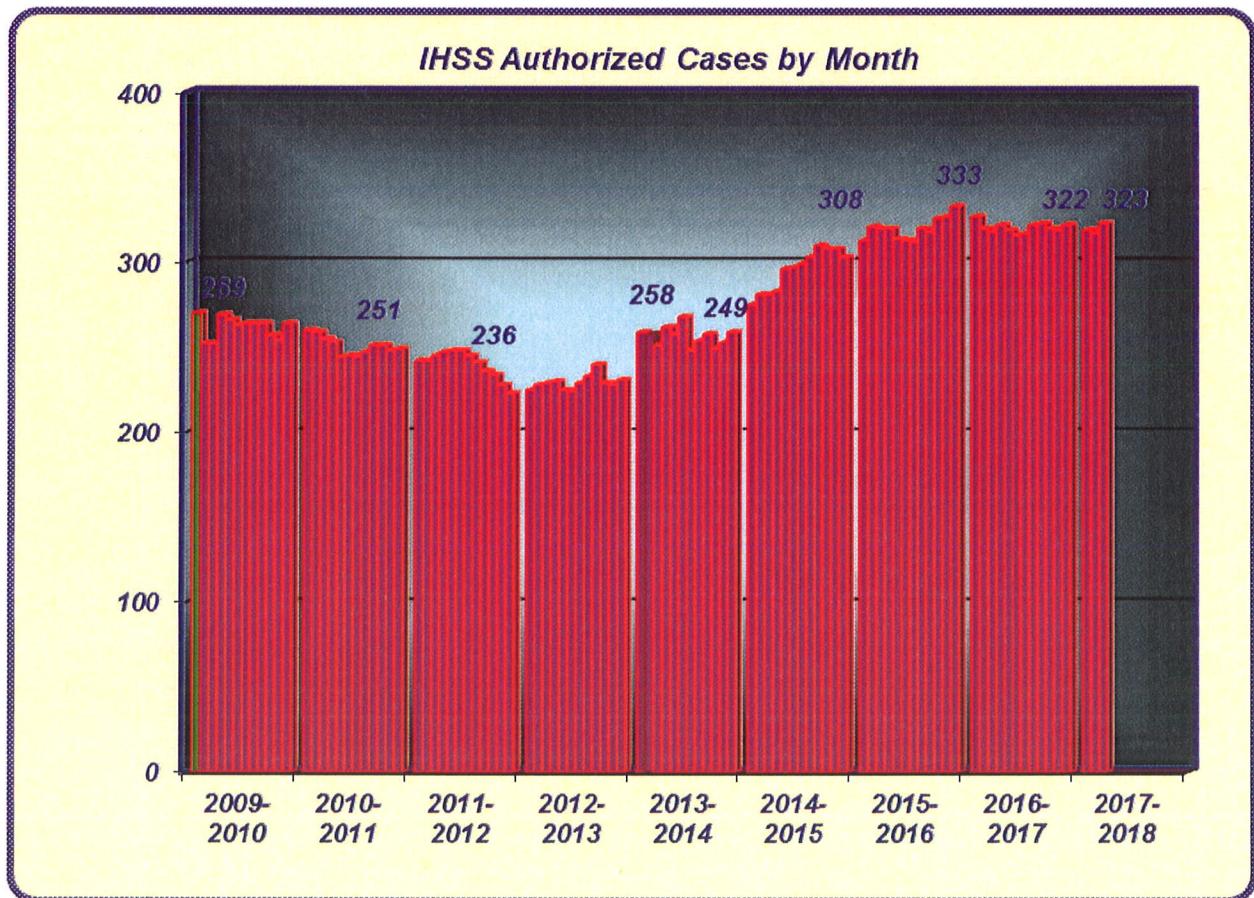


#### **D. In-Home Supportive Services (IHSS)**

The In-Home Supportive Services caseload has held steady at an average case count of 320 per month for the past 27 months.

##### **Average Monthly Case Count**

<b>2015/2016</b>	<b>320</b>
<b>2016/2017</b>	<b>320</b>
<b>2017/2018</b>	<b>320</b>



3B



Localizing a national epidemic

- What seemed to be the problem?
- Experienced a high amount of deaths in Plumas County due to overdose.
- Looked into the death data...
- Public Health was well-positioned to respond.

Plumas County Alcohol and Other Drug Services,  
Plumas County Public Health Agency,  
and 20,000 Lives present:



# Preventing Opiate Overdose

A free community training for health care professionals, law enforcement, first responders, alternative sentencing, family, friends, and others touched by opiate use and overdose

Start the  
Conversation

Monday, June 15<sup>th</sup>, 2015  
at  
The Quincy Library  
12:00-2:00pm

**Topics Will Include:**

- Overview of prescription and nonprescription opiate use trends in rural California
- The process of setting up successful naloxone distribution program
- Demonstration of opiate overdose response training

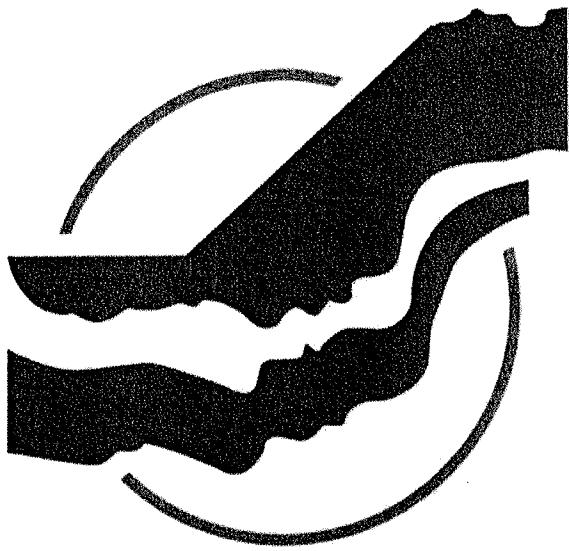
Harm Reduction Services (HRS) is a non-profit, community based organization located in Sacramento, CA. Join Raven Hoopes, Executive Director, and Street Outreach/HIV Test Counselors Bob Haras and Kenny Beasley for an interactive, community-focused training

**To Register (free) by June 10:**

**For More Information:**  
Call Andrew Woodruff (530) 283-7080      Call (530) 283-6337 or e-mail  
AudreyRice@countyofplumas.com



We needed something more. We  
needed an ongoing effort.



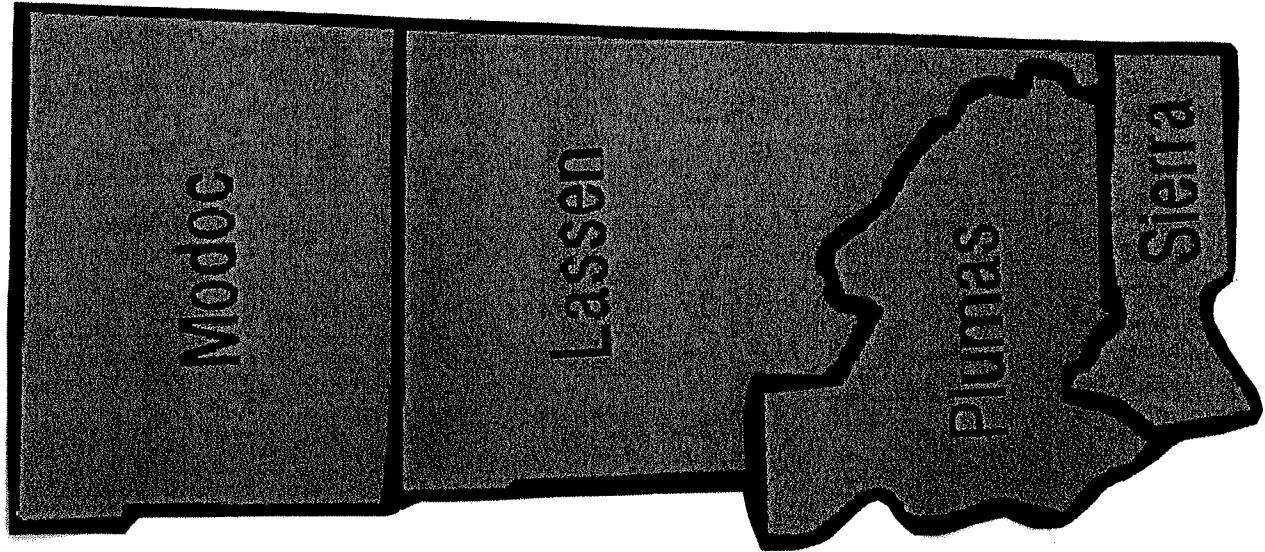
California HealthCare  
Foundation to the  
Rescue!

# With the RFP came county data

- Plumas County had the highest rate of deaths related to prescription opiate overdoses in the state. (2009-13)
- This problem was more than county-specific. It affected our neighboring counties as well.
- We would have more resources if we worked together.
- If we were to form a coalition, it made sense to make it a regional one.

# Our Region

Although each county has its own unique challenges, there are enough similarities to make it worthwhile to work together. Plus, none of us really have the capacity to take this on alone.



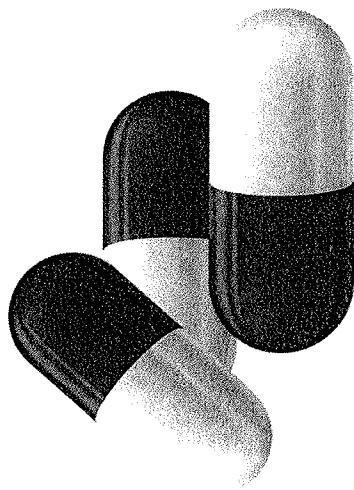
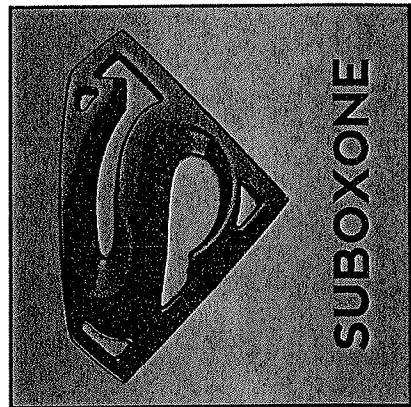
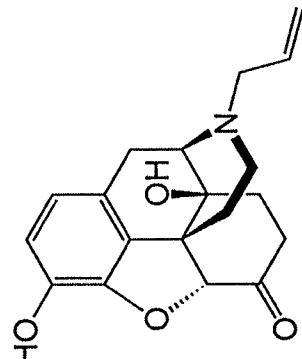
**Officially formed in January, 2016!**



**With the highest rate in the state of overdose deaths related to prescription opioids, coming up with a call for action was easy... and well received.**

# Action Teams!

Safe  
Prescribing



MAT

## Safe Prescribing Goal:

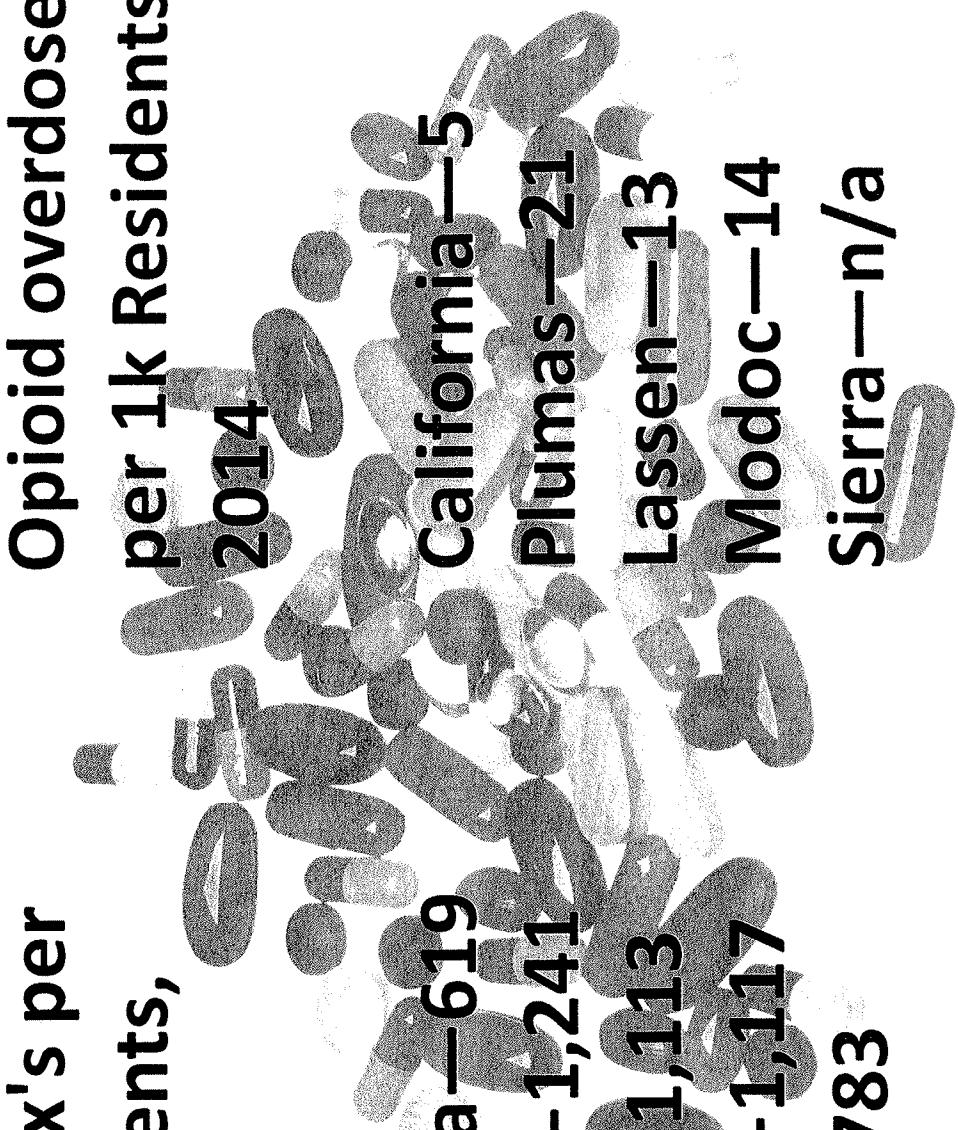
Reduce amount prescribed by 15%

### Opioid Rx's per

1k Residents,

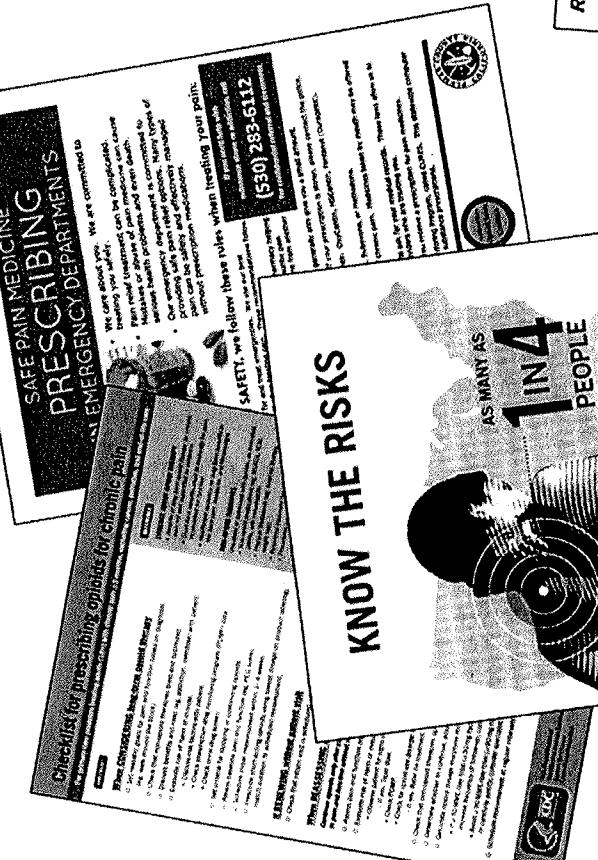
2015

### Opioid overdoses per 1k Residents, 2014



# Posters!

# Guidelines!



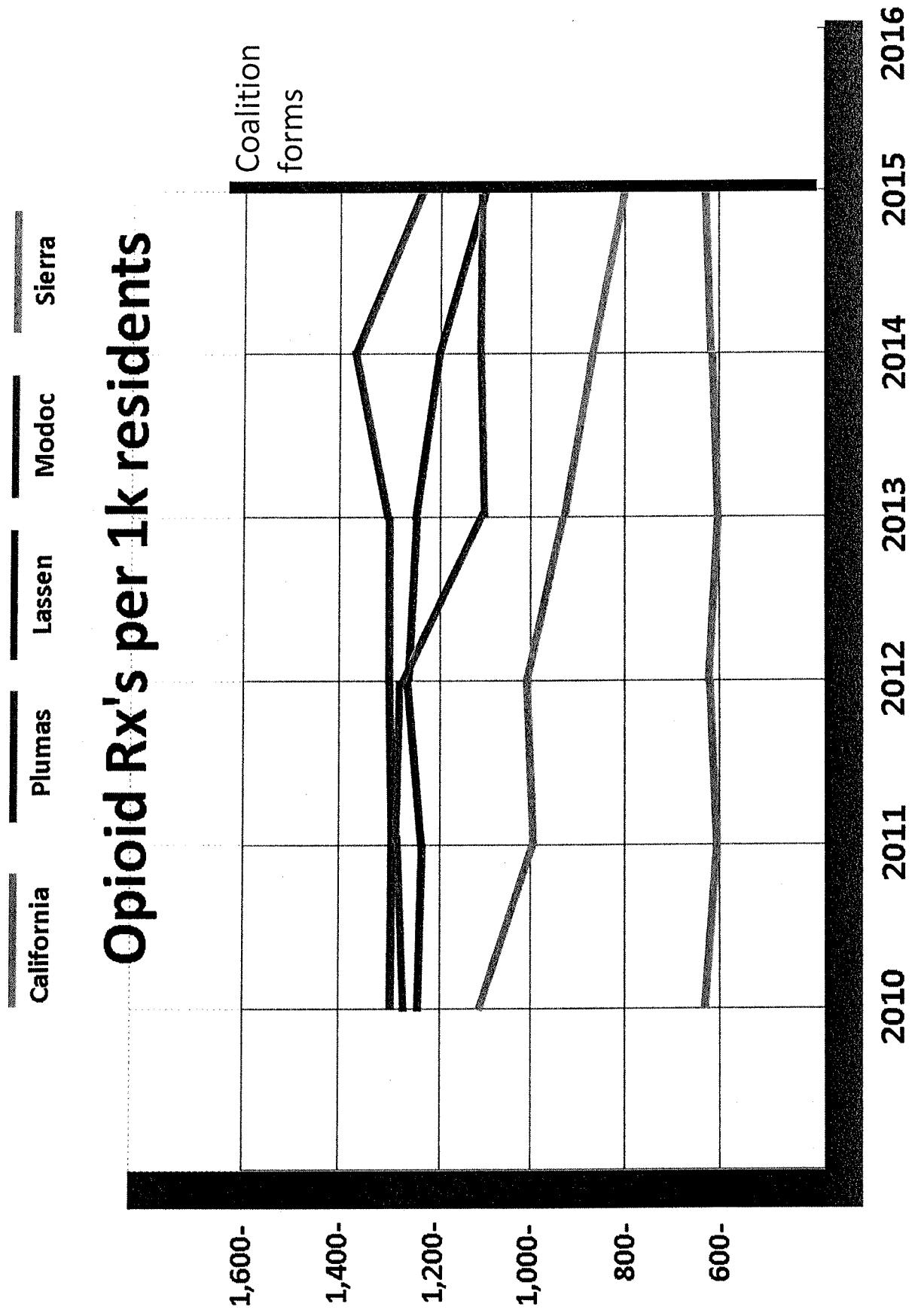
**Eastern Plumas Health Care**  
"People Helping People."



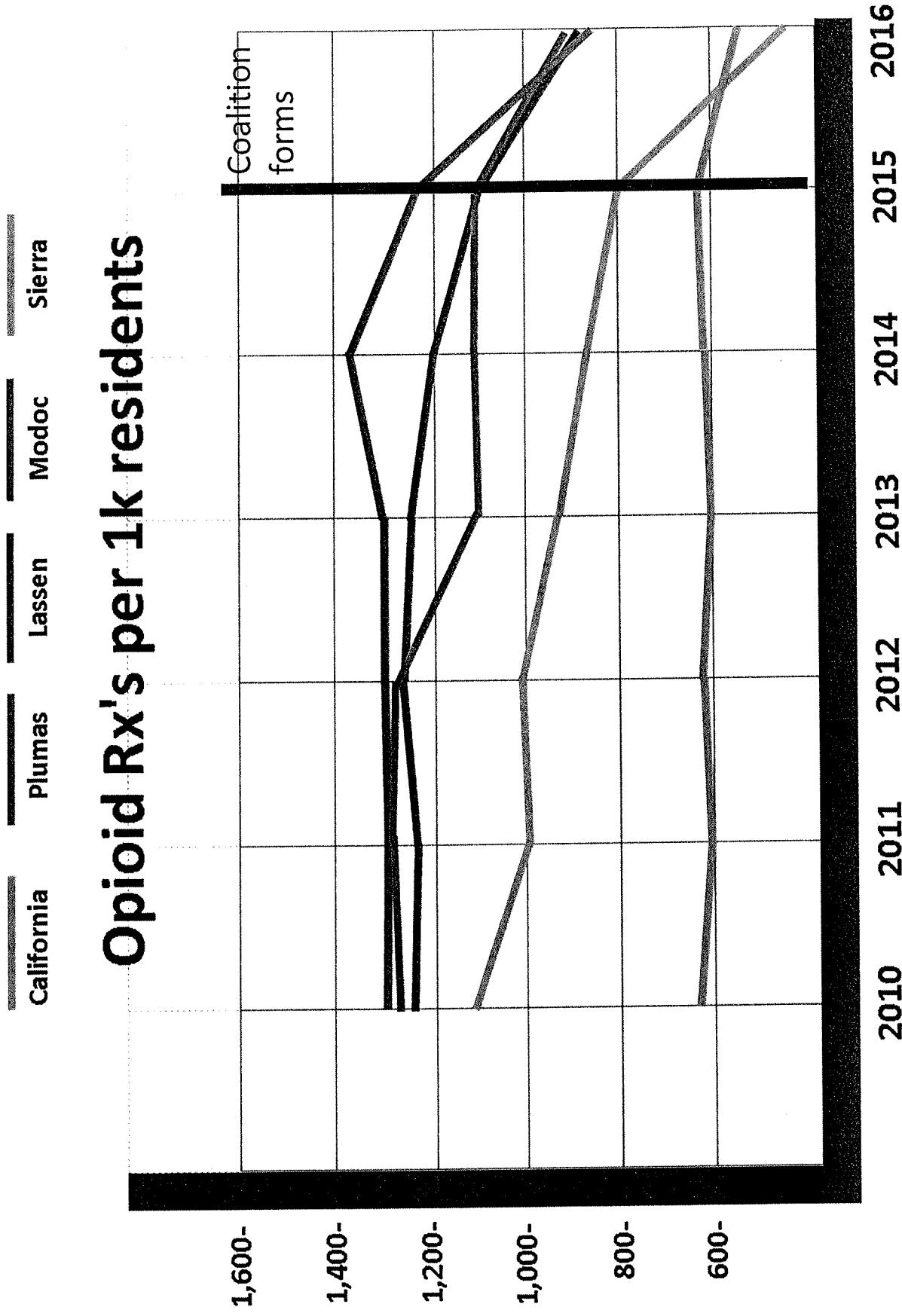
Banner Health<sup>®</sup>

# Education!!

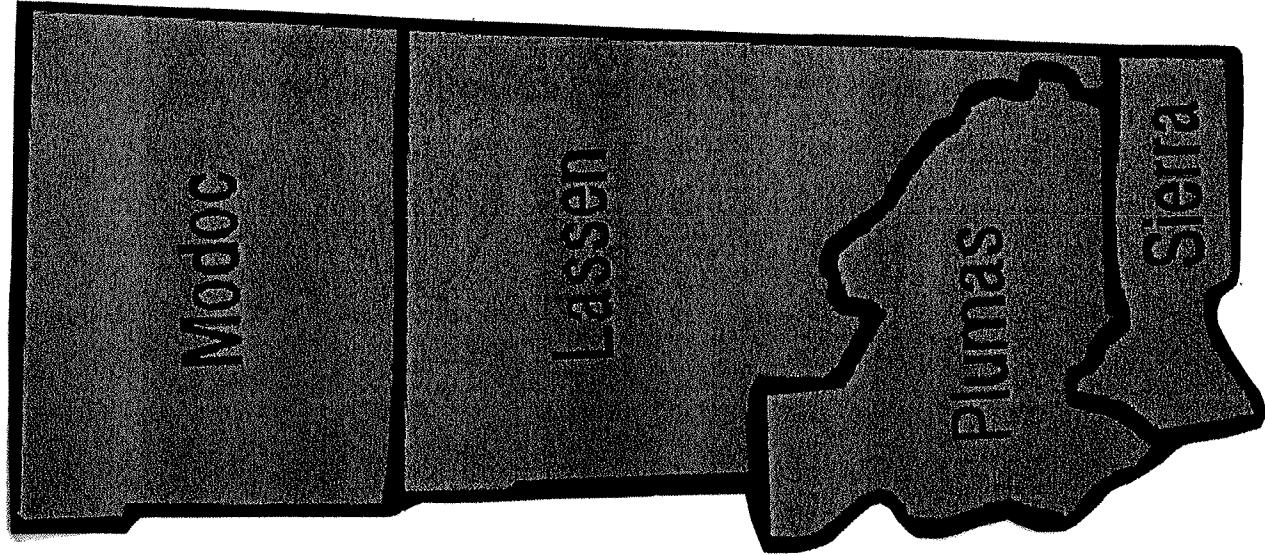
# Opioid Rx's per 1k residents



# Opioid Rx's per 1k residents

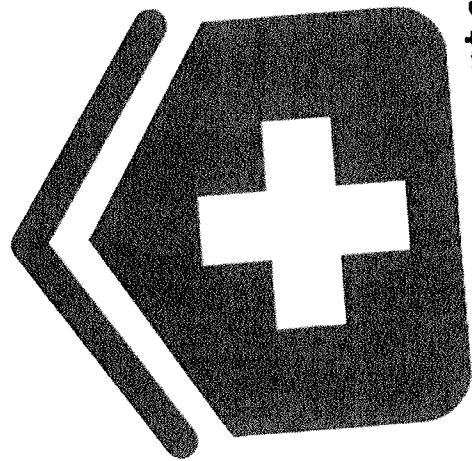


# Next step, increase # of Docs who are X-waived

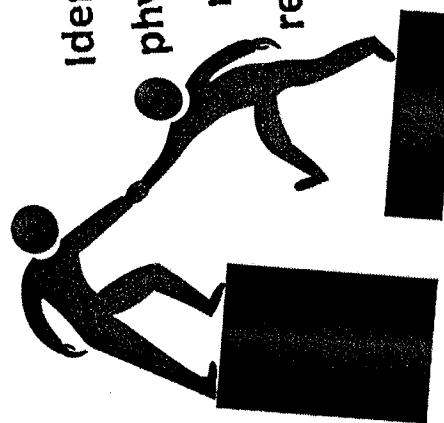


The image on the right is a map of our region, with the locations of X-waived physicians in 2015 pinpointed with flags.

# To do that...



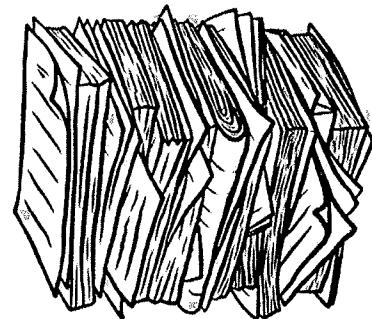
We visited treatment clinics..



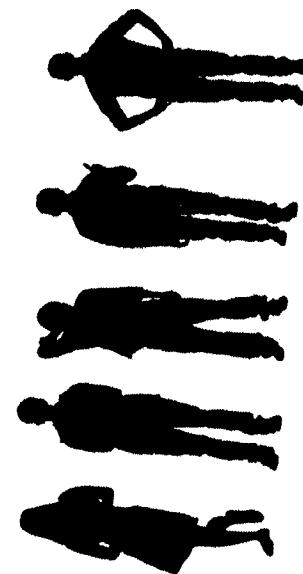
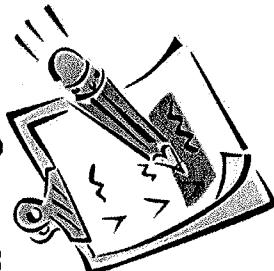
Identified X-Waived  
physicians to act as  
mentors to our  
region's doctors...

Collected forms

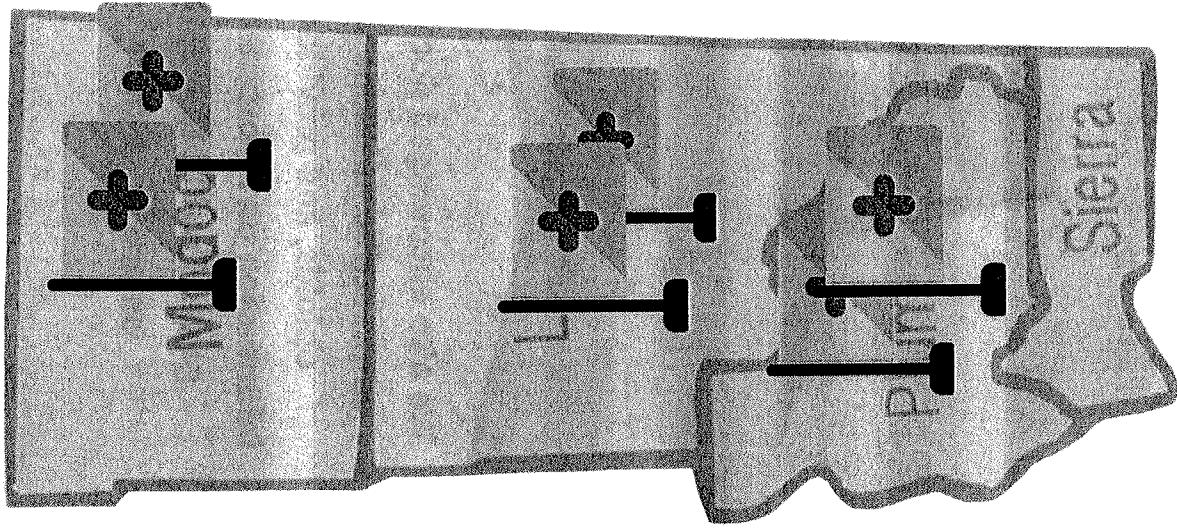
from other clinics  
(SO many forms!)...



Reviewed policies  
and procedures  
and adapted them  
to the region...



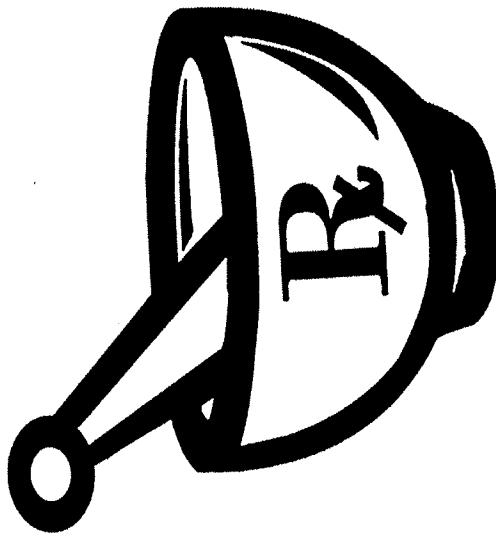
And identified people ready  
for treatment.



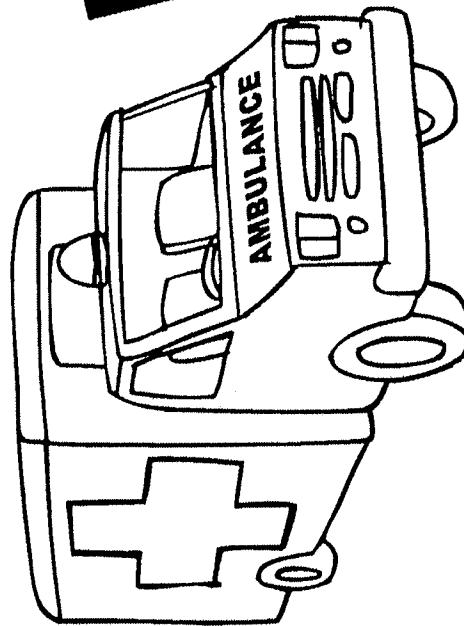
**TODAY...**

Treatment programs were developed in Modoc, Lassen, and Plumas Counties! Still a definite need to increase access, but the region now has six more x-waived doctors than it had before!

# Different ways we expanded access to naloxone.



We talked to pharmacists about keeping naloxone on hand. In California, there's also a protocol that allows pharmacists to provide naloxone to potentially at-risk recipients, without a prescription from a doctor.



We worked with NorCal EMS to develop policies, procedures, and a training mechanism that now allows Emergency Responders in the region, like police and firefighters, to carry naloxone.



We also encouraged doctors to co-prescribe naloxone with opioids, and provided information on naloxone to the general public to create smarter patients.

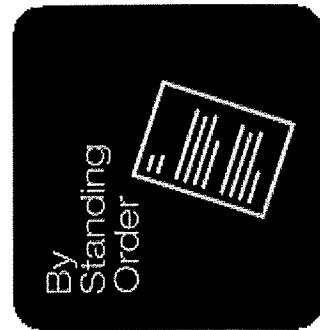
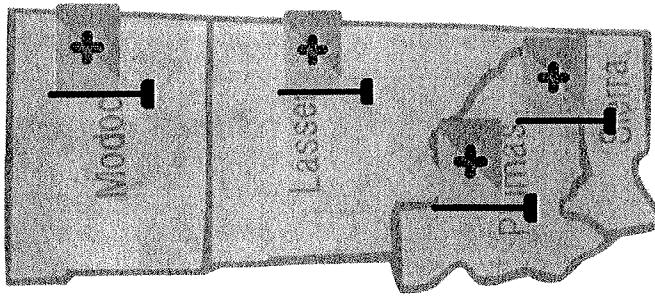
We really wanted to get naloxone in the hands of those that need it most, so we started a community distribution program.

## Policies and Procedures



## Distribution Locations

## Standing Orders

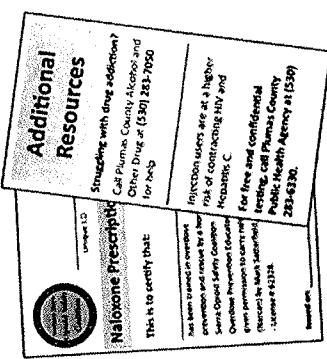


# Each kit includes...



Two doses of 4  
mg naloxone  
nasal spray,

Info on how to  
recognize an overdose  
and instructions on how  
to administer naloxone,



And rescue  
breathing  
apparatus.  
A prescription card  
with referrals to  
addiction treatment  
services and HIV and  
Hep C testing,

Since September, 2016...

All 413 doses of naloxone have been distributed directly to people at risk

All 121 recorded instances of naloxone from the program being used to reverse an overdose and save a life!

coalition counties started distributing naloxone

# Public Awareness

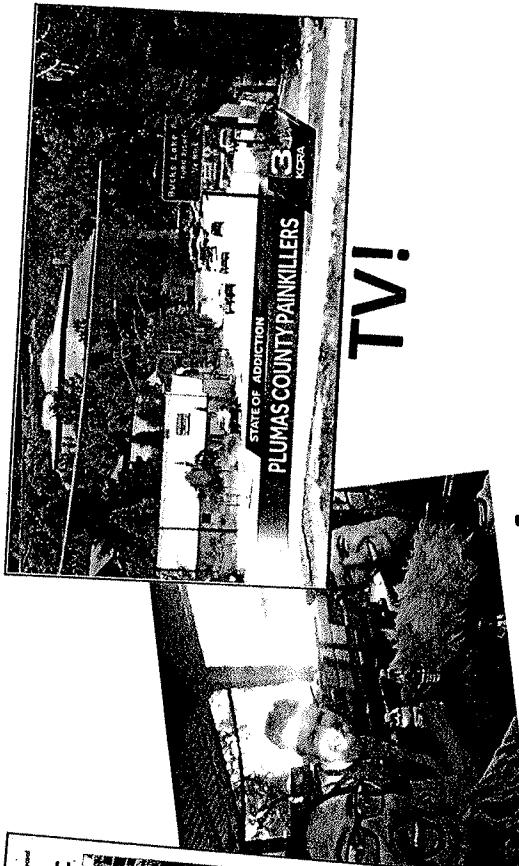


## Ads!

# Newspapers!

# Radio!

TV!



The result is a well-informed community.

# 2016 (A great year!)

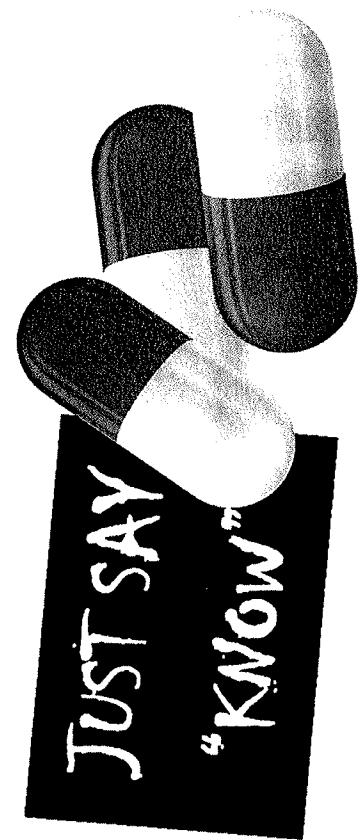
- Since the Northern Sierra Opioid Safety Coalition formed...
- Prescribing rates went down in all four counties
- Access to MAT went from 0 to 6 x-waived docs, in three counties
- The naloxone we handed out reversed 12 overdoses (Just that we know of!)
- In three of our counties, Plumas, Sierra, and Modoc,  
0 deaths due to prescription opioid overdose.

# Looking to the future...

- Primary Prevention
- Safe Drug Disposal
- Academic Detailing
- Clean Syringe Access
- HepC and HIV Prevention and Testing
- Strengthen programs already started

# Restructured Action Teams

Harm  
Reduction  
Prevention



# Thank you

Especially to CHCF, CDPH, CMSP, and DHCS for funding us and making this possible, and to James Wilson for taking over as the director of our regional coalition and creating this presentation that tells our story

**Questions? Comments?**

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



*Louise Steenkamp, Interim Director*

**Date:** November 6, 2017

**To:** Honorable Board of Supervisors

**From:** Louise Steenkamp, Interim Director *JS*

**Agenda:** Agenda Item for November 14, 2017 BOS Meeting

**Item Description:** Approve and authorize the Chair to sign a Service Agreement (MHSA1718PCIRC-WFRC) with Plumas Crisis Intervention and Resource Center (PCIRC) in the amount of \$79,133 to provide MHSA Community Services and Supports funding (CSS-70571) for operating expenses at the Wellness and Family Resource Centers.

**Recommendation:** It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign a one-year Service Agreement (MHSA1718PCIRC-WFRC) between Plumas County and Plumas Crisis Intervention and Resource Center (PCIRC), to provide Mental Health Services Act (MHSA) Community Services and Supports funds (CSS-70571) for operating expenses at the Chester and Greenville Wellness Centers, Behavioral Health's Portola Wellness Center (clinical office and wellness activities), and to fund the PCIRC phone system and Crisis Line.

**Background and Discussion:** Plumas County Behavioral Health is requesting approval of a one-year Service Agreement (MHSA1718PCIRC-WFRC) with PCIRC in the amount of \$79,133. The MHSA Community Services and Supports funds (CSS-70571) will be used to support basic operations at the Wellness Centers in Chester and Greenville, including rent and utilities, the PCIRC phone system and Crisis Line, and FY17/18 first quarter of rent and utilities at the Portola Wellness Center, which provides clinical services and wellness activities to the community of Portola. Wellness Center programming related to this agreement was approved in the current MHSA Program and Expenditure Plan, 2017-20, approved by the Board of Supervisors on September 19, 2017.

The Service Agreement is approved to form by County Counsel. A copy of this Agreement is on file with the Clerk of the Board. The current MHSA Program and Expenditure Plan, 2017-20, is available on the Behavioral Health Department MHSA website.

No General Fund monies will be used for this Agreement, and it is funded solely using Community Services and Supports monies. There are sufficient funds available in the MHSA revenue fund balance, including projected revenue allocations in FY 2017-18.

Thank you.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Crisis Intervention and Resource Center**, a California nonprofit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed seventy-nine thousand, one hundred thirty-three dollars (\$79,133).
3. **Term.** The term of this Agreement commences July 1, 2017 and shall remain in effect through June 30, 2018, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor following expiration of the prior contract between the parties on June 30, 2017 to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Behavioral Health  
County of Plumas  
270 County Hospital Road, Suite 109  
Quincy, CA 95971  
Attention: Aimee Heaney, MHSA Coordinator

Contractor:

Plumas Crisis Intervention and Resource Center  
591 W. Main Street  
Quincy, CA  
Attention: Scott Corey, Administrative Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
26. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes. MHP consumers may submit a grievance orally or in writing at any time, and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 60 days of receipt. The disposition of appeals must be within 45 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
27. Business Associate Agreement. The Business Associate Agreement by and between the parties attached hereto is made a part of this Agreement by this reference.

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

**CONTRACTOR:**

Plumas Crisis Intervention and Resource Center, a California  
nonprofit corporation

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

Johanna A. Downey  
Executive Director

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

Scott Corey  
Administrative Director

**COUNTY OF PLUMAS:**

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

**APPROVED AS TO CONTENT:**

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

Louise Steenkamp, Interim Director  
Behavioral Health

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

Lori Simpson, Chair  
Plumas County Board of Supervisors

**APPROVED AS TO FORM:**

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

  
R. Craig Settemire *Gretchen Stuhm*  
Plumas County Counsel  
Deputy

10/27/17

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

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS, referred to herein as Covered Entity (“CE”), and PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER, referred to herein as Business Associate (“BA”), dated July 1, 2017.

### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances

from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

**c. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

**d. Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

**h. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**i. Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

**j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**k. Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

**l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**m. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized

use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**n. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### **3. Termination**

**a.. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### **5. Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

#### **6. Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

#### **7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

## 8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## 9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

<u>COVERED ENTITY</u>		<u>BUSINESS ASSOCIATE</u>	
Name:	<u>Louise Steenkamp, MBA</u>	Name:	<u>Johanna A. Downey</u>
Title:	<u>Behavioral Health Interim Director</u>	Title:	<u>Executive Director</u>
Address:	<u>270 County Hospital Road, Ste 109</u>	Address:	<u>591 W. Main Street</u>
	<u>Quincy, California 95971</u>		<u>Quincy, CA 95971</u>
Signed:	<hr/>		
Date:	<hr/>		

## EXHIBIT A - SCOPE OF WORK

### **Plumas Crisis Intervention and Resource Center – Wellness and Family Resource Centers**

From FY2015/16 through FY2016-17, Plumas Crisis Intervention and Resource Center (PCIRC) completed an implementation service agreement with CalMHSA to utilize Plumas County Mental Health Services Act (MHSA) funds which had been identified by Plumas County Behavioral Health (PCBH) to have been at risk of reversion and in need of encumbrance by the end of FY14/15. These funds were expended to create and implement three hybrid Wellness and Family Resource Centers in Chester, Greenville, and Portola through a partnership between PCIRC and PCBH.

By the end of FY2016-17, the Wellness and Family Resource Centers in Chester and Greenville were created to be run through a collaboration between PCIRC and PCBH. In the hybrid model, the purpose of the centers was to provide individuals, youth, and families access to comprehensive behavioral health *and* family resource center services within a single point of entry, in addition to implementing community wellness programming based on community stakeholder feedback on local needs.

While providing local services through a single point of entry remains a priority, PCBH and PCIRC Wellness & Family Resource Center sites located in Greenville and Chester will offer parallel yet separate services, including co-location of Behavioral Health staff, crisis services, housing support, emergency food pantry and an array of other supportive services. The Portola Wellness Center (East Sierra Avenue) and the Portola Family Resource Center (Ridge Street) are not co-located.

PCIRC will provide to PCBH full use of the Greenville and Chester sites (80% of office space and full use of all facilities, including but not limited to storage area, reception/waiting room, parking, large meeting space, group room, employee break space, and restrooms).

These Wellness Center sites will put forth best practices in the delivery of community behavioral health services while providing a consumer-driven, community-based setting that offers a casual and friendly environment for community members to access behavioral health services, peer to peer support and peer- and volunteer-facilitated wellness activities, ancillary services, and family resource center activities. In addition to providing ADA-compliant space for Plumas County Behavioral Health providers to see clients, providing case management services, as well as individual and group therapy, the centers offer a range of consumer-focused and recovery-based services such as nutrition education, life skills development, smoking cessation, consumer-run activities (i.e. art, yoga, gardening and walking groups), behavioral health peer to peer advocacy and support, and alternative therapies.

PCIRC services provided through this model may include but are not limited to: 24-Hour Plumas-Sierra Crisis Line services; Mac Homeless & Housing Program; Emergency Food & Shelter Program services; Ohana House Emergency & Transitional Shelter for Youth; Salvation Army; Plumas-Sierra SAFE (Sexual Assault-Freedom in Education) Program; Plumas-Sierra Sexual Assault Response Team (SART); crisis intervention and peer counseling services; Plumas CASA (Court Appointed Special Advocate) Program; Adult Education Pathways Program; 24/7

Dad National Fatherhood Initiative; Homeless Day Shelters with laundry/showers (Portola & Greenville); Pathways Home (housing first model for transitioning offenders); life-skills and budgeting education; food pantry services; food bank vouchers; accessing social service programs (CalFresh, Section 8, Medi-Cal, Social Security); information and referral services; and access to community technology center services.

The Wellness and Family Resource Centers are used by additional service providers and community partners to provide ongoing direct services to their clients, including but not limited to Plumas County Public Health's Veterans' Services representatives and Plumas Rural Services' therapists. These and other community-based organizations and agencies are able to use one-on-one "flex" counseling space inside the centers, as well as available group space.

The Scope of Work for FY17-18 includes the following deliverable and its specifics:

Deliverable 1: PCIRC will collaborate with PCBH to operate established Wellness & Family Resource Center sites in Greenville and Chester.

- a. Maintain building lease agreements, equipment leases, where applicable, utilities and insurance for individual sites.
- b. Provide space for PCBH site coordination, case management services, individual and group therapy, outreach, and Behavioral Health events in Chester and Greenville.
- c. In partnership with PCBH staff (supervising site coordinator), develop policies and procedures for individual site operations in Greenville and Chester for center use and other pertinent details regarding ongoing operations.
- d. Assist in reducing stigma and discrimination concerning behavioral health issues within communities by providing training in recovery-focused customer service and cultural competency to PCIRC staff/volunteers who may work in the Chester and Greenville Wellness and Family Resource Centers.
- e. Require that all PCIRC staff working at the Chester and Greenville Wellness and Family Resource Centers receive HIPAA compliance training to ensure confidentiality to PCBH clients.

## EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated for one fiscal year (FY17-18), and future funding shall be contingent upon satisfactory completion of deliverables as described in the Scope of Work set forth in Exhibit A *and* upon the availability of State monies through MHSA funding with stakeholder approval, and shall be provided to the Contractor upon receipt of monthly invoices within the fiscal year for which it is allocated.

In a manner and form determined by Plumas County Behavioral Health, Contractor shall report on compliance to the Department on a quarterly basis and no later than July 31, 2018, that the Contractor has satisfactorily completed deliverables described in the Scope of Work set forth in Exhibit A.

No portion of a line item may be transferred to another line item by the Contractor without prior written approval of Plumas County Behavioral Health.

### **Year 1 (July 1, 2017 – June 30, 2018)**

#### *Budget Narrative – Year 1*

Plumas Crisis Intervention & Resource Center (PCIRC) will provide ongoing clinical, program, and staff space to Plumas County Behavioral Health through two Wellness & Family Resource Center sites in Greenville and Chester, as well as paying for rent, insurance and utilities from July 1, 2017 through October 31, 2017 for the Portola Wellness Center's clinical space. The following budget narrative outlines the costs associated with this program delivery for FY17-18. PCIRC is the leaseholder and holds responsibility for rental payment through October 31, 2017, for the Portola clinical space at 280 East Sierra Avenue. After this date, PCBH will rent the clinical space and assume responsibility for payment to the property owner under separate contract.

	Estimated Amount
<b>Program Operations</b>	
1. Facility Costs – Rent/Utilities – Greenville Rent - \$1,100 x 12 months = \$13,200; Utilities & Communications - \$800 x 12 months = \$9,600. Total Cost = \$22,800.  BH at 80% = \$18,240	\$18,240
2. Facility Costs – Rent/Utilities – Chester Rent - \$2,000 x 12 months = \$24,000; Utilities & Communications - \$800 x 12 months = \$9,600. Total Cost = \$33,600.  BH at 80% = \$26,880	\$26,880
3. Facility Costs – Rent/Utilities – Portola Clinic Space Rent - \$1,500 x 4 months = \$6,000; Utilities - \$850 x 4 months = \$3,400. Total Cost = \$9,200. BH at 100% = \$9,200	\$9,200
Insurance Coverage Portola, Greenville, Chester – Portola - \$1,211; BH at 25% = \$303	

Greenville - \$1,273; BH at 80% = \$1,018 Chester - \$1,295; BH at 80% = \$1,036	\$2,357
Leased Equipment – Mitel Telephone System - \$1,054 per month x 12 months = \$12,648. BH at 100% = \$12,648. Xerox Copier Chester - \$269 month X 12 months = \$3,228 BH at 50% = \$1,614	\$14,262
Operations Subtotal	<b>\$70,939</b>
<u>Infrastructure</u>	
24/7 Crisis Line Answering Service	\$1,000
Infrastructure Subtotal	<b>\$1,000</b>
Subtotal	<b>\$71,939</b>
Administrative Costs @ 10%	\$7,194
<b>Total Year 1</b>	<b>\$79,133</b>

### **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the monthly invoice(s), the County of Plumas agrees to compensate the Contractor for the amounts delineated in this fee schedule within thirty (30) days of receipt.
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice for *actual* expenses, including but not limited to lease and utility payments, and other items invoiced to Contractor.
  - b) Bear the Contractor's name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice.
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under 21. Notice Addresses.

30



## DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)

**DATE:** November 6, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF NOVEMBER 17, 2016.

**RE: APPROVE RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE PROBATION ASSOCIATION AND THE MID-MANAGEMENT ASSOCIATION**

---

### IT IS RECOMMENDED THAT THE BOARD:

Approve resolution to amend the Memorandum of Understanding (MOU) for the Probation Association and the Mid-Management Probation Association for the period of January 1, 2014 through June 30, 2018.

### BACKGROUND AND DISCUSSION:

The Probation Unit included a reopen into their MOU regarding health insurance premiums. The bargaining group brought a proposal requesting an increase to medical contributions for the Probation to equal contributions made by the County for the Sheriff's Unit. The difference in contribution rates between Probation and the Sheriff's Department for an employee + 1 is \$34.00 and for a family it is \$43.50.

The County of Plumas and the Plumas County Probation Association conducted the reopen labor negotiation described in Article 4.01 of their Memorandum of Understanding ("MOU") for the term of January 1, 2014 to June 30, 2018.

As a result of this negotiation, the Parties agree to amend the MOU as follows:

#### 4.01 HEALTH INSURANCE

##### Active Employee Health Plan

Employees are eligible to receive medical insurance through the CalPERS PORAC plan.

Effective December 1, 2017, the County shall contribute the flat dollar amount each month towards the PORAC medical insurance, vision, dental and life benefit as follows:

Employee:	\$569.88
Employee +1:	\$1,171.80
Family:	\$1,511.12

The revised language described above will replace Article 4.01 of the MOU for the term of January 1, 2014 to June 30, 2018. The side letter constitutes the Parties' entire agreement and exhausts the Parties' obligation to reopen negotiations in August 2017 as provided in the MOU.

Thank you for your consideration with this matter.

**RESOLUTION NO. 2017- \_\_\_\_\_**

**RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDINGS  
BETWEEN THE COUNTY OF PLUMAS AND THE PROBATION  
ASSOCIATION AND THE MID-MANAGEMENT PROBATION ASSOCIATION**

**WHEREAS**, the negotiation team for the Board of Supervisors and the negotiation team for Probation Association and the Mid-Management Probation Association and have conducted the reopen labor negotiation described in Article 4.01 of their Memorandum of Understanding (MOU) for of January 1, 2014 through June 30, 2018.

**WHEREAS**, the Board of Supervisors has reviewed and concurs with the revised terms and conditions of the Side Letter to the Memorandum of Understandings for the Probation Association and the Mid-Management Probation Association.

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

1. Board of Supervisors accepts the Side Letter to the Memorandum of Understandings for the Probation Association and Mid-Management Probation Association as set forth and attached to this Resolution as Exhibit A and Exhibit B.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understandings and the Board Chair is authorized to execute the Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of November, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ATTEST:**

Chair, Board of Supervisors

---

Clerk of the Board

# Exhibit A

## Side Letter to the Memorandum of Understanding

### Between the County of Plumas and The Plumas County Probation Association

For the Term of January 1, 2014 to June 30, 2018

The County of Plumas ("County") and the Plumas County Probation Association ("Association") conducted the reopen labor negotiation described in Article 4.01 of their Memorandum of Understanding ("MOU") for the term of January 1, 2014 to June 30, 2018. As a result of this negotiation, the Parties agree to amend the MOU as follows:

#### 4.01 HEALTH INSURANCE

##### Active Employee Health Plan

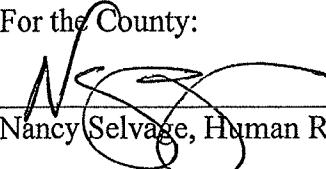
Employees are eligible to receive medical insurance through the CalPERS PORAC plan.

(a) Effective December 1, 2017, the County shall contribute the flat dollar amount each month towards the PORAC medical insurance, vision, dental and life benefit as follows:

1. Employee	\$569.88
2. Employee +1	\$1,171.80
3. Family	\$1,511.12

The revised language described above will replace Article 4.01 of the MOU for the term of January 1, 2014 to June 30, 2018. This side letter constitutes the Parties' entire agreement and exhausts the Parties' obligation to reopen negotiations in August 2017 as provided in the MOU.

For the County:

  
Nancy Selvage, Human Resources Director

11/06/17  
Date

For the Association:

  
Scott Quade, President

11.6.17  
Date

# Exhibit B

Side Letter to the Memorandum of Understanding  
Between the County of Plumas and  
The Plumas County Mid-Management Probation Association  
For the Term of January 1, 2014 to June 30, 2018

The County of Plumas (“County”) and the Plumas County Probation Association (“Association”) conducted the reopen labor negotiation described in Article 4.01 of their Memorandum of Understanding (“MOU”) for the term of January 1, 2014 to June 30, 2018. As a result of this negotiation, the Parties agree to amend the MOU as follows:

4.01 HEALTH INSURANCE

Active Employee Health Plan

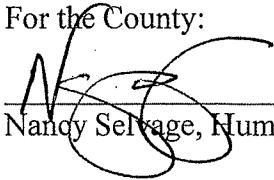
Employees are eligible to receive medical insurance through the CalPERS PORAC plan.

(a) Effective December 1, 2017, the County shall contribute the flat dollar amount each month towards the PORAC medical insurance, vision, dental and life benefit as follows:

1. Employee	\$569.88
2. Employee +1	\$1,171.80
3. Family	\$1,511.12

The revised language described above will replace Article 4.01 of the MOU for the term of January 1, 2014 to June 30, 2018. This side letter constitutes the Parties’ entire agreement and exhausts the Parties’ obligation to reopen negotiations in August 2017 as provided in the MOU.

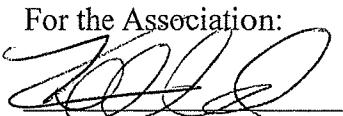
For the County:

  
Nancy Selvage, Human Resources Director

11-06-17

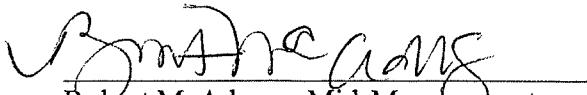
Date

For the Association:

  
Keevin Allred, Mid-Management

11-6-17

Date

  
Robert McAdams, Mid-Management

11-6-17

Date



# Office of the Sheriff

## Office of Emergency Services

3E

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

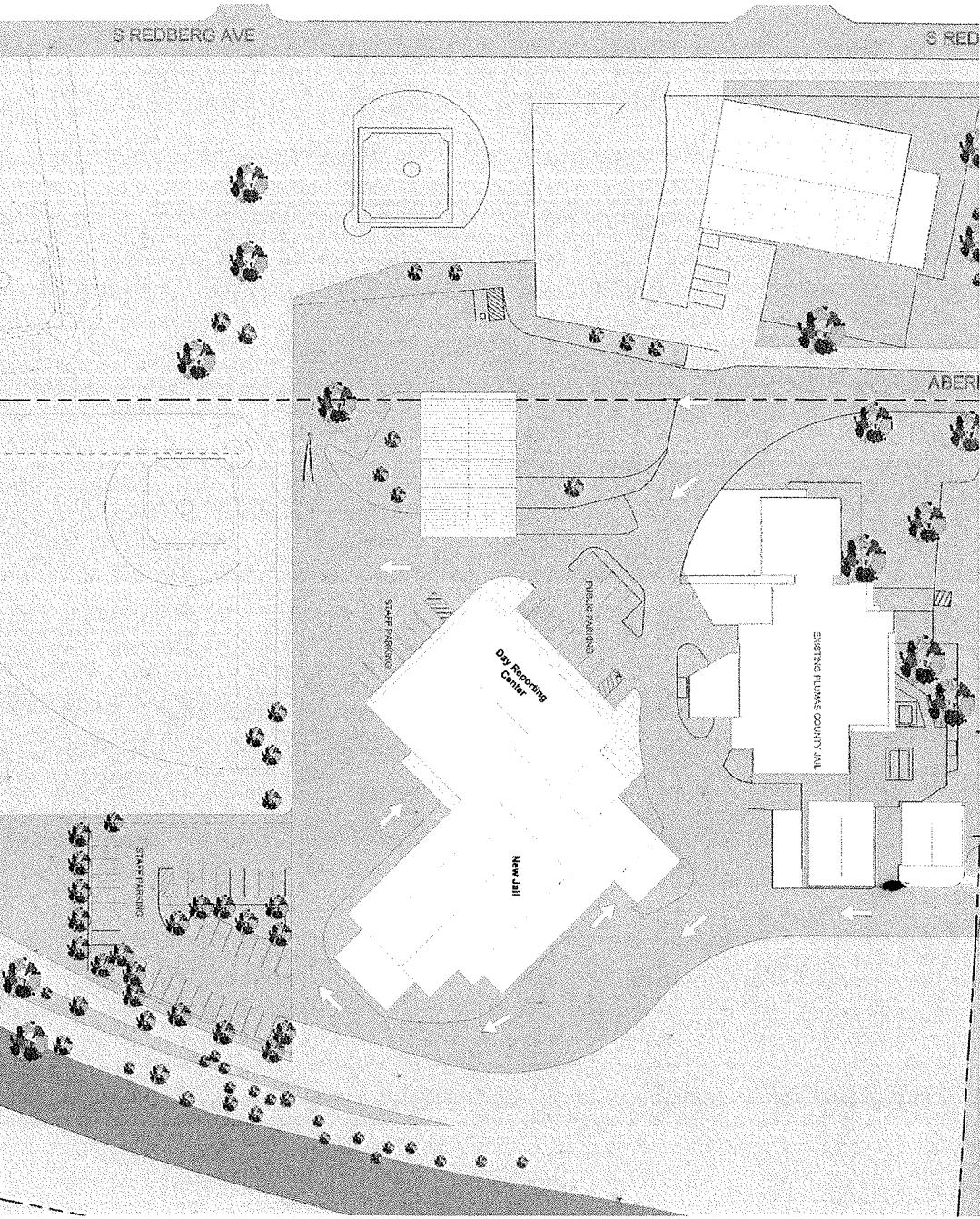
## Memorandum

**DATE:** November 8, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Item for the meeting of November 14, 2017

**RECOMMENDATION:**

Review and discuss the Jail Project and review site plan.

UPDATED SITE OPTION  
PLUMAS COUNTY JAIL



4A

Memorandum of Agreement

The parties recognize the urgency in terms of delivery of services and public safety of having a functioning Drug Court in Plumas County and therefore agree to reconvene the Plumas County Drug Court under the terms existing as of December 2014 with the following interim changes/adjustments and commit to an ongoing process to develop Policies and Procedures to insure the integrity of the Plumas County Drug Court:

- 1 The day to day functioning of the Drug Court except as provided herein shall be conducted by an Operating Committee of the Drug Court Treatment Team consisting of the designated representatives of the Probation Department, Behavioral Health Department, the Court and the District Attorney operating by consensus using their best professional judgment, subject to the authority of the Court.
- 2 Admission of participants to Drug Court shall include suitability assessment by Behavioral Health and Probation and individuals may be rejected by the District Attorney without stated reason as the District Attorney has access to information such as pending investigations that cannot be revealed.
- 3 The Board of Supervisors directs and the parties agree that Probation shall establish a system of monitoring participant compliance with terms of their participation that provides immediate notice to all Operating Committee members of any evidence of non-compliance and all drug testing results or missed tests . Further pursuant to 42 CFR 2.32 et seq and the Consent for Release of Information, Behavioral Health will disclose to Operating Team members all relevant information on Drug Court participants regarding therapeutic programming
- 4 All Treatment Team members will be notified of any potential change or addition of policy by the Operating Committee and on request of any member of the Treatment Team the Treatment Team will be convened to consider such policy changes.
- 5 The parties recognize that Drug Court is a Court program that is subject to the authority of the Court in its operation..

---

Superior Court

---

District Attorney

---

Behavioral Health

---

Probation

---

Chair, Board of Supervisors



4B  
*Flex your power!  
 Be energy efficient!*

## DEPARTMENT OF TRANSPORTATION

### DISTRICT 2

Right of Way Engineering  
 1031 Butte Street, MS 36  
 Redding, CA 96001  
 PHONE (530) 225-3057  
 FAX (530) 225-3021

Date: October 12, 2017

**SENT VIA: CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Kevin Goss  
 District 2 County Supervisor  
**Plumas County Board of Supervisors**  
 520 Main St., Room 309  
 Quincy, CA 95971

Vacation 10792  
 Plumas 89, PM 20.3

Enclosed is one map showing a portion of State Highway right of way no longer needed over which the State has only an easement for public road purposes and which we plan to vacate.

Section 8330.5 of the Streets and Highway Code provides that the California Transportation Commission shall offer to relinquish this right of way to the local agency pursuant to Section 73 of the Streets and Highway Code. If your agency does not want the State highway right of way the Commission may proceed with a vacation of the right of way.

Section 8313 of the Streets and Highway Code provides that the Commission shall consider any general or master plan adopted by the local agency prior to vacating the State highway right of way.

Section 892 of the Streets and Highway Code provides that the State highway right of way shall not be vacated until the local agency having jurisdiction over the areas concerned has been consulted to determine whether the rights of way or parts thereof could be developed as non-motorized transportation facilities. If an affirmative determination is made by your agency, these portions of right of way will be made available to you for such development in accordance with the terms and procedures of Sections 104.15 and 887.6 of the Street and Highway Codes and Section 14012 of the Government Code.

Please notify this office whether or not your agency wants to acquire all or a portion of this right of way for highway purposes or non-motorized transportation facilities. Also, please notify this office whether or not this vacation of the right of way would be incompatible with any general or master plan of your agency.

This letter provides you with notice of our present intention to submit this vacation to the Commission at a regular meeting following a period of 90 days from the date you receive this notice.

Sincerely,

Bryan Selving, LS  
 Chief, Right of Way Engineering Branch  
 Right of Way Engineering



4c

**ORDINANCE NO. 2017-\_\_\_\_\_**  
**AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5**  
**OF TITLE 2 OF PLUMAS COUNTY CODE**  
**(SALARIES: ELECTED OFFICIALS)**

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

**SECTION 1.** Section 2-5.201 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.201 Assessor**

The annual salary of the Assessor shall be Eighty Two Thousand Two Hundred Seventy-three and 82/100 Dollars (\$82,273.82) effective December 14, 2017.

**SECTION 2.** Section 2-5.202 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.202 Auditor-Controller**

The annual salary of the Auditor-Controller shall be Eighty Four Thousand Nine Hundred Thirty-six and 18/100 Dollars (\$84,936.18) effective December 14, 2017.

**SECTION 3.** Section 2-5.203 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.203 County Clerk-Recorder**

The annual salary of the County Clerk-Recorder shall be Eighty Two Thousand Two Hundred Seventy-three and 82/100 Dollars (\$82,273.82) effective December 14, 2017. In addition, the County Clerk-Recorder shall be paid an annual stipend of Eight Thousand Three Hundred Eighty-three and 24/100 Dollars (\$8,383.24) effective December 14, 2017.

**SECTION 4.** Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.204 District Attorney-Public Administrator**

The annual salary of the District Attorney-Public Administrator shall be One Hundred Five Thousand Three Hundred Five and 16/100 Dollars (\$105,305.16) effective December 14, 2017.

**SECTION 5.** Section 2-5.205 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is repealed in its entirety.

**SECTION 6.** Section 2-5.206 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.206 Sheriff-Coroner**

The annual salary of the Sheriff-Coroner shall be One Hundred Four Thousand Seven Hundred Thirty-one and 83/100 Dollars (\$104,731.83) effective December 14, 2017.

**SECTION 7.** Section 2-5.207 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.207 Treasurer-Tax Collector**

The annual salary of the Treasurer-Tax Collector shall be Eighty Two Thousand Two Hundred Seventy-three and 82/100 Dollars (\$82,273.82) effective December 14, 2017. In addition, the Treasurer-Tax Collector shall be paid an annual stipend of Ten Thousand One Hundred Forty-one and 69/100 Dollars (\$10,141.69) effective December 14, 2017.

**SECTION 8.** Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.208 Benefits for Elected Officials**

The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution.

**SECTION 9. Section 2-5.210 Operative date: Effective date: 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 15 days of final adoption. Sections 1 through 9 of this Ordinance shall be codified; the remainder shall be un-codified.

Introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lori Simpson, Chair of the Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk of the Board

Updated

# Economic Development

## Strategy for Plumas County



4F

# A Very Brief History

A small committee was formed in late 2016 to discuss developing an economic development plan for Plumas County. It was discovered that a comprehensive and workable plan was created in 2002-2003.

Unfortunately, the County lacked the resources to implement the strategies outlined in that plan.

The committee wants to re-affirm the 2002-2003 plan as being in line with the existing Plumas County General Plan. It also wants to focus on four strategies to stimulate economic growth.

**According to the**

**2002 – 2003**

**Plumas County Economic  
Development Strategy:**

*“Economic Vitality is the process by which the community and business creates and retains jobs and reinvests wealth through its economy, community and natural resources”*

**The 2016 – 2017 Economic Development  
Committee proposes a more specific  
Mission Statement:**

*“We want individuals and/or businesses that can offer growth, higher wages and potential jobs to relocate to Plumas County. The increased number of these relocations are expected to create direct increases in jobs with better than average wages, creating greater spendable income to support the local community.”*

# **The planning has been done, now it's time to focus...**

There is no need to start from scratch in developing an economic strategy, that already exists. There are clear plans of action in that strategy which should help guide the County as opportunities arise.

In the meantime, and considering the lack of resources, there are five aspects that have been identified for immediate action.

# Areas of Focus

- Special Events/Lead Generation
- Create a contact point for potential customers
- Improved Customer Service
- Create a concierge process for potential customers
- Actively follow the recommendations outlined in the 2002-2003 Economic Development Strategy as finances allow

# **Special Events/Lead Generation**

## **Purpose:**

Temporarily increase the population of the County to create greater economic activity and to expose more people to the possibility of relocating their business or family to Plumas County.

# Special Events/Lead Generation

## Action Plan

- Meet with Chambers of Commerce
  - Create a capability inventory for each area
  - Familiarize them with the existing economic development strategy and the new areas of focus
  - Train and encourage their membership to look for special event opportunities
  - Solicit their support in efforts to educate the citizens of the County in support of economic development
- Create a fact/sales sheet
  - A support piece that can be given out at special events expressing why Plumas County is a good choice for relocation
  - Can be inserted into existing “Explore Plumas County” brochures

- Develop public support campaign
  - Press release in local media
  - Presentations to civic organizations
  - Create action card and advertisements explaining how citizens can promote and represent their county
- Create a booth and display for use at events
  - Portable display highlighting why Plumas County is a good choice for relocation
  - For use at events here and surrounding areas that offer opportunity

# Create a Contact Point

## Purpose:

By having a single contact point, we eliminate confusion for potential customers, offer immediate and personal attention to inquiries, and are better able to assess which resources or what contacts are appropriate to follow up with.

# **Create a Contact Point**

## **Action Plan**

Use an existing telephone line at the fairgrounds that will be listed on all promotional material. It initially will be answered by Fair Staff. This is our first impression to sell Plumas County. Each call will be assessed and then followed up by the appropriate resources.

# Improve Customer Service

## Purpose:

It is critical that anyone considering relocating to Plumas County feel as if they are wanted. In many cases, County Employees are on the front line of first impressions. Additionally, when it comes to business relocation, potential customers need to feel as if we are here to help them succeed.

# Improve Customer Service

## Action Plan

- The entire County Staff will strive for a reputation of exceptional customer service.
  - The purpose and strategy will be clearly shared with every employee of the County
  - Smaller groups will be trained in techniques that will create an impression of support and welcome in a presentation developed in house
  - Every employee should be considered a sales person for Plumas County

# Concierge Service

Purpose:

To offer the kind of personal attention not usually found in government.

# Concierge Service Action Plan

- Potential customers will be provided personal support in navigating a relocation to Plumas County
  - A County employee, or trained volunteer, will be assigned to a potential customer to help them with necessary permits, making business contacts, and any other details that will help make that relocation happen
  - Make workable connection with the real estate industry to stay abreast of available properties

- Develop strong relationship with appropriate resources that are valuable to potential customers.
  - Employment and training resources
  - Financial contacts
  - Professional services
  - Civic connections
  - Governor's Office of Economic Development

# **Refer to existing plan**

- Continually refer to and consult the existing economic development plan when making decisions regarding economic development.

6

BECKWOURTH COMMUNITY SERVICES AREA  
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 Main Street • Quincy, CA 95971 • (530) 283-6209 • Fax (530) 283-6134  
*Robert A. Perreault, Jr., P.E.* *County Engineer and Manager, BCSA*

**AGENDA REQUEST**

For the November 14, 2017 meeting of the Plumas County Board of Supervisors

November 6, 2017

To: Honorable Governing Board, Beckwourth Community Service Area (BCSA)

From: Robert Perreault, Manager, Beckwourth CSA

Subject: Adoption of Engineer's Report and Resolution that establishes a New Sewer Fee for Beckwourth Community Services Area (BCSA) and Proposition 218 Notice.

Discussion and possible action.

**Background:**

As reported to the BCSA Governing Board at the September 15, 2017 meeting, the BCSA has been in the process of finalizing Median Household Income (MHI) Study and Wastewater Rate (WR) Study, both being prepared by RCAC, Engineer's Report, and documents associated with the Proposition 218 process to propose an increase the BCSA Sewer Fees.

The MHI study is complete and shows the Beckwourth CSA to have a median household income of \$30,000, which qualifies as "Severely Disadvantaged." This MHI was used by RCAC to finalize the BCSA WR Study with recommendation for raising sewer rates.

With the completed WR Study, the Engineer's Report has been completed and included for adoption. The Engineer's Report and the WR Study recommend raising the monthly sewer rate for single family residence to \$44.50 per month. Also submitted for consideration by the Governing Board is the Resolution establishing procedures under Proposition 218, proposing a sewer rate increase and issuing a Proposition 218 Public Notice to residents.

**Recommendation:**

The Manager of the BCSA respectfully requests the Governing Board accept the Engineer's Report, including the MHI Study and the WR Study, and approve a Resolution to initiate proceedings necessary to conform to State Law requirements of Proposition 218.

Attachments: Engineer's Report including Median Household Income and Rate Study  
Proposition 218 Resolution  
Proposition 218 Notice

**BECKWOURTH COUNTY SERVICE AREA**  
**COUNTY OF PLUMAS, CALIFORNIA**

**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*



**Engineer's Report**  
**November 2017**

**SEWER FEE ASSESSMENT FOR  
THE BECKWOURTH CSA**

**Prepared Under the Provisions of the  
California Government Code §54984**

**Prepared by**  
**Robert A. Perreault, Jr., P.E.**  
California Civil Engineering License No. 67767  
**for the**  
**Beckwourth CSA Governing Board**

## Table of Contents

### Part 1 – Introduction

1.1	History of Regulatory Actions	1
1.2	Description of Existing Infrastructure	1
1.3	Summary of Costs to Provide Sewer Services	2
1.4	History of Tax Laws Effecting Funding	3

### Part 2 – Assessment

2.1	Revenue and Expenditures	4-6
2.2	Very Preliminary Non-Continuing operating Costs	6-7
2.3	Proposed Fee Assessment	7
2.4	Billing Procedure	7

### Part 3 – Summary

3.1	Summary of Procedures	8
-----	-----------------------	---

## APPENDIX

- A. Beckwourth County Services Area
- B. California Regional Water Quality Control Board Order No. 72-7
- C. Plumas County Resolution No. 82-3568
- D. Plumas County Resolution No. 83-3666
- E. California Regional Water Quality Control Board Order No. 96-135
- F. California Regional Water Quality Control Board Monitoring Program 96-135
- G. Plumas County of Supervisor Minutes, March 15, 2016, Item 3B
- H. Plumas County of Supervisor Minutes, September 5, 2017, Item 3 & 4A
- I. BCSA Median Household Income Study Final Report – October 2017 by RCAC
- J. Waste Water Rate Study prepared for the BCSA by RCAC
- K. Pump Station Preliminary Cost Estimate by NCE dated August 22, 2017

## **PART 1 – INTRODUCTION**

### **1.1 History of Regulatory Actions**

The Beckwourth County Service Area (BCSA) was formed on December 29, 1967, by Plumas County Resolution No. 1790, adopted by the Plumas County Board of Supervisors. At that time, the Beckwourth community was served by deteriorating individual septic systems and leaching fields, wherein effluent surfaced in some areas and was running down ditches. In addition, contamination from the leach fields had been observed in a few wells.

The principal act that governs the CSA is the County Services law. The principal act authorizes county service areas to provide a wide variety of municipal services, including street maintenance, fire protection, extended police protection, water and sewer services. A CSA may only provide those services authorized in its formation resolution unless the Board of Supervisors applies to and receives authorization from LAFCo for activation of a latent power.

The BCSA was given the power by LAFCo to establish a sanitary sewer collection system, treatment plant and domestic water supply system. To date, however, the BCSA has not initiated water services since all potential customers in the area are currently on private wells.

Plumas County submitted a Report of Waste Discharge on February 18, 1971, to the Regional Water Quality Control Board. On July 29, 1971, Plumas County received an official copy of Waste Discharge Requirements for the BCSA adopted by Order No. 72-7. Subsequent Waste Discharge Requirements for the BCSA were adopted by Order No. 85-336 on December 6, 1985, and Order No. 96-135 on May 3, 1996.

### **1.2 Description of Existing Infrastructure**

The BCSA provides sewer service to properties within its Sphere of Influence that includes approximately 100 people, including 52 residential connections and 7 commercial connections. The commercial connections include one restaurant (currently closed), a trailer park, a public works maintenance yard, a Division of Water Resources office, a Caltrans yard and office, a construction yard, a propane tank business, a small private school, and some private business offices. There are six industrial connections located within the service area, including the U.S. Forest Service (USFS) Fire Center, and Care Flight crew quarters.

The sewer system includes four (4) oxidation ponds that were built in 1973 and 1974 and consist of photosynthetic treatment and oxidation and evaporation in two ponds. The BCSA operates primarily out of two ponds and uses the other two ponds as backup. Each pond has the capacity to hold 1 acre-foot of effluent.

The BCSA operates and maintains 2.3 miles of pipeline ranging in size from 4 inches to 8 inches with one lift station. The BCSA also operates and maintains a gravity sewer system of 11,000 linear feet of six inch (6") and 400 linear feet of eight inch (8") asbestos cement pipe with appurtenances, one lift station pumping into 2,650 linear feet of six inch (6") pressurized asbestos cement pipe all dating from 1969. In 1980, additional gravity sewer of 1,800 linear feet of six inch (6") asbestos cement pipe was added to the eastern part of Beckwourth. In 1999, 3,150 linear feet of three inch (3") and 2,300 linear feet of two inch (2") pressurized PVC pipe was added from the "Industrial Way" area of Beckwourth. In 2012, 6,000 linear feet of four inch (4") PVC pipe was constructed from the Nervino Airport area of Beckwourth. In 2016, 500 linear feet of one and one half inch (1.5") polyethylene pipe was constructed from Care Flight base on Nervino Airport to the pressure main along North Industrial Way. A summary of the pipeline found in the system is shown in Table 1.

The BCSA also has 3,000 feet of 2-inch PVC plastic pressure main outside of the service area boundary known as the "Industrial Way" main. This main is approximately 10 years of age and is not formally accepted by BCSA. The condition of this main is unknown.

**Table 1**  
**PIPELINE SUMMARY**

Size / Type Pipe	Linear Feet	Date Installed
6" Asbestos Cement Pipe	11,000	1969
8" Asbestos Cement Pipe	400	1969
6" Pressurized Asbestos Cement Pipe	2,650	1969
6" Asbestos Cement Pipe	1,800	1980
3" Pressurized PVC Pipe	3,150	1999
2" Pressurized PVC Pipe	2,300	1999
4" PVC Pipe	6,000	2012*
1.5" Polyethylene Pipe	500	2016

\*Constructed by the U.S. Forest Service; not yet accepted by the CSA

### 1.3 Summary of Costs to Provide Sewer Services

The District is managed by the County Engineering Department. The County Engineer acts as the District's general manager. The day-to-day operations of the District are managed by three part time Engineering Department employees and one part time operator employee. Sewer services typically are not services generally provided by County jurisdictions. Sewer services are only provided to properties within Beckwourth CSA or its sphere of influence and therefor provide added benefit only to those properties served by the CSA. See Appendix A for Sphere of Influence map.

The cost to provide sewer services includes not only the day-to-day operation costs such as electricity, wages, repairs and maintenance, but also administrative overhead costs, regulatory compliance, debt services, fee studies, and repayment of loans. The sewer fees also need to take into account the capital repair and replacement of both gravity and force sewer mains, including lift stations equipment and pumps.

## **1.4 History of Tax Laws Effecting Funding**

### **Proposition 13:**

Proposition 13 was passed by nearly two-thirds of California's voters, reducing property taxes by about 57%. Property tax value was rolled back and frozen at the 1976 assessed value level, with property tax increase limited to 2% increase per year unless sold. Proposition 13 also capped , with limited exceptions, ad valorem property tax rates at one percent of full cash value at time of acquisition. To increase state revenue, approval of two-thirds vote of each house of the legislature. Local "Special" taxes require approval of two-thirds of the voters.

### **Proposition 218:**

Proposition 218 was passed in 1996, the "Right to Vote on Taxes Act". It limits the methods by which local governments can create or increase taxes, fees and charges without taxpayer consent. It require voter approval of almost all local taxes, including assessments, and certain user fees. Requires notification of affected property owners, a formal protest hearing, and in most cases a vote by property owners.

### **Proposition 218 Compliance:**

Proposition 218 and California Constitution Provisions Article XIII D section 6 requires the agency shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition, the amount of the fee or charge proposed to be imposed upon each, the basis upon which the amount of the proposed fee or charge was calculated, the reason for the fee or charge, together with the date, time, and location of the public hearing on the on the proposed fee or charge. The agency shall conduct a public hearing upon the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition. At the public hearing, the agency must hear and consider all public comments regarding the fees, but only written protests submitted prior to the close of the public hearing shall be considered when determining whether a majority protest against the imposition of the fees exists. Upon the conclusion of the public hearing, if written protests against fee increase are not presented by a majority of property owners, the legislative body may proceed with imposing the fee increase. Only one written protest per parcel is allowed, filed by an owner or a tenant of the parcel. No vote by property owners is required for sewer service fee increases.

## PART 2 - ASSESSMENT

### 2.1 Revenue and Expenditures

Revenue and expenses for the last ten fiscal years are included in table 2 below:

Table 2  
BECKWOURTH CSA REVENUES AND EXPENDITURES

Revenue/ Expenses	FY 6-7	FY 7-8	FY 8-9	FY 9-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	10 Year Average	5 Year Average
<b>Revenue</b>												
Tax Revenue	\$7,318	\$8,231	\$9,523	\$8,788	\$8,060	\$7,638	\$8,154	\$7,555	\$6,828	\$8,214	\$8,031	\$7,678
Use of Money	\$4,086	\$4,082	\$2,261	\$916	\$398	\$219	\$132	\$40	\$20	\$3	\$1,216	\$83
State and Federal Aid	\$76	\$76	\$80	\$76	\$80	\$77	\$74	\$75	\$66	\$63	\$74	\$71
Charges for Services	\$5,578	\$5,020	\$5,047	\$5,317	\$3,552	\$4,592	\$3,672	\$4,808	\$5,676	\$4,373	\$4,763	\$4,624
Connection Fees	\$0	\$0	\$0	\$117	\$7,400	\$423	\$714	\$0	\$0	\$0	\$865	\$227
Loan from General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$1,500	\$3,000
<b>Total Income</b>	<b>\$17,058</b>	<b>\$17,408</b>	<b>\$16,912</b>	<b>\$15,213</b>	<b>\$19,490</b>	<b>\$12,949</b>	<b>\$12,747</b>	<b>\$12,477</b>	<b>\$12,590</b>	<b>\$27,653</b>	<b>\$14,950</b>	<b>\$12,683</b>
<b>Expenses</b>												
Salaries and Benefits	\$9,496	\$9,013	\$20,210	\$15,203	\$16,057	\$16,027	\$16,038	\$16,053	\$15,828	\$16,004	\$14,993	\$15,990
Services and Supplies	\$9,215	\$6,430	\$6,596	\$11,087	\$11,732	\$11,407	\$11,670	\$14,168	\$7,560	\$3,600	\$9,346	\$9,681
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,149	\$0	\$315	\$630
<b>Total Expenses</b>	<b>\$18,710</b>	<b>\$15,443</b>	<b>\$26,806</b>	<b>\$26,290</b>	<b>\$27,789</b>	<b>\$27,434</b>	<b>\$27,708</b>	<b>\$30,221</b>	<b>\$26,537</b>	<b>\$19,604</b>	<b>\$24,654</b>	<b>\$26,301</b>
<b>Net Income</b>	<b>(\$1,652)</b>	<b>\$1,964</b>	<b>(\$9,894)</b>	<b>(\$11,076)</b>	<b>(\$8,293)</b>	<b>(\$14,484)</b>	<b>(\$14,961)</b>	<b>(\$17,744)</b>	<b>(\$13,947)</b>	<b>\$8,049</b>	<b>(\$9,705)</b>	<b>(\$13,618)</b>
Change in Other Assets		\$169	\$0	(\$485)	\$408	\$77	\$0	\$0	(\$722)	\$434		
Change in Liabilities		\$169	(\$2,128)	\$570	\$315	\$9	(\$237)	\$164	(\$18)	\$42		
Change in cash flow	\$0	\$333	(\$2,128)	\$86	\$723	\$86	(\$237)	\$164	(\$740)	\$476		
<b>Cash Balance</b>	<b>\$90,024</b>	<b>\$92,326</b>	<b>\$80,304</b>	<b>\$69,314</b>	<b>\$61,737</b>	<b>\$47,339</b>	<b>\$32,140</b>	<b>\$14,560</b>	<b>(\$127)</b>	<b>\$8,398</b>		

\* Interest Earned

## 2.1 Revenue and Expenditures Continued

The BCSA has been under financial stress for the past several years. Current sewer fees have not been updated since 1983. Costs of operating the BCSA have increased since 1983.

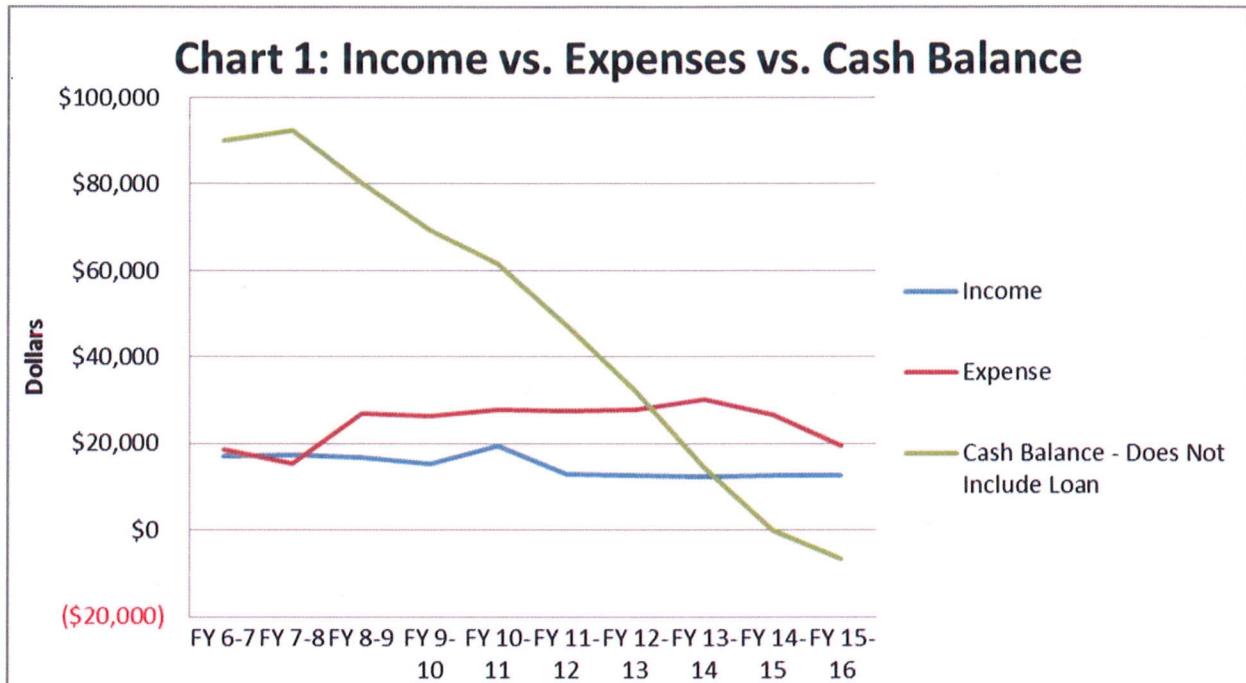
BCSA current rates for wastewater service are as follows:

- \$12.75 per quarter for private residences
- \$33 per quarter for bars, restaurants and lodge halls
- \$18 per quarter for grocery stores, gas stations and garages
- \$3 per quarter per room at a hotel or per trailer space in a trailer park
- \$33 per quarter for public agencies

Currently there are 52 residential, 8 commercial/public, 6 stores/garage, and 31 trailer park spaces billed at the rates above for quarterly fee of \$1,128, \$4,512 per year. In addition to the quarterly fee for sewer service a connection fee is also charged for new service. These fees simply are not enough to meet the increasing expenses to maintain the sewer system. See rate study, appendix J..

Over the last ten fiscal years, the annual expenses have been higher than the revenue by an average of \$9,705. More recently over the past 5 years, the yearly expenses have been greater than the revenue by an average of \$13,618. See table 2 for revenue and expenditure analysis. The trend in this table clearly shows that over the past ten years, the Beckwourth CSA's expenditures have consistently been more than the revenue and have consequently reduced the cash balance down to essentially zero in fiscal year 2015-16. Consequently, the Beckwourth CSA was forced to ask for a loan of \$15,000 from the County general fund. There were only two years out of ten where the net income was positive. Fiscal year 2007-8 was the last year before the salaries and benefits were increased the following year for a newly hired operator. The only other year a positive new income occurred was 2015-16 and this was due to the \$15,000 loan from the County. Chart 1 on the next page shows this trend of Income, Expense and Cash Balance graphically. The chart does not include the \$15,000 loan from the General Fund for simplicity in seeing the real revenue and expenditures.

## 2.1 Revenue and Expenditures Continued



On March 7, 2016, the Board of Supervisors approved a loan in the amount of \$15,000 from the general fund in order to enable the BCSA to balance its budget by the end of the fiscal year ending June 30, 2016. On September 5, 2017, the Board of Supervisors approved an additional loan in the amount of \$26,000 from the general fund. A condition of the \$15,000 loan is that repayment is required no later than June 30, 2019 and repayment of the \$26,000 loan term no more than 3 years. Revenues need to be increased to not only meet expenses, but also include the repayment of the \$41,000 in loans to the County General Fund.

## 2.2 Very Preliminary Non-Continuing operating Costs

Non-continuing operating costs include capital improvements, inflow and infiltration study, and fees associated with expansion of the CSA boundary through Plumas Local Agency Formation Commission (LAFCo).

The purpose of an inflow and infiltration study is to determine the amount of inflow, which is water entering the sewer system through inappropriate connection, and infiltration, which is groundwater entering the sewer system through defective pipe joints and broken pipes. Based on the District's peaking factor, infiltration and inflow increase significantly during rainy periods. The cost of an inflow and infiltration study is estimated at \$10,000. The inflow and infiltration study will be utilized to determine the condition of the aging sewer pipes. See table 1 on page 2.

The fee charged by LAFCo for annexation is \$5,775 initial deposit toward total project cost. The expansion of the CSA boundary is to include an industrial area east of the sewer ponds and Nervino airport north of Highway 70, both included in the current sphere of influence shown on appendix A.

The sewer ponds have been in continuous operation since 1973, with one of the four ponds being used at any given time. The main item of maintenance with the sewer ponds is regular cutting down of vegetation growth in the ponds, which is included in the yearly operating expenses.

Capital improvement costs are itemized in table 3 below.

<b>Table 3</b> <b>Very Preliminary Estimate of Capital Improvements</b>	
<b>Description</b>	<b>Estimated Cost, Repair or Replacement Cost</b>
<b>Inflow and Infiltration Study</b>	\$10,000
<b>Sewer Pump Station Replacement</b>	\$320,000
<b>Replace Repair Sewer Line Segments</b>	\$100,000

## **2.3 Proposed Fee Assessments**

The proposed fee assessment is \$44.50 per Equivalent Dwelling Unit (EDU). See Rate Study by RCAC in appendix J for details

## **2.4 Billing Procedures**

Sewer service fees are billed quarterly by sending a postcard to each of the service addresses that have a balance. This procedure is flawed in that the postcards often get lost or just thrown away as junk mail.

When the new fees are introduced, it will be more effective to bill monthly and send an invoice rather than a postcard. The revenue stream would be more consistent and any past due fees would be caught more quickly.

## **PART 3 - SUMMARY**

### **3.1    Summary of Procedures**

Upon preliminary approval of this report by the Beckwourth CSA Governing Board, the clerk will give notice of the public hearing and proposed sewer rate increase by mailing an official notice to all record owners and customers. The notice will include specific fee increase on each property rate category, time date and location of public hearing to occur no less than 45 days after mailing.

The public hearing will be the opportunity for the public to voice any concerns with the fee increase verbally and file a written protest if they choose.

By the end of the Public Hearing, the Board of Supervisors will determine if there is a written majority protest. If no majority protest, then new fees may be imposed. If there are written protests by a majority, then the new fees may not be imposed.

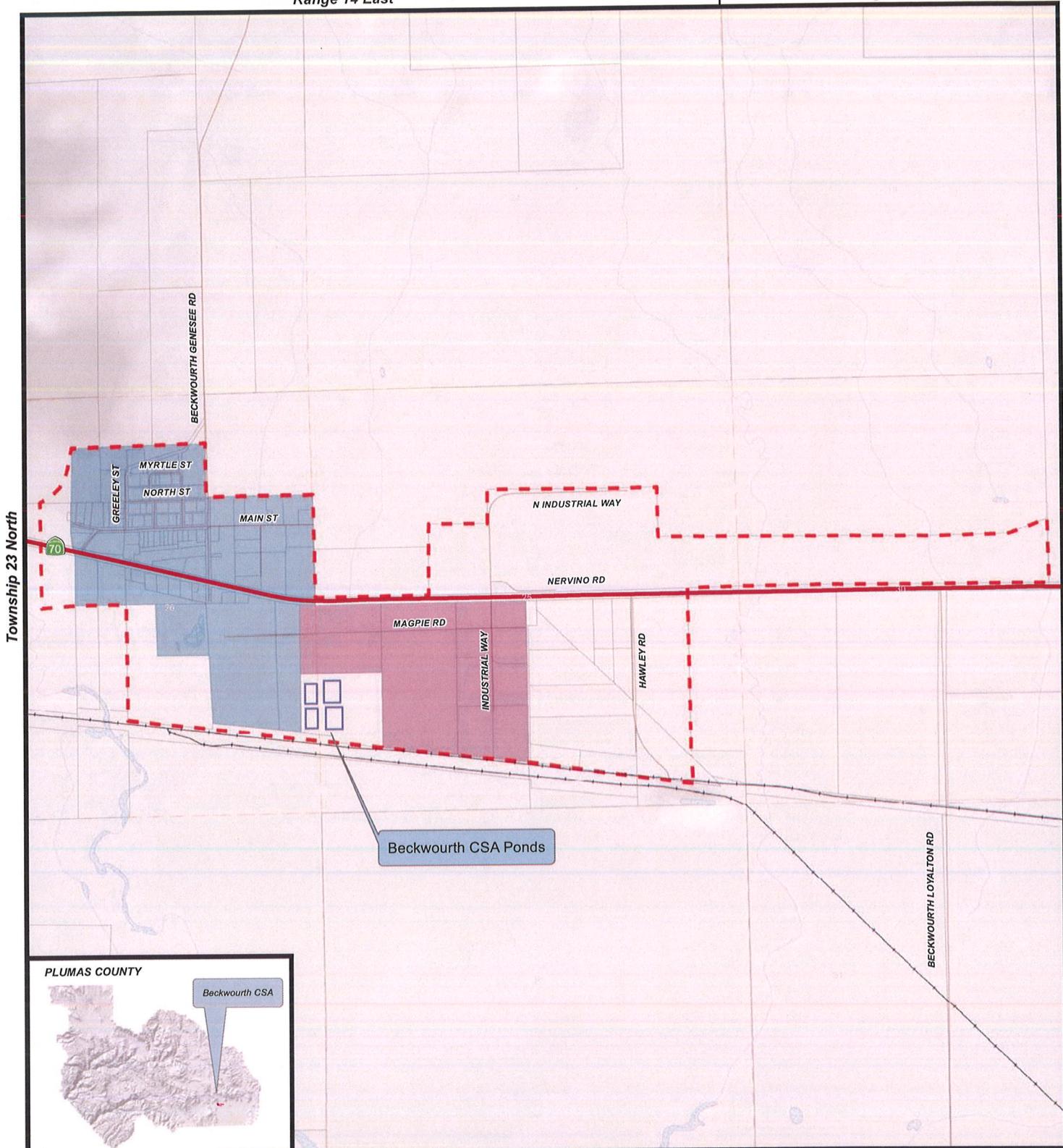
# APPENDIX A

## Beckwourth County Services Area Map

# Beckwourth County Service Area

Range 14 East

Range 15 East



## Legend

- CA State Highway
- Roads
- Stream / River
- Waterbodies

- Parcels
- Railroad Tracks
- Sectional Grid (MDB&M)

0 330 660 1,320 Feet

- Beckwourth CSA
- Area Served Outside of Beckwourth CSA District Boundary
- Beckwourth CSA Proposed Sphere of Influence



## Beckwourth CSA

Resolution: 178  
Adopted: 12/29/1967

**Beckwourth CSA (SOI)**  
Resolution: 82-08  
Adopted: 7/12/1982

Source: Plumas LAFCo Map Created 12/28/2015

# APPENDIX B

## California Regional Water Quality Control Board Order No. 72-7

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

ORDER NO. 72-7

WASTE DISCHARGE REQUIREMENTS  
FOR  
BECKWOURTH COUNTY SERVICES AREA  
PLUMAS COUNTY

The California Regional Water Quality Control Board, Central Valley Region finds:

1. The County of Plumas submitted a report of waste discharge dated 18 February 1971 for the Beckwourth County Services Area.
2. Beckwourth County Services Area proposes to discharge 18,000 gallons per day of sewage to raw sewage lagoons about 1/2 mile southeast of the community of Beckwourth.
3. Surface drainage is to the Middle Fork Feather River which has been set aside by the U. S. Congress as a Wild, Scenic, and Recreational River.
4. The Board has notified the County of Plumas and other interested agencies and persons of its intent to prescribe requirements for this waste discharge.
5. The Board, in a public meeting, heard and considered all comments pertaining to this discharge.

IT IS HEREBY ORDERED, that Beckwourth County Services Area shall comply with the following:

A. Discharge Specifications

1. The discharge shall not cause a pollution.
2. Neither the treatment nor the discharge shall cause a nuisance.
3. The mean daily flow shall not exceed 18,000 gallons per day.
4. There shall be no discharge to surface waters.

B. Provisions

1. The discharger may be required to furnish technical or monitoring reports as directed by the Executive Officer.
2. The discharger shall report promptly to the California Regional Water Quality Control Board, Central Valley Region, any material change or proposed change in the character, location, or volume of the discharge.

I, Charles T. Carnahan, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Central Valley Region on JUL 23 1971.

Original signed by  
Charles T. Carnahan  
Executive Officer

# APPENDIX C

Plumas County Resolution No. 82-3568

RESOLUTION NO. 82 - 3568

(RESCINDING Resolution No. 75-2746 and Setting Quarterly Sewer Service Fees in Beckwourth County Service Area.)

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 75-2746 dated August 13, 1975, establishing fees for Beckwourth County Service Area, is hereby rescinded; and,

BE IT FURTHER RESOLVED that the following fees, payable quarterly, shall be charged to all public, private and residential properties within the Beckwourth County Service Area:

Private Residences (excluding guest houses)	\$ 12.75	quarterly
Bars, Restaurants, Lodge Halls	\$ 33.00	quarterly
Grocery Stores, Gas Stations, Garages	\$ 18.00	quarterly
Motels and Trailer Parks	\$ 1.50	quarterly
		per sleep-
		ing room or
		Trailer space
Public Agencies such as County of Plumas, State of California, Fire District	\$ 33.00	quarterly

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the // day of May, 1982, by the following vote:

AYES: Supervisors: Papenhausen, Wellenbrock, Pricer and Coates

NOES: Supervisors: None

ABSENT: Supervisors: Ross

ATTEST:

*Bill Coates*  
Chairman, Board of Supervisors

*Glenda J. Ross*  
County Clerk and ex-officio Clerk  
of said Board of Supervisors

# APPENDIX D

Plumas County Resolution No. 83-3666

RESOLUTION NO. 83 - 3666

(RESCINDING Resolution No. 82-3568 and Setting Quarterly Sewer Service Fees in Beckwourth County Service Area.)

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

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

WHEREAS, this board has been advised that fees for motels and trailer parks should be increased from \$1.50 to \$3.00 quarterly per sleeping room or trailer space,

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 82-3568 dated May 11, 1982, establish fees for Beckwourth County Service Area, is hereby rescinded; and,

BE IT FURTHER RESOLVED that the following fees, payable quarterly, shall be charged to all public, private and residential properties within the Beckwourth County Service Area:

Private Residences (excluding guest houses)	\$ 12.75	quarterly
Bars, Restaurants, Lodge Halls	\$ 33.00	quarterly
Grocery Stores, Gas Stations, Garages	\$ 18.00	quarterly
Motels and Trailer Parks	\$ 3.00	quarterly per sleeping room or trailer space
Public Agencies such as County of Plumas, <u>State of California, Fire District</u>	\$ 33.00	quarterly

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of June, 1983, by the following vote:

AYES: Supervisors: Papenhausen, Glines, Ross, Coates and Pricer

NOES: Supervisors: None

ABSENT: Supervisors: None

ATTEST:

County Clerk and ex-officio Clerk  
of said Board of Supervisors

*B. A. Pricer*  
Chairman, Board of Supervisors

# APPENDIX E

## California Regional Water Quality Control Board Order No. 96-135

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

ORDER NO. 96-135

WASTE DISCHARGE REQUIREMENTS  
FOR  
BECKWOURTH COUNTY SERVICE AREA  
BECKWOURTH WASTEWATER PONDS  
PLUMAS COUNTY

The California Regional Water Quality Control Board, Central Valley Region, (hereafter Board) finds that:

1. Waste Discharge Requirements Order No. 85-336, adopted by the Board on 6 December 1985, prescribes requirements for a discharge of sewage from the Beckwourth County Service Area (hereafter Discharger) to 4 acres of wastewater ponds. The property (Assessor's Parcel No. 140-060-18) is currently owned by the Discharger.
2. Present waste discharge requirements established by Order No. 85-336 are neither adequate nor consistent with plans and policies of the Board.
3. The Discharger discharges approximately 20,000 gallons per day (gpd) of raw sewage from 65 residences in the community of Beckwourth to four stabilization ponds one-quarter mile south of the community.
4. The ponds are in Section 26, T23N, R14E, MDB&M, with surface water drainage to Middle Fork Feather River, as shown on Attachment A, which is attached hereto and part of this Order by reference. The site lies within Feather River Hydrologic Unit, Sierra Valley Hydrologic Subarea (HSA) No. 518.35 as depicted on interagency hydrologic maps prepared by the Department of Water Resources in August 1986.
5. The Board adopted a Water Quality Control Plan, Third Edition, for the Sacramento River Basin and the San Joaquin River Basin (hereafter Basin Plan), which contains water quality objectives for all waters of the Basins. These requirements implement the Basin Plan.
6. The beneficial uses of the Middle Fork Feather River are agricultural supply; noncontact recreation; esthetic enjoyment; ground water recharge; freshwater replenishment; hydropower generation; and preservation and enhancement of fish, wildlife, and other aquatic resources.

WASTE DISCHARGE REQUIREMENTS  
BECKWOURTH COUNTY SERVICE AREA  
BECKWOURTH WASTEWATER PONDS  
PLUMAS COUNTY

-2-

7. The Wild and Scenic Rivers Act (U.S.C. 1271-1287) of 2 October 1968 designated the Middle Fork Feather River as a component of the National System of Wild and Scenic Rivers. The ponds are in that portion designated the Recreational River Zone.
8. The beneficial use of underlying ground water is municipal, industrial, and agricultural supply.
9. The action to adopt waste discharge requirements for this existing facility is exempt from the provisions of the California Environmental Quality Act (CEQA), in accordance with Title 14, California Code of Regulations (CCR), Section 15301.
10. This discharge is exempt from the requirements of Title 23, CCR, Section 2510, et seq., (hereafter Chapter 15). The exemption, pursuant to Section 2511(b), is based on the following:
  - a. The Board is issuing waste discharge requirements, and
  - b. The discharge complies with the Basin Plan, and
  - c. The wastewater does not need to be managed according to 22 CCR, Division 4.5, Chapter 11, as a hazardous waste.
11. The Board has notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for this discharge and has provided them with an opportunity for a public hearing and an opportunity to submit their written views and recommendations.
12. The Board, in a public meeting, heard and considered all comments pertaining to the discharge.

IT IS HEREBY ORDERED that Order No. 85-336 is rescinded, and the Beckwourth County Service Area, its agents, successors, and assigns, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, shall comply with the following:

**A. Discharge Prohibitions**

1. Discharge of wastes to surface waters or surface water drainage courses is prohibited.

WASTE DISCHARGE REQUIREMENTS  
BECKWOURTH COUNTY SERVICE AREA  
BECKWOURTH WASTEWATER PONDS  
PLUMAS COUNTY

-3-

2. By-pass or overflow of untreated or partially treated waste is prohibited.
3. Discharge of waste classified as 'hazardous' or 'designated,' as defined in Sections 2521(a) and 2522(a) of Chapter 15, is prohibited.

**B. Discharge Specifications**

1. Neither the treatment nor the discharge shall cause a nuisance or condition of pollution as defined by the California Water Code, Section 13050.
2. The discharge shall not cause degradation of any water supply.
3. The discharge shall remain within the treatment ponds at all times.
4. Ponds shall have sufficient capacity to accommodate allowable wastewater flow and design seasonal precipitation and additional inflow and infiltration during the nonirrigation season. Design seasonal precipitation shall be based upon total annual precipitation using a return period of 25 years, distributed monthly in accordance with historical rainfall patterns. Freeboard shall never be less than two feet (measured vertically to the lowest point of overflow).
5. On 1 October of each year, available pond storage capacity shall at least equal the volume necessary to comply with Discharge Specification B.4.
6. The 30-day average daily dry weather discharge flow shall not exceed 20,000 gallons.
7. Ponds shall be managed to prevent breeding of mosquitoes. In particular:
  - a. An erosion control program should assure that small coves and irregularities are not created around the perimeter of the water surface.
  - b. Weeds shall be minimized through control of water depth, harvesting, or herbicides.
  - c. Dead algae, vegetation, and debris shall not accumulate on the water surface.
8. The dissolved oxygen content of treatment ponds shall not be less than 1.0 mg/l for 16 hours in any 24-hour period.

WASTE DISCHARGE REQUIREMENTS  
BECKWOURTH COUNTY SERVICE AREA  
BECKWOURTH WASTEWATER PONDS  
PLUMAS COUNTY

-4-

**C. Sludge Disposal**

1. Collected screenings, sludges, and other solids removed from liquid wastes shall be disposed of in a manner that is consistent with Chapter 15, Division 3, Title 23, California Code of Regulations (CCR), and as approved by the Executive Officer.
2. Any proposed change in sludge use or disposal practice from a previously approved practice shall be reported to the Executive Officer at least 90 days in advance of the change.

**D. Provisions**

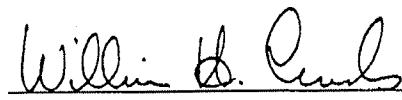
1. The Discharger shall comply with Monitoring and Reporting Program No. 96-135, which is part of this Order, and any revisions thereto as ordered by the Executive Officer.
2. The Discharger shall provide certified wastewater treatment plant operators in accordance with regulations adopted by the State Water Resources Control Board.
3. The Discharger shall comply with the "Standard Provisions and Reporting Requirements for Waste Discharge Requirements," dated 1 March 1991, which are attached hereto and by reference a part of this Order. This attachment and its individual paragraphs are commonly referenced as "Standard Provision(s)."
4. In the event of any change in control or ownership of land or waste discharge facilities described herein, the Discharger shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be forwarded to this office.
5. The Discharger must comply with all conditions of this Order, including timely submittal of technical and monitoring reports as directed by the Executive Officer. Violations may result in enforcement action, including Regional Board or court orders requiring corrective action or imposing civil monetary liability, or in revision or rescission of this Order.
6. A copy of this Order shall be kept at the discharge facility for reference by operating personnel. Key operating personnel shall be familiar with its contents.

WASTE DISCHARGE REQUIREMENTS  
BECKWOURTH COUNTY SERVICE AREA  
BECKWOURTH WASTEWATER PONDS  
PLUMAS COUNTY

-5-

7. The Board will review this Order periodically and may revise requirements when necessary.

I, WILLIAM H. CROOKS, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Central Valley Region, on 3 May 1996.

  
William H. Crooks  
WILLIAM H. CROOKS, Executive Officer

GDD:djc

Attachments

# APPENDIX F

## California Regional Water Quality Control Board Monitoring Program 96-135

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

MONITORING AND REPORTING PROGRAM NO. 96-135  
FOR  
BECKWOURTH COUNTY SERVICE AREA  
BECKWOURTH WASTEWATER PONDS  
PLUMAS COUNTY

**MONITORING**

The following shall constitute the monitoring program:

<u>Parameter</u>	<u>Unit</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>
Flow	Gallons	--	Monthly
Liquid Depth and Freeboard	Feet	--	Monthly

**OBSERVATIONS**

The ponds shall be inspected on a regular basis to check the following:

- a. Seepage through pond dikes
- b. Excessive odors or other nuisances
- c. Excessive weed growth in pond
- d. Lift station pumps are in working order

**REPORTING**

In reporting the monitoring data, the Discharger shall arrange the data in tabular form so that the date, the constituents, and the concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly the compliance with waste discharge requirements.

Monitoring reports shall be submitted to the Regional Board by the **15th day of the following quarter**.

The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported to the Board.

In the event of any by-pass or overflow of wastes from the collection system, the Discharger shall notify the Regional Board by telephone at (916) 224-4845 as soon as it or its agents

MONITORING AND REPORTING PROGRAM  
BECKWOURTH COUNTY SERVICE AREA  
BECKWOURTH WASTEWATER PONDS  
PLUMAS COUNTY

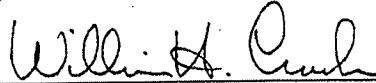
-2-

have knowledge of such noncompliance or potential for noncompliance, and shall confirm this notification in writing within two weeks. The written notification shall state the nature, time and cause of noncompliance, and shall describe the measures being taken to prevent recurrences and shall include a timetable for corrective actions.

Upon written request of the Board, the Discharger shall submit a report to the Board by **30 January of each year**. The report shall contain both tabular and graphical summaries of the monitoring data obtained during the previous year. In addition, the Discharger shall discuss the compliance record and the corrective actions taken or planned which may be needed to bring the discharge into full compliance with the waste discharge requirements.

The Discharger shall implement the above monitoring program as of the date of this Order.

Ordered by:

  
WILLIAM H. CROOKS, Executive Officer

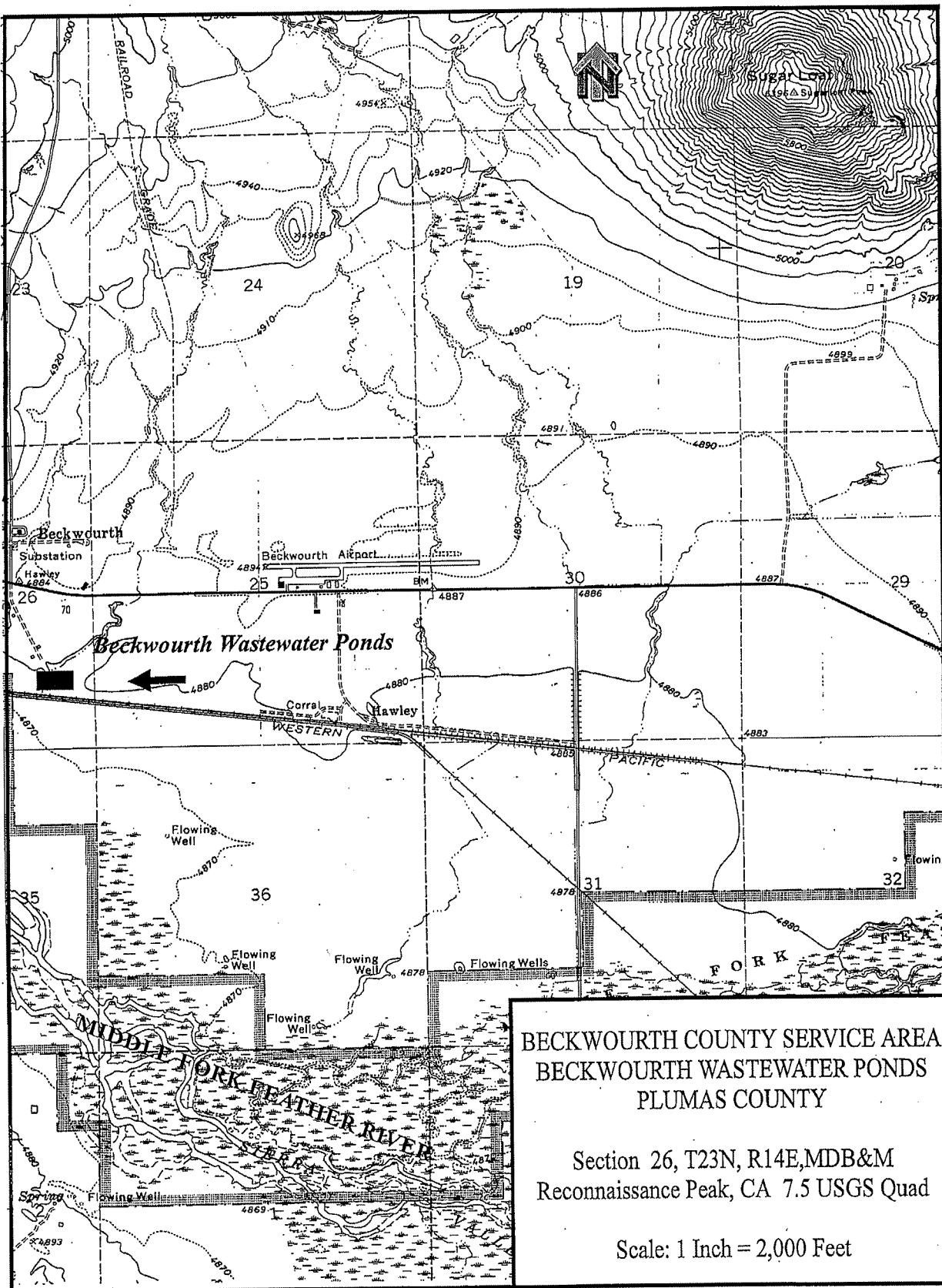
3 May 1996

(Date)

GDD:djc

AMENDED 5/3/96

**ATTACHMENT A**



## INFORMATION SHEET

### BECKWOURTH COUNTY SERVICE AREA BECKWOURTH WASTEWATER PONDS PLUMAS COUNTY

Beckwourth County Service Area operates and maintains a collection system with one lift station and 4 acres of wastewater ponds for the community of Beckwourth in eastern Plumas County. The average dry weather design capacity of the wastewater ponds is approximately 20,000 gallons per day (gpd). The Beckwourth County Service Area discharges raw sewage from 65 residences within Beckwourth to four stabilization ponds one-quarter mile south of the community.

The ponds are in Section 26, T23N, R14E, MDB&M, with surface water drainage to Middle Fork Feather River. The Wild and Scenic Rivers Act (U.S.C. 1271-1287) of 2 October 1968 designated the Middle Fork Feather River as a component of the National System of Wild and Scenic Rivers. The ponds are in that portion designated the Recreational River Zone and lies within the Feather River Hydrologic Unit, Sierra Valley Hydrologic Subarea (HSA) No. 518.35 as depicted on interagency hydrologic maps prepared by the Department of Water Resources in August 1986.

Soils in the area consist of sandy loam to a depth of over 5 feet and are poorly drained. The subsoil permeability is moderate to moderately slow. Depth to ground water is approximately 10 feet. The annual precipitation averages 18 inches, while annual evaporation averages 50 inches.

GDD:djc 5/3/96

# APPENDIX G

Plumas County of Supervisor Minutes,  
March 15, 2016, Item 3B



## **BOARD OF SUPERVISORS**

Terrell Swofford, 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, Chair 3<sup>rd</sup> District  
Lori Simpson, Vice Chair 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

### **MEETING MINUTES**

#### **REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 15, 2016**

---

### **STANDING ORDERS**

11:00 A.M. Play >> CALL TO ORDER/ROLL CALL  
Present: Supervisor Swofford, Supervisor Simpson, Supervisor Thrall, Supervisor Engel, Supervisor Goss.

Play >> PLEDGE OF ALLEGIANCE  
Mike Taborski leads the Pledge of Allegiance.

Play >> ADDITIONS TO OR DELETIONS FROM THE AGENDA  
None

Play >> PUBLIC COMMENT OPPORTUNITY  
Pastor Tarleton offers a prayer.

Michael Butler, representing Friends of the Portola Library addressed the Board requesting to increase hours at the Portola Library. Mr. Butler submits a petition from members of the public "The Right to Restore Plumas County Portola Branch Library Hours".

Play >> DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS  
Craig Settlemire, County Counsel announces that Plumas County has won the lawsuit filed by High Sierra Rural Alliance regarding the General Plan Update. Mr. Settlemire acknowledges Randy Wilson, Planning Director and Rebecca Herrin, Senior Planner for all their hard work on this case.

### **ACTION AGENDA**

## 1. [Play >>](#) 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.

**Motion:** Approve the following consent agenda matters as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Simpson.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

### A) PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION No. 16-8135** to accept and authorize the Director of Public Health to sign Agreement Amendment Number 15-10375, A-01 from the California Department of Health, Emergency Preparedness Office (EPO) for EBOLA Preparedness and Response Program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement Number PCPHA2016ELLIS with Ellis Planning Associates, Inc., of \$14,926 to assist in developing a Strategic Plan in accordance to PHAB requirements found in PHAB Standards and Measures; approved as to form by County Counsel

## 2. [DEPARTMENTAL MATTERS](#)

### A) [Play >>](#) FACILITY SERVICES/AIRPORTS – Dony Sawchuk

Appropriate \$12,000 from the General Fund Contingency to Facility Services 20120/521300 to pay Public Works for installation of a new sewer connection lateral for Care Flight Facility at the Beckwourth-Nervino Airport; discussion and possible action; **four/fifths required roll call vote**

**Motion:** Appropriate \$12,000 from the General Fund Contingency to Airports Fixed Assets account to pay Public Works for installation of a new sewer connection lateral for Care Flight Facility at the Beckwourth-Nervino Airport, **Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

### B) [Play >>](#) LIBRARY/LITERACY – Lynn Sheehy

Approve supplemental budget transfer of \$31,450 for receipt of unanticipated revenue from State Library for Literacy Program; **four/fifths required roll call vote**

**Motion:** Approve supplemental budget transfer of \$31,450 for receipt of unanticipated revenue from State Library for Literacy Program, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Swofford.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

### C) [SOCIAL SERVICES](#) – Elliott Smart

- 1) [Play >>](#) Adopt **PROCLAMATION** Proclaiming March 2016 as "Social Worker Month" in Plumas County; discussion and possible action

**Motion:** Adopt **PROCLAMATION** Proclaiming March 2016 as "Social Worker Month" in Plumas County, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Simpson.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

2) [Play >>](#) Approve supplemental budget transfer of \$36,990 for receipt of unanticipated revenue from State Department of Social Services for Foster Parent Recruitment Retention and Support Program; **four/fifths required roll call vote**

**Motion:** Approve supplemental budget transfer of \$36,990 for receipt of unanticipated revenue from State Department of Social Services for Foster Parent Recruitment Retention and Support Program,

**Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Simpson.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

3) [Play >>](#) Authorize the Department of Social Services to recruit and refill vacant 1.0 FTE Benefits Assistance Counselor I/II position, created by resignation; discussion and possible action

**Motion:** Authorize the Department of Social Services to recruit and refill vacant 1.0 FTE Benefits Assistance Counselor I/II position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.

Motion passed unanimously.

D) [Play >> PLANNING](#) – Randy Wilson

1) Approve and authorize the Planning Director to sign amendment to Agreement between County of Plumas and Sierra Nevada Conservancy to produce a Lake Almanor Water Trails Map; discussion and possible action

**Motion:** Approve and authorize the Planning Director to sign amendment to Agreement between County of Plumas and Sierra Nevada Conservancy to produce a Lake Almanor Water Trails Map,

**Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Goss.

Motion passed unanimously.

2) Approve and authorize the Planning Director to sign modification to Agreement between County of Plumas and the U.S. Forest Services for work related to water quality on the forest changing the amount of the grant funds dispersed to the Forest Service of \$1,927,848 as stated in the existing Prop. 50 Grant Agreement between the County of Plumas and the Department of Water Resources; discussion and possible action

**Motion:** Approve and authorize the Planning Director to sign modification to Agreement between County of Plumas and the U.S. Forest Services for work related to water quality on the forest changing the amount of the grant funds dispersed to the Forest Service of \$1,927,848 as stated in the existing Prop. 50 Grant Agreement between the County of Plumas and the Department of Water Resources, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Motion passed unanimously.

E) [Play >> PUBLIC WORKS](#) – Robert Perreault

1) Adopt **RESOLUTION No. 16-8136** Authorizing the Applicant to Apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds. **Roll call vote**

**Motion:** Adopt **RESOLUTION** Authorizing the Applicant to Apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds, **Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

2) Authorize the Department of Public Works to recruit and fill vacant 1.0 FTE Public Works Lead Maintenance Worker position in the La Porte District, created by resignation; discussion and possible action

**Motion:** Authorize the Department of Public Works to recruit and fill vacant 1.0 FTE Public Works Lead Maintenance Worker position in the La Porte District, created by resignation, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.  
Motion passed unanimously.

F) [Play >> ENVIRONMENTAL HEALTH](#) – Jerry Sipe

Adopt ORDINANCE, first introduced on March 08, 2016, amending Section 6-6.12(b) of Plumas County Code Pertaining to Septic Tank Construction. **Roll call vote**

**Motion:** Adopt ORDINANCE No. 16-1101, first introduced on March 08, 2016, amending Section 6-6.12 (b) of Plumas County Code Pertaining to Septic Tank Construction, **Action:** Approve, **Moved by** Supervisor Swofford, **Seconded by** Supervisor Simpson.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

3. [Play >> BOARD OF SUPERVISORS](#)

A) 11:15 PUBLIC HEARING: Pursuant to Ordinance No. 15-1096 regarding "Outdoor Festivals", consider application received from Brian Saccomano for outdoor music festival "Emissions" to be held May 13 – 15, 2016 in Belden Town; discussion and possible action

The public hearing is opened. There being no public comment, the hearing is closed and before the Board for consideration.

**Motion:** approve application received from Brian Saccomano for outdoor music festival "Emissions" to be held May 13 – 15, 2016 in Belden Town, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Swofford.

Motion passed unanimously.

B) [Play >> Beckwourth County Services Area:](#)

- 1) Appropriate \$15,000 from the General Fund Contingency as a loan to the Beckwourth County Service Area to balance the budget for Fiscal Year 2015-2016, such loan to bear interest at the rate of interest that the county earns on its temporarily idle funds; discussion and possible action; **four/fifths required roll call vote**

**Motion:** Appropriate \$15,000 from the General Fund Contingency as a loan to the Beckwourth County Service Area to balance the budget for Fiscal Year 2015-2016, such loan to bear interest at the rate of interest that the county earns on its temporarily idle funds, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Swofford.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

- 2) Pursuant to Government Code section 25214.4(b), extend the time for repayment of the \$15,000 loan appropriation from the Plumas County General Fund Contingency to the Beckwourth County Service Area from repayment in the current fiscal year to repayment by June 30, 2019; discussion and possible action; **four/fifths required roll call vote**

**Motion:** Pursuant to Government Code section 25214.4(b), extend the time for repayment of the \$15,000 loan appropriation from the Plumas County General Fund Contingency to the Beckwourth County Service Area from repayment in the current fiscal year to repayment by June 30, 2019, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Swofford.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

C) [Play >>](#) **Property Tax Exchange Negotiations:** LAFCo file 2015-ANNX-0003 Chandler Ranch to Quincy Fire Protection District; discussion and possible action

Craig Settlemire, County Counsel addresses the Board. The Quincy Fire Protection District applied to Plumas County LAFCo for the annexation of approximately 121.16 acres consisting of some twenty-one residential parcels in the Chandler Ranch Homesites subdivision in the American Valley near Quincy to the Quincy Fire Protection District for fire protection and emergency medical services. The matter before the Board today is to determine if they agree to share a portion of the County share of the property tax increment.

The Chair takes comments from Dennis Clemens, representing the Quincy Fire Protection District.

Following discussion by the Board, **Motion:** direct staff to return with a formal Resolution for adoption by the Board providing for a transfer of the ad valorem property tax increment allocation factor in tax rate area 053-009 of 7.785957 from East Quincy Community Services District to Quincy Fire Protection District, and in tax rate area 053-043 of 7.4555145 from County of Plumas to Quincy Fire Protection District, consistent with the discussion, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Swofford.

Motion passed unanimously.

**D) CORRESPONDENCE**

None

**E) INFORMATIONAL ANNOUNCEMENTS**

None

**F) Appointments**

[Play >> MENTAL HEALTH COMMISSION](#)

Re-appoint Maria Rock-Strong to the Plumas County Mental Health Commission

**Motion:** Re-appoint Maria Rock-Strong to the Plumas County Mental Health Commission, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.  
Motion passed unanimously.

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

The Board reconvenes at 1:00 p.m. with all members present as in the morning session.

**4. Play >> CALIFORNIA HIGHWAY PATROL**

Presentation by the California Highway Patrol regarding new traffic safety laws pertaining to bicycles and pedestrians

Sergeant Prisco, representing the California Highway Patrol, addresses the Board regarding new laws pertaining to bicycles and pedestrians.

**5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Director of Facility Services/Airports
- B. Personnel: Public employee appointment or employment – Chief Probation Officer

- C. Conference with Legal Counsel: Claim Against the County filed by Michael G. Scott on December 11, 2015
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Amy Granat, et al., Plaintiffs, v. United States Department of Agriculture, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:15-cv-00605 MCE-DAD (Plumas National Forest Travel Management Plan)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

The Chair announces action taken in closed session as follows:

Conference with Legal Counsel: Claim Against the County filed by Michael G. Scott on December 11, 2015

**By unanimous vote of the Board, the Claim Against the County filed by Michael G. Scott on December 11, 2015 is rejected, and the Clerk is directed to provide sufficient notice.**

**ADJOURNMENT**

Adjourned meeting to Tuesday, April 05, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.

# APPENDIX H

Plumas County of Supervisor Minutes,  
September 5, 2017, Item 3 & 4A



## **BOARD OF SUPERVISORS**

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

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

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

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

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

## **MEETING MINUTES**

REGULAR MEETING OF THE BOARD OF SUPERVISORS  
COUNTY OF PLUMAS, STATE OF CALIFORNIA  
HELD IN QUINCY ON SEPTEMBER 05, 2017

---

## **STANDING ORDERS**

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

Present: Supervisor Simpson, Supervisor Thrall, Supervisor Engel, Supervisor Sanchez.  
Absent: Supervisor Goss.

### **Play >> PLEDGE OF ALLEGIANCE**

Supervisor Thrall leads the Pledge of Allegiance.

### **Play >> ADDITIONS TO OR DELETIONS FROM THE AGENDA AGENDA ITEM 1.E.8. – BEHAVIORAL HEALTH**

**Motion:** approve amendment to agenda item 1.E.8.-Behavioral Health changing the 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior to 2.0 FTE as requested, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Sanchez.  
Motion passed unanimously.

### **Play >> PUBLIC COMMENT OPPORTUNITY**

Larry Douglas comments regarding economic development in Plumas County.

### **Play >> DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

None

## **ACTION AGENDA**

## **1. Play >> 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.

**Motion:** Approve the following consent agenda matters as submitted and amended, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Sanchez.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

### **A) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign a contract, not to exceed \$8,500, between County of Plumas and West Coast Children's Clinic for training and for other supportive services connected to the Department's implementation of a response system to Commercial Sexual Exploitation of Children; approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to sign an Interagency Memorandum of Understanding with the Northern Rural Training and Employment Consortium (NORTEC) committing to a resource sharing structure to support integrated service delivery to mutual customers

### **B) CLERK OF THE BOARD**

Approve Board minutes for August 2017

### **C) DISTRICT ATTORNEY**

Authorize the District Attorney to recruit and fill vacant, funded and allocated 1.0 FTE Legal Services Assistant I/II, created by resignation

### **D) PROBATION**

Approve and authorize the Chief Probation Officer to sign contract between County of Plumas and Lassen County Juvenile Detention Facility for the detention of Plumas County juvenile offenders; approved as to form by County Counsel

### **E) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign amendment to contract, not to exceed \$50,000, between County of Plumas and Sierra Vista Hospital to provide patient recovery services to Plumas County; approved as to form by County Counsel
- 2) Approve and authorize the Behavioral Health Director to sign Memorandum of Understanding between County of Plumas and Plumas County Public Health Agency, not to exceed \$82,277, for Substance Abuse Prevention and Friday Night Live Program; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract, not to exceed \$50,000, between County of Plumas and Heritage Oaks Hospital for treatment facility to cover inpatient and outpatient psychiatric and mental health disorders; approved as to form by County Counsel
- 4) Approve and authorize the Behavioral Health Director to sign contract, not to exceed \$82,938, between County of Plumas and Plumas Rural Services for support of the Transitional Sober Living Facilities; approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign contract, not to exceed \$7,000, between County of Plumas and Liz Santiago for training for the development of assessments, diagnosis, treatment plans and progress notes; approved as to form by County Counsel
- 6) Approve and authorize the Behavioral Health Director to sign contract, not to exceed \$50,000, between County of Plumas and Progress House for treatment facility to cover detox, residential, transitional and outpatient services; approved as to form by County Counsel
- 7) Approve and authorize the Chair to sign first amendment to contract, not to exceed \$80,000, between County of Plumas and Kings View Corporation adding Exhibit "F" for computer purchases; approved as to form by County Counsel

- 8) Authorize Behavioral Health to recruit and fill vacant, funded and allocated 2.0 FTE Behavioral Health Case Management Specialist I/II/Senior and 2.0 FTE Behavioral Health Therapist I/II/Senior positions

**F) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign Agreement Amendment Numbers MAA2017OPTIMAS-A1, not to exceed \$269,600, and MAA2017OPTIMAS-AH-A1 in the amount of \$42,000 with Optimas Services, Inc., for activities of Administrative Hub Roles and Responsibilities for a Random Moment Survey software system and LGA Consultant for the Medi-Cal Administrative Activities (MAA) Program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement #MAA1718PCIRC, not to exceed \$19,800, with Plumas Crisis Intervention & Resource Center to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement Amendment MAA1415CODING-A3 (\$42,000) with Fairbanks, LLC., to provide a Random Moment Survey software system and coding services for the Medi-Cal Administrative Activities (MAA) Program for Fiscal Year 2017-2018; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign Agreement Amendment Number MAA1415PCG-A3, not to exceed \$300,000, with Public Consulting Group, Inc., (PCG) to provide Random Moment Survey software system for the School Medi-Cal Administrative Activities Program (SMAA); approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign multi-year Agreement Number TURP17217HAUN with Sue Haun, not to exceed \$74,052, for evaluation activities related to the Tobacco Use Reduction and Prevention Program; approved as to form by County Counsel
- 6) Approve and authorize the Chair to sign Agreement #PCPHA1718MS, not to exceed \$77,400, with Dr. Mark Satterfield to act as the County Health Officer/Medical Director from July 1, 2017 through June 30, 2018; approved as to form by County Counsel
- 7) Approve submission of the California Children's Services and Child Health and Disability Prevention Plans for FY 2017-2018, and authorize the Chair to sign the Certification Statements for the California Children's Services and Child Health and Disability Prevention Programs; approved as to form by County Counsel
- 8) Approve Agreements between Plumas County Public Health Agency (PCPHA) and Chico Research Foundation to provide Nutrition Services (IIIB-042-18, \$30,000 and Transportation Services (IIIC-045-08, \$156,664) to the senior citizens of Plumas County for FY 2017-2018, and authorize the Director of Public Health to sign as the Board's designee; approved as to form by County Counsel
- 9) Adopt **RESOLUTION No. 17-8278** to accept and authorize the Director of Public Health or Designee to execute Grant Agreement Number 16-11015 from the California Department of Public Health for implementing the project, "Naloxone Distribution"; approved as to form by County Counsel

**G) FACILITY SERVICES/AIRPORTS**

- 1) Approve and authorize the Director of Facility Services to sign Contract between County of Plumas and Jason Blust dba Heat Transfer Systems, not to exceed \$80,995, for new heating and air conditioning units at Portola Memorial Hall; approved as to form by County Counsel
- 2) Approve and authorize the Director of Facility Services to sign Contract between County of Plumas and Smith Power Productions, not to exceed \$22,000, for emergency generator maintenance services; approved as to form by County Counsel
- 3) Approve and authorize the Director of Facility Services to sign Contract between County of Plumas and John Lund dba KJ's Cleaning Service, not to exceed \$18,690, for custodial services (Greenville Townhall, Greenville Library, and Greenville Substation); approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign Contract between County of Plumas and James Lausen dba Awesome Lausen Janitorial, not to exceed \$31,200, for custodial services (Fairgrounds Admin and Facility Services building); approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign Addendum No. 4 between County of Plumas and Tim Ringo, dba Bob's Janitorial Service for custodial services (Quincy Courthouse); approved as to form by County Counsel

- 6) Approve and authorize the Chair to sign Contract between County of Plumas and Mark Miller dba Miller Cleaning Services, not to exceed \$53,400, for custodial services (Courthouse Annex); approved as to form by County Counsel
- 7) Approve and authorize the Chair to sign Addendum No. 3 between County of Plumas and Tim Ringo, dba Bob's Janitorial Service for custodial services (Quincy Library and Museum); approved as to form by County Counsel
- 8) Approve and authorize the Chair to sign Addendum No. 3 between County of Plumas and Tim Ringo, dba Bob's Janitorial Service for custodial services (Permit Center); approved as to form by County Counsel
- 9) Approve and authorize the Chair to sign Addendum No. 1 of \$10,080 between County of Plumas and Mark Miller dba Miller Cleaning Services for custodial services (Chester Complex); approved as to form by County Counsel
- 10) Approve and authorize the Director of Facility Services to sign Agreement, not to exceed \$55,575.88, between County of Plumas and Allied Modular Building Systems for partition wall sections in the Social Services Department; approved as to form by County Counsel

**H) PROBATION**

Approve and authorize the Chief Probation Officer to sign contract between County of Plumas and Noble Software, LLC, not to exceed \$11,560, for assessing probationers for their possibility of recidivism; approved as to form by County Counsel

**I) HUMAN RESOURCES**

Adopt **RESOLUTION No. 17-8279** electing to be Subject to the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants with Respect to a Recognized Employee Organization (Probation Unit)

**J) PUBLIC WORKS**

- 1) Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Maintenance Worker I/II, Beckwourth District, created by resignation
- 2) Designate the Department of Public Works as the lead department to coordinate and conduct meetings of the "Development Review Committee"

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convened as the Flood Control & Water Conservation District Governing Board**

2. Play >> FLOOD CONTROL & WATER CONSERVATION DISTRICT – Randy Wilson  
Approve FY 2016-2017 supplemental budget of \$63,042 for Prop. 50 Grant; **four/fifths required roll call vote**

**Motion:** Approve FY 2016-2017 supplemental budget of \$63,042 for Prop. 50 Grant, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

**Adjourned as the Flood Control & Water Conservation District Governing Board and reconvened as the Beckwourth County Service Area Governing Board**

3. Play >> BECKWOURTH COUNTY SERVICE AREA – Robert Perreault

Authorize a request to the County of Plumas to borrow up to \$26,000 from the General Fund to Fund 0206, to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the CSA to evidence the loan and receive the loan proceeds; **four/fifths required roll call vote**

**Motion:** Authorize a request to the County of Plumas to borrow up to \$26,000 from the General Fund to Fund 0206, to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the CSA to evidence the loan and receive the loan proceeds, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Sanchez.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

**Adjourned as the Beckwourth County Service Area Governing Board and reconvened as the Board of Supervisors**

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

A) [\*\*Play >>\*\*](#) **ENGINEERING** – Robert Perreault

Approve a loan from the General Fund to the Beckwourth County Services Area for up to \$26,000 to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the CSA to evidence the loan and receive the loan proceeds; **four/fifths required roll call vote**

**Motion:** Approve a loan from the General Fund to the Beckwourth County Services Area for up to \$26,000 to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the CSA to evidence the loan and receive the loan proceeds, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Sanchez.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

B) [\*\*Play >>\*\*](#) **COORDINATING COUNCIL** – Robert Perreault

Report by the Plumas County Coordinating Council Subcommittee on enhancing U.S. Forest Service attendance/participation.

C) **SHERIFF** – Greg Hagwood

1) [\*\*Play >>\*\*](#) Presentation of award to Dale Knutsen of Lake Almanor in recognition of over 20 years of voluntary service to the citizens of Plumas County specifically in the areas of emergency preparedness and firewise education

2) [\*\*Play >>\*\*](#) Adopt **RESOLUTION** to authorize the Sheriff to administer a grant of \$20,000 for Communications Based Equipment provided by PG&E. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 17-8280** to authorize the Sheriff to administer a grant of \$20,000 for Communications Based Equipment provided by PG&E, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

3) [\*\*Play >>\*\*](#) Adopt **RESOLUTION** authorizing the Sheriff to sign and administer the 2017 Emergency Management Performance Grant of \$129,058. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 17-8281** authorizing the Sheriff to sign and administer the 2017 Emergency Management Performance Grant of \$129,058, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

4) [Play >>](#) Approve and authorize the Sheriff to sign service agreement between County of Plumas and Emergency Communications Network, LLC/Onsolve, LLC; authorize the Sheriff to sign all future service agreements with Emergency Communications Network, LLC/Onsolve, LLC for up to \$3,000; and authorize the Auditor/Controller to pay invoice dated June 20, 2017 from Onsolve, LLC of \$2,000; not approved as to form by County Counsel; discussion and possible action

**Motion:** Approve and authorize the Sheriff to sign service agreement between County of Plumas and Emergency Communications Network, LLC/Onsolve, LLC; authorize the Sheriff to sign all future service agreements with Emergency Communications Network, LLC/Onsolve, LLC for up to \$3,000; and authorize the Auditor/Controller to pay invoice dated June 20, 2017 from Onsolve, LLC of \$2,000,

**Action:** Approve, Moved by Supervisor Thrall, Seconded by Supervisor Sanchez.

Motion passed unanimously.

5) [Play >>](#) Authorize the Sheriff to pay invoice of \$1,782.45 to the U.S. Forest Service PG&E for the Claremont Peak Communication Site; and authorize the Sheriff to pay subsequent invoice statements until site is transferred to Plumas County by Special Use Permit; discussion and possible action

**Motion:** Authorize the Sheriff to pay invoice of \$1,782.45 to the U.S. Forest Service PG&E for the Claremont Peak Communication Site; and authorize the Sheriff to pay subsequent invoice statements until site is transferred to Plumas County by Special Use Permit, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Sanchez.

Motion passed unanimously.

D) [Play >> Play >> RISK MANAGEMENT](#) – Roberta Allen

Adopt **RESOLUTION** regarding Industrial Disability Retirement for Dwight Cline, Sheriff's Special Operations Sergeant (Government Code 21156). **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 17-8282** Denying Industrial Disability Retirement for Dwight L. Cline, (Government Code 21156), **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Sanchez.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 3).

**Yes:** Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

**Absent:** Supervisor Engel, Supervisor Goss

E) [Play >> FARM ADVISOR](#) - David Lile

- 1) Plumas-Sierra Cooperative Extension Program update
- 2) Approve and authorize the Chair to sign Amendment No. 3 (Y14-2441) to Agreement between County of Plumas and The Regents of the University of California regarding Compensation and Term

**Motion:** Approve and authorize the Chair to sign Amendment No. 3 (Y14-2441) to Agreement between County of Plumas and The Regents of the University of California regarding Compensation and Term,

**Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

Motion passed unanimously.

F) [Play >> PROBATION](#) - Erin Metcalf

Adopt Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2017-2018, totaling \$980,190.89, as submitted and recommended, or reject by required four/fifths roll call vote; discussion and possible action

**Motion:** reject Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2017-2018, totaling \$980,190.89, as submitted and recommended; and direct that all funding received be allocated to the Probation department budget, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

G) [Play >>](#) **PLANNING/CANNABIS WORKING GROUP** – Randy Wilson  
Cannabis Ordinance Development Update; discussion and possible action

The Chair takes comments from Kim Scott, representing the Cannabis Working Group.

The Chair takes comments from members of the public including Harry Rogers, Ralph Koehne, Jason Evans, Ryan Kelly, John Cunningham, Chelsea Bunch, Joseph Munoz, Donald Aiken, Brian Gorham, Sharon Covington, Jonathan Kusel, John Kimmel, Alicia Adler, Shane Starr, Oliver Star, Sarah Bensinger.

Following discussion, the Board directs the Cannabis Working Group to return with an ordinance development update on **October 3, 2017**.

**5. BOARD OF SUPERVISORS**

**A. CORRESPONDENCE**

None

**B. INFORMATIONAL ANNOUNCEMENTS**

None

**1:30 P.M. AFTERNOON SESSION**

The Board reconvenes at 1:30 p.m. with all members present as in the morning session.

**6. BOARD OF SUPERVISORS**

A. [Play >>](#) Report and update by Susan Scarlett, Budget Consultant on the FY 2017-2018 Budget; discussion and possible action regarding various county departments and programs

Supervisor Engel leaves the Board meeting.

B. [Play >>](#) Continue discussion regarding salaries of Plumas County Elected Officials; discussion and possible action

**Motion:** direct staff to return with an ordinance to include a 10% salary increase on the base rate for all Plumas County Elected Officials; and stipends to be determined on a case by case basis, **Action:**

Approve, **Moved by** Supervisor Sanchez, **Seconded by** Supervisor Simpson.

**Vote:** Motion failed (**summary:** Yes = 2, No = 1, Abstain = 0).

**Yes:** Supervisor Sanchez, Supervisor Simpson.

**No:** Supervisor Thrall.

**Absent:** Supervisor Engel, Supervisor Goss

C. [Play >>](#) **PUBLIC HEARING:** The Plumas County Board of Supervisors will open its hearing on the FY 2017-2018 County Budget

The Chair opens the public hearing. There being no public comment, the hearing remains open and is continued to September 12, 2017.

**7. CLOSED SESSION**

[Play >>](#) **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Personnel: Public employee performance evaluation – Information Systems Manager
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 (Workers Compensation Case No. TIBP-550074)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

There was no reportable action taken in closed session.

**ADJOURNMENT**

Adjourn meeting to Tuesday, September 12, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.

# APPENDIX I

BCSA Median Household Income Study  
Final Report – October 2017 by RCAC

# Beckwourth Community Service Area

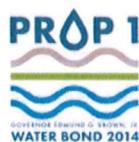
## Median Household Income Survey

### Final Report • October 2017

State of California State Water Resources Control Board  
Proposition 1 Water Bond  
Comprehensive Assistance to Tribal and Small Systems Project  
Agreement Number: D1612801  
TA Workplan Number: 5204-A

**Presented by:** Rural Community Assistance Corporation (RCAC)

**Funded by:** State Water Resources Control Board



October 9, 2017

Elvira Reyes  
State Water Resources Control Board - Division of Financial Assistance  
1001 I St. 16<sup>th</sup> Floor  
PO Box 944212  
Sacramento, CA 95814

***Subject: Beckwourth Community Services Area (CSA) Median Household Income Survey Results  
Prop 1 Agreement No. D1612801 / TA Work Plan No. 5204-A***

Dear Elvira:

Enclosed please find the printed final report for the Beckwourth CSA Median Household Income (MHI) Survey.

The report consists of documentation to determine the MHI for the water district. The report is categorized into the following sections:

1. Executive Summary Letter .....	2
2. Introduction .....	3
3. Survey Rationale .....	3
4. Survey Results .....	5
5. Exhibit A: Boundary Map, Area and Location Maps and Area Photos .....	6
6. Exhibit B: Residents List (response, no response, commercial, vacant homes/ lots and vacation homes) ...	11
7. Exhibit C: Sample Explanation Letters, Survey Forms and Public Meeting Notice .....	14
8. Exhibit D: Beckwourth Community Service Area Median Household Income Data .....	22

If you have additional questions, please feel free to contact me at 707/489-6994.

Sincerely,

*Brian Phillips*

Brian Phillips  
RCAC, CA/NV Regional Manager  
Community & Environmental Services

Enclosure: Income Survey Report, MHI Data  
CC: Jennifer Toney, Senior Water Resource Control Engineer, SWRCB – Division of Financial Assistance  
Robert A. Perreault, Jr., P.E., County Engineer and Manager, Plumas County Engineering  
Rob Thorman, P.E., Associate Engineer, Plumas County Engineering  
Kim Strong, RCAC, Rural Development Specialist – Environmental & Community

*Serving Rural Communities In: Alaska • Arizona • California • Colorado • Hawaii & other Pacific Islands  
Idaho • Montana • Nevada • New Mexico • Oregon • Utah • Washington • Wyoming*



September 30, 2017

Elvira Reyes  
State Water Resources Control Board - Division of Financial Assistance  
1001 I St. 16<sup>th</sup> Floor  
PO Box 944212  
Sacramento, CA 95814

**Subject: Beckwourth Community Services Area (CSA) Median Household Income Survey Results  
Prop 1 Agreement No. D1612801 / TA Work Plan No. 5204-A**

Dear Elvira:

The State Water Resources Control Board – Division of Financial Assistance requested that Rural Community Assistance Corporation (RCAC) perform an income survey of Beckwourth Community Services Area (CSA) located in Plumas County. The purpose of this survey is to establish a median household income (MHI) level for state and federal funding programs and sources. This survey has been completed and the results are attached.

**The MHI for Beckwourth Community Services Area is \$30,000 with a response rate of 91.3 percent.**

*Beckwourth CSA has 74 parcels; six (6) are vacant homes; four (4) are vacation homes; fourteen (14) are commercial; and four (4) are vacant lots, leaving 46 parcels (households) to survey. The 42 responses account for a 91.3 percent response rate. The number of households in a range between 1 – 55 requires a sample size of 90 percent to meet State and Federal guidelines.*

The survey was designed and conducted per Multi Agency Guidelines for Median Household Income Surveys established for the State Water Resources Control Board – Clean Water/ Drinking Water State Revolving Fund (SRF), and United States Department of Agriculture – Rural Development.

Please free feel to contact me if you have additional questions or need further assistance. I can be reached at phone number: 916/447-9832 ext. 1064, or e-mail: [kstrong@rcac.org](mailto:kstrong@rcac.org).

Yours truly,

*Kimberley H. Strong*

Kimberley H. Strong  
Rural Development Specialist-  
Community & Environmental Services

Enclosure: Income Survey Report, MHI Data  
CC: Jennifer Toney, Senior Water Resource Control Engineer, SWRCB – Division of Financial Assistance  
Robert A. Perreault, Jr., P.E., County Engineer and Manager, Plumas County Engineering  
Rob Thorman, P.E., Associate Engineer, Plumas County Engineering  
Brian Phillips, CA/NV Regional Manager, RCAC, Community & Environmental Services

*Serving Rural Communities In: Alaska • Arizona • California • Colorado • Hawaii & other Pacific Islands  
Idaho • Montana • Nevada • New Mexico • Oregon • Utah • Washington • Wyoming*

**Beckwourth Community Services Area  
555 Main Street, Quincy, CA 95971  
Prop 1 Agreement Number D1612801  
TA Work Plan Number 5204-A**

**Median Household Income Survey Final Report**

**Date:** October 9, 2017

**Submitted to:** *Elvira Reyes*  
State Water Resources Control Board - Division of Financial Assistance  
*Robert A. Perreault, Jr., P.E.*, County Engineer and Manager  
Plumas County Engineering

**Submitted by:** *Kimberley Strong*, Rural Development Specialist-Community & Environmental  
Rural Community Assistance Corporation

**Introduction:** Beckwourth Community Services Area (CSA) is publicly owned wastewater system managed by a five member board of supervisors and operating under California General Water Quality Order 2014-0153-DWQ. Beckwourth CSA is located in Plumas County, approximately 50 miles northeast of Truckee, California. There are a total of 74 parcels within the Beckwourth CSA service area; six (6) are vacant homes; four (4) are vacation homes; fourteen (14) are commercial; and four (4) are vacant lots, leaving 46 parcels (households) to survey.

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

In order to be eligible for optimal funding options, Beckwourth CSA needed to establish their Median Household Income (MHI) for the service area. The Water Board requested that Rural Community Assistance Corporation (RCAC), a private, nonprofit organization, perform the MHI under RCAC's California Prop 1 Technical Assistance contract with the State Water Resources Control Board - Division of Financial Assistance (DFA).

**Survey Rationale:** The current census data encompassed a larger area than the proposed project boundaries (see Area Maps, Exhibit A, pages 6-10). Therefore, BCSA felt the census numbers did not adequately reflect the customers' household income. The addresses of those surveyed are attached and titled "Residents' List of Beckwourth Community Services Area" (see Exhibit B, pages 11-13).

**Income  
Survey  
Methodology:**

A unique survey number is randomly assigned to each household receiving a survey questionnaire to maintain the respondent's anonymity. The customer's personal information (name, phone, etc.) is considered confidential and is not provided to any funding agency or other entity. RCAC will retain the original survey forms containing personal information on file at their corporate office, 3120 Freeboard Drive, Suite 201, West Sacramento, California, 95691 for seven (7) years.

A letter of explanation in English was mailed and/or delivered on May 5, 2017 to all households within the survey area. The first survey letter and form in English, and corresponding postage-paid reply envelope were mailed and/or delivered to each household on May 12, 2017. A second survey letter and form in English was mailed and/or delivered on May 26, 2017 to each household that did not respond to the first survey (see Exhibit C, pages 14-21). The surveys were mailed back to RCAC to maintain customer privacy.

A door-to-door survey was performed on July 8-9, 2017 and August 24-25, 2017 at the residences that had not responded to the two survey mailings. RCAC attended a community meeting on August 24, 2017 to provide survey information to the residents. Beckwourth CSA provided RCAC with addresses for the parcels used in the survey (see Exhibit B, pages 11-13). RCAC, in consultation with the State Water Resource Control Board – Division of Financial Assistance, developed the survey letters and form (see Exhibit C, pages 14-21).

The income survey form listed income categories and requested respondents to provide the households total gross annual income from 2016 Federal tax filing. It also asked if the respondent had lived in the residence more than six months out of the year; if the residence was a vacation home, rental or commercial property; and how many people reside at the residence more than six months out of the year.

Funding agency guidelines require that an impartial agency conduct the income survey using an approved format. The median household incomes for the project service area survey was calculated by RCAC as follows:

The median income is defined as that income in the middle of the data collected from the universe after all incomes are ranked in order from lowest to highest incomes. For example, if there are nine houses surveyed, and the five ranks of income are \$10k, \$13k, \$14k, \$19k, \$150k, then \$14k is the median income because it is two from the top rank and two from the bottom rank.

The median may require averaging if you have an even number of universe data available, and the two incomes in the middle are different.

Upon receiving the completed surveys, RCAC calculated the MHI for the project service area community. This number was submitted to the State Water Resources Control Board – Division of Financial Assistance (DFA) and State Revolving Fund administrators, and the District.

The definition of household income is the total gross income in the previous calendar year, in this case calendar year 2016, from **all sources**, by all members of one single residence. The final results of the survey will be used by DFA to measure the community's ability to finance the project and to determine whether or not assistance in the form of a special low interest loan rate or grant is needed.

**Survey  
Results:**

An income survey was conducted within the Beckwourth CSA service boundaries. A summary of the results is listed below with more detailed information in the exhibits. The MHI for this survey only counted residences occupied for more than six months of the year.

Beckwourth CSA has 74 parcels; six (6) are vacant homes; four (4) are vacation homes; fourteen (14) are commercial; and four (4) are vacant lots, leaving 46 parcels (households) to survey. The 42 responses account for a **91.3 percent response rate**. The number of households in a range between 1 – 55 requires a sample size of 90 percent to meet State and Federal guidelines.

**The Median Household Income for Beckwourth Community Service Area is \$30,000 (see Exhibit D, pages 22-24).**

**Response  
Rate:**

Total number of parcels	74
Total number of vacant homes/lots, vacation homes and commercial	28
Total number of residential parcels surveyed	46
Total number of surveys returned	42
Total number of default responses	0
Total number of non-responses	4
<b>Response rate calculation</b>	<b><math>42 \div 46 = 91.3\%</math></b>

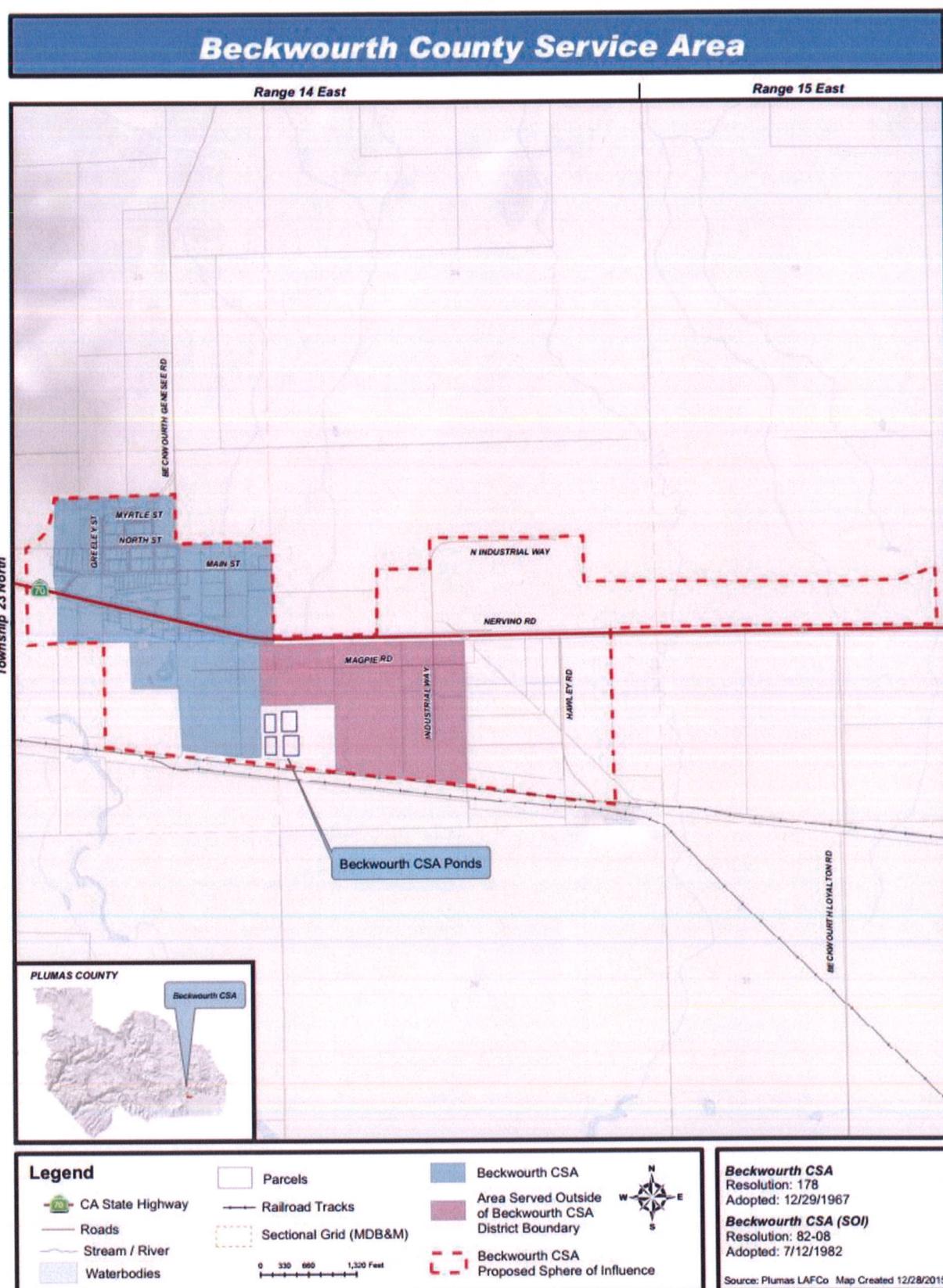
*The results of this survey may be used to support loans and or grant applications to multiple funding agencies, for multiple types of projects benefiting residents within the survey area. Each funding agency has unique criteria for determining funding awards. A funding agency may look at the survey in terms of whether a community is disadvantaged, the percentage of low to moderate income people in the survey area, the MHI of the survey area in relation to State non-metro MHI's, or other criteria. These factors help a funder determine whether a project is eligible for funding, whether it is eligible for grants, what percentage of grant is available in a grant loan package, or what interest rates the project qualifies for in a loan. Eligibility of a project for funding changes with time, so the funding package available to a project this year might not be the same package available next year.*

*RCAC makes no claims regarding funding eligibility of any projects the system may be considering, now and in the future. Further, funding agencies generally use the most recent and accurate income survey results available when funding projects. RCAC makes no claims about how long the results of this survey will remain valid before being superseded by other newer surveys. It is recommended that the system contact any funding agencies under consideration directly to discuss funding eligibility.*

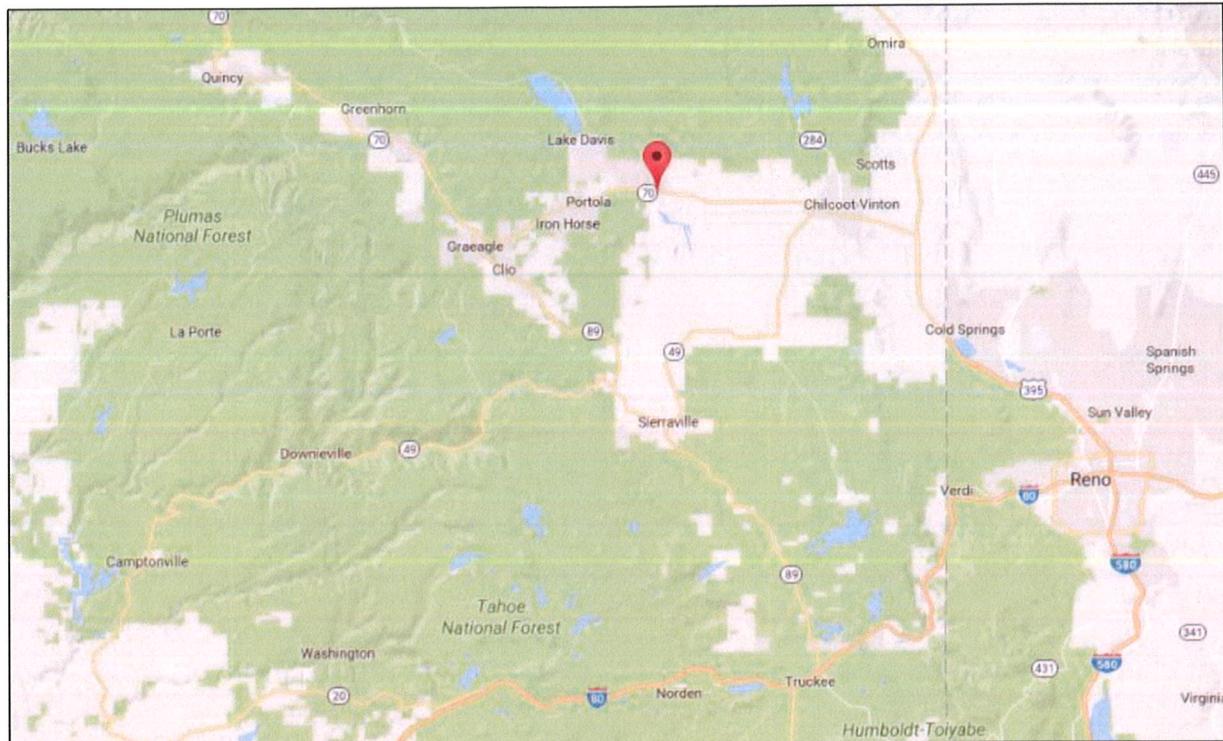
## **Exhibit A**

### **Beckwourth Community Service Area Service Boundary Map, Area and Location Maps and Area Photos**

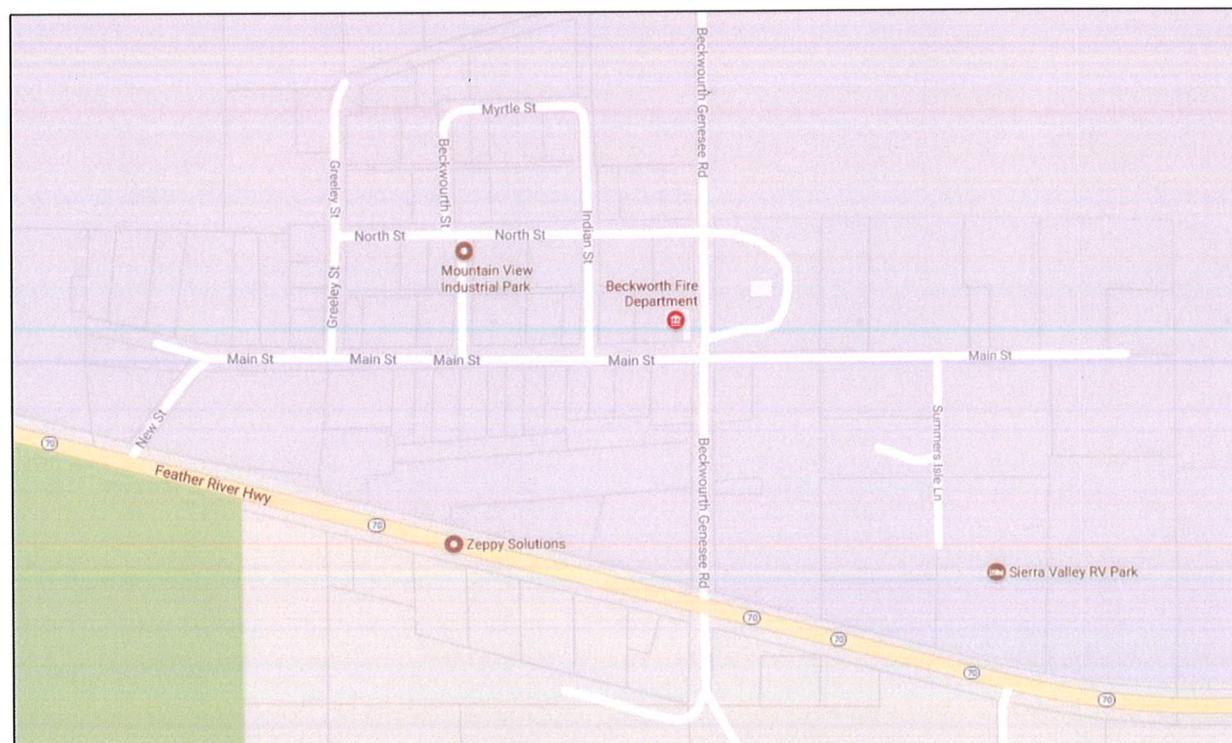
# Beckwourth Community Services Area – Boundary Map



## Beckwourth Community Services Area – Area Map



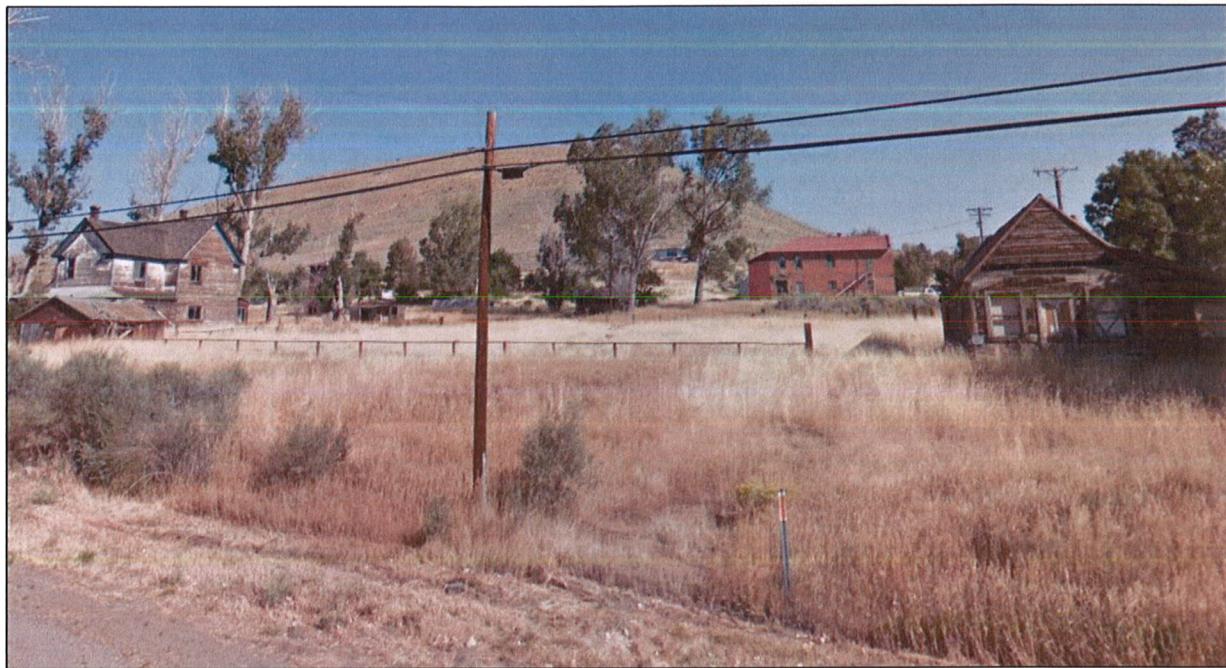
## Beckwourth Community Services Area – Street Map



## Beckwourth Community Services Area – Satellite Maps



## Beckwourth Community Services Area – Area Photos



## Exhibit B

### Residents List for Beckwourth Community Services Area

- Response
- No Response
- Commercial
- Vacant Homes
- Vacant Lots
- Vacation Homes

## BECKWOURTH COMMUNITY SERVICES AREA RESIDENTS LIST

Permanent Resident/Response				
Property Address		City	State	Zip
147	BECKWOURTH- GENESEE ROAD	BECKWOURTH	CA	96129
169	BECKWOURTH- GENESEE ROAD	BECKWOURTH	CA	96129
365	BECKWOURTH- GENESEE ROAD	BECKWOURTH	CA	96129
301	BECKWOURTH STREET	BECKWOURTH	CA	96129
219	GREELEY STREET	BECKWOURTH	CA	96129
239	GREELEY STREET	BECKWOURTH	CA	96129
249	GREELEY STREET	BECKWOURTH	CA	96129
326	GREELEY STREET	BECKWOURTH	CA	96129
472	GREELEY STREET	BECKWOURTH	CA	96129
20	MAIN STREET	BECKWOURTH	CA	96129
50	MAIN STREET	BECKWOURTH	CA	96129
80	MAIN STREET	BECKWOURTH	CA	96129
106	MAIN STREET	BECKWOURTH	CA	96129
186	MAIN STREET	BECKWOURTH	CA	96129
190	MAIN STREET	BECKWOURTH	CA	96129
191	MAIN STREET	BECKWOURTH	CA	96129
192	MAIN STREET	BECKWOURTH	CA	96129
198	MAIN STREET	BECKWOURTH	CA	96129
199	MAIN STREET	BECKWOURTH	CA	96129
204	MAIN STREET	BECKWOURTH	CA	96129
208	MAIN STREET	BECKWOURTH	CA	96129
209	MAIN STREET	BECKWOURTH	CA	96129
220	MAIN STREET	BECKWOURTH	CA	96129
222	MAIN STREET	BECKWOURTH	CA	96129
325	MYRTLE STREET	BECKWOURTH	CA	96129
326	MYRTLE STREET	BECKWOURTH	CA	96129
326	MYRTLE STREET	BECKWOURTH	CA	96129
239	NORTH STREET	BECKWOURTH	CA	96129
252	NORTH STREET	BECKWOURTH	CA	96129
255	NORTH STREET	BECKWOURTH	CA	96129
270	NORTH STREET	BECKWOURTH	CA	96129
278	NORTH STREET	BECKWOURTH	CA	96129
136	SOMERS ISLE LANE	BECKWOURTH	CA	96129
166	SOMERS ISLE LANE	BECKWOURTH	CA	96129
80804	STATE ROUTE 70	BECKWOURTH	CA	96129
80870	STATE ROUTE 70	BECKWOURTH	CA	96129
80898	STATE ROUTE 70	BECKWOURTH	CA	96129
80921	STATE ROUTE 70	BECKWOURTH	CA	96129
80922	STATE ROUTE 70	BECKWOURTH	CA	96129
81076	STATE ROUTE 70	BECKWOURTH	CA	96129
81202	STATE ROUTE 70	BECKWOURTH	CA	96129
81438	STATE ROUTE 70	BECKWOURTH	CA	96129

### Permanent Residence/No Response

Property Address		City	State	Zip
20	MAIN STREET	BECKWOURTH	CA	96129
202	MAIN STREET	BECKWOURTH	CA	96129
223	MAIN STREET	BECKWOURTH	CA	96129
264	NORTH STREET	BECKWOURTH	CA	96129

Commercial/No Response				
Property Address		City	State	Zip
91	BECKWOURTH- GENESEE ROAD	BECKWOURTH	CA	96129
305	INDUSTRIAL WAY	BECKWOURTH	CA	96129
548	INDUSTRIAL WAY	BECKWOURTH	CA	96129
148	MAIN STREET	BECKWOURTH	CA	96129
180	MAIN STREET	BECKWOURTH	CA	96129
212	MAIN STREET	BECKWOURTH	CA	96129
214	MAIN STREET	BECKWOURTH	CA	96129
80952	STATE ROUTE 70	BECKWOURTH	CA	96129
81010	STATE ROUTE 70	BECKWOURTH	CA	96129
81027	STATE ROUTE 70	BECKWOURTH	CA	96129
81202	STATE ROUTE 70	BECKWOURTH	CA	96129
81590	STATE ROUTE 70	BECKWOURTH	CA	96129
81822	STATE ROUTE 70	BECKWOURTH	CA	96129
82241	STATE ROUTE 70	BECKWOURTH	CA	96129

Vacant Homes/No Response				
Property Address		City	State	Zip
218	MAIN STREET	BECKWOURTH	CA	96129
333	MYRTLE STREET	BECKWOURTH	CA	96129
170	NEW STREET	BECKWOURTH	CA	96129
81060	STATE ROUTE 70	BECKWOURTH	CA	96129
81170	STATE ROUTE 70	BECKWOURTH	CA	96129
81296	STATE ROUTE 70	BECKWOURTH	CA	96129

Vacant Lots/No Response				
Property Address		City	State	Zip
275	GREELEY STREET	BECKWOURTH	CA	96129
197	MAIN STREET	BECKWOURTH	CA	96129
275	NORTH STREET	BECKWOURTH	CA	96129
279	NORTH STREET	BECKWOURTH	CA	96129

Vacation Homes/No Response				
Property Address		City	State	Zip
240	BECKWOURTH STREET	BECKWOURTH	CA	96129
301	INDIAN STREET	BECKWOURTH	CA	96129
117	MAIN STREET	BECKWOURTH	CA	96129
274	NORTH STREET	BECKWOURTH	CA	96129

## **Exhibit C**

**Explanation Letter – English  
Survey Letter – English  
Survey Form – English  
Public Meeting Notice**

**BECKWOURTH COMMUNITY SERVICES AREA  
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6209 • FAX (530) 283-6134  
*Robert A. Perreault, Jr., P.E.      County Engineer and Manager, BCSA***

May 5, 2017

Dear Customer of the Beckwourth Sewer Service:

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

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

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

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

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

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

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

### We Appreciate Your Cooperation,

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

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



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

## ATTENTION: RESIDENTS OF BECKWOURTH COUNTY SERVICES AREA

May 12, 2017

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

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

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

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

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

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

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

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

*Serving Rural Communities In: Alaska • Arizona • California • Colorado • Hawaii & other Pacific Islands  
Idaho • Montana • Nevada • New Mexico • Oregon • Utah • Washington • Wyoming*



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

## ATTENTION: RESIDENTS OF BECKWOURTH COUNTY SERVICES AREA

May 26, 2017

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

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

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

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

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

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

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

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

*Serving Rural Communities In: Alaska • Arizona • California • Colorado • Hawaii & other Pacific Islands  
Idaho • Montana • Nevada • New Mexico • Oregon • Utah • Washington • Wyoming*

**Median Household Income (MHI) Survey for Special Funding Eligibility**  
**Verifiable Income from 2016 Federal Income Tax Filing**

Residential Address \_\_\_\_\_ Survey Number \_\_\_\_\_

**1. Was this survey sent to a commercial business?**

Yes  Stop and return this form in the envelope provided.  
No  Complete the survey.

**2. Is this your primary residence? (please check only one box)**

*A primary residence is a household that is occupied more than 6 months out of the year or is occupied by migrant farm workers.*

Yes  Please complete Questions 3 & 4 and return this form in the envelope provided.  
No  This is a **vacation** home (stop and return this form in the envelope provided).  
No  This is a **vacant** home (stop and return this form in the envelope provided).  
No  This home is a rental property, and I **am the owner** (please complete the information on the back of this form and return in the envelope provided).

**3. How many people reside at this household, including children and adults?**

**4. What was the household income in 2016? (see below what is considered household income)**

\$ \_\_\_\_\_ /month

OR

\$ \_\_\_\_\_ /year

*Income includes:*

1. Gross wages, salary, commissions, and bonuses from all jobs of residents 15 or older (prior to state and federal taxes).
2. Farm or non-farm business, professional practice, or partnership net income
3. Social Security or supplemental security income, public assistance, retirement plans, veteran's payments, child support, alimony, unemployment benefits, interest income, survivor or disability pensions, or any other source of income received regularly.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2a. *(Continued from front page)* If property is a rental, please complete the information below:

**Property Rental Information**

Renter's Name:	_____
Mailing Address:	_____
	_____
	_____
Service Address:	_____
	_____
	_____

**Please return this survey in the enclosed postage-paid envelope.**

**BECKWOURTH COMMUNITY SERVICE AREA  
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT**  
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323  
Robert A. Perreault, Jr., P.E., County Engineer and Manager, BCSA  
Rob Thorman, P.E., Assistant Engineer, BCSA

**Beckwourth CSA Sewer District**

**Questions/Answers**

**Public Informational Meeting – August 24, 2017**

**• What is the Status of the Beckwourth CSA Sewer District?**

*The BCSA sewer pumping station is about 50 years old. Not surprising, it is now in need of replacement. The sewer pipe network, as demonstrated during last winter's storms, are in serious need of replacement. The sewer rates have not been raised in over 30 years and the current sewer rate structure is neither sustainable for current operations nor for future capital improvements, such as pump station replacement and sewer line replacement, including needed engineering designs and construction costs. Financially, the BCSA is broke!*

**• What is the solution?**

*The BCSA Governing Board (same as the Plumas County Supervisors) have concurred with staff that the best approach is to (1) **raise the sewer rates a reasonable amount** for operations and to simultaneously work with agencies to (2) **apply for project grants** to replace the pump station and repair/replace the sewer pipes, thus avoiding the need for users to pay for major construction costs.*

**• How is the 2-step solution to be implemented?**

*The 2 steps are interrelated and are proceeding forward at the same time, to accomplish the following tasks, in the following order:*

- 1. Complete the "Median Household Income Study;" (Completion of additional "Income Surveys" are necessary in order for the BCSA to qualify for consideration of future grants.)**
- 2. Then, the agencies can determine if the BCSA is eligible for a grant.**
- 3. Then, the "Engineer's Report can be finalized;"**
- 4. Then, the Supervisors can establish a new sewer rate;**
- 5. Then, a Proposition 218 Hearing can be scheduled after a 45-day public notice period;**
- 6. Then, a new rate can become effective (likely, by the end of 2017);**
- 7. As #3-#6 are being completed, applications for grant funding can be prepared.**
- 8. Then, the agencies can evaluate the applications for grant funding.**
- 9. The BCSA will thereafter be financially solvent for the long term future.**

**• Who will see financial information provided on the median household income survey?**

*Only RCAC will confidentially compile financial information for the survey. No County official whatsoever will be able to view any individual or personal financial information.*

- **Will my sewer bill be increasing?**

*The sewer rates have not been raised in over 30 years and the current rate structure is neither sustainable for current operations nor for future capital improvements, such as sewer line replacement, pump station maintenance and replacement. Without grant funding, the rates will need to be raised even higher to pay for pump station and sewer pipe replacements.*

- **What is an Engineer's Report and why must this be completed?**

*An Engineer's Report is required by law to be prepared when it appears necessary to raise sewer rates.*

- **Why is grant funding being sought for the Beckwourth Sewer District?**

*Grant funding is being sought for the replacement of the aging sewer pump station that pumps sewage to the sewer ponds south of Highway 70. This pump station dates back to the early 1970's and has reached the end of its useful life. Without grant funding, the rate payers of Beckwourth CSA would be required to pay the cost of pump station replacement.*

- **Why is a Median Household Income Study required?**

*Census data may be used to determine median household income, but the census information does not show information specifically for Beckwourth. Further, the existing census data combines Beckwourth with Grizzly Ranch Subdivision and south Lake Davis area, which skews the median household income to be higher. A median household income study is very beneficial in demonstrating the justification for grants. There is a significant difference between a grant (which does not require repayment) and a loan (which does require repayment).*

- **What do disadvantaged community and severely disadvantaged community mean?**

*Disadvantaged community means that the median household income for an area is less than 80% of state median household income. Severely disadvantaged would be less than 60% of state median household income. There is a reason to believe that Beckwourth CSA will be classified as disadvantaged community or even severely disadvantaged community.*

- **Why is a sewer rate study required?**

*One requirement in applying for grants is that the sewer district must demonstrate that it has sufficient funding to operate and maintain the grant funded improvements.*

- **What happens if the 90% required return rate on the median household income survey is not achieved?**

*If 90% of surveys are not returned then the survey will not be valid and efforts to obtain grant funding will be severely limited. If grant funding is not obtained, the sewer district rate payers will be required to pay for pump station replacement and sewer pipe replacements.*

## **Exhibit D**

### **Median Household Income Data Beckwourth Community Services District**

**Exhibit D: Median Household Income (MHI) Data  
for Beckwourth Community Services Area**

Survey Ascending Order	Survey Number	Primary Residence	# of People in Residence	Annual Income Dollars	Survey Date
1	BEC-15	YES	1	\$10,800	9/19/17
2	BEC-60	YES	2	\$12,000	8/25/17
3	BEC-67	YES	1	\$13,200	9/19/17
4	BEC-49	YES	2	\$13,800	9/11/17
5	BEC-74	YES	5	\$14,000	9/11/17
6	BEC-10	YES	1	\$15,216	5/24/17
7	BEC-44	YES	1	\$15,960	8/25/17
8	BEC-05	YES	2	\$17,988	9/5/17
9	BEC-01	YES	2	\$18,000	5/16/17
10	BEC-06	YES	1	\$18,000	6/2/17
11	BEC-25	YES	2	\$18,074	5/18/17
12	BEC-40	YES	1	\$20,000	7/18/17
13	BEC-14	YES	3	\$21,000	6/12/17
14	BEC-53	YES	2	\$21,600	6/1/17
15	BEC-68	YES	2	\$22,000	9/1/17
16	BEC-33	YES	1	\$23,256	5/16/17
17	BEC-76	YES	2	\$24,000	7/8/17
18	BEC-69	YES	2	\$25,000	6/2/17
19	BEC-09	YES	2	\$26,678	5/15/17
20	BEC-46	YES	4	\$28,944	5/16/17
21	BEC-35	YES	1	\$30,000	7/9/17
22	BEC-73	YES	1	\$30,000	6/1/17
23	BEC-03	YES	1	\$31,296	9/19/17
24	BEC-22	YES	1	\$32,000	7/8/17
25	BEC-13	YES	3	\$32,712	5/16/17
26	BEC-34	YES	1	\$36,000	7/8/17
27	BEC-59	YES	2	\$38,400	5/16/17
28	BEC-21	YES	3	\$40,000	8/25/17
29	BEC-51	YES	3	\$42,000	8/25/17
30	BEC-52	YES	1	\$42,000	6/17/17
31	BEC-28	YES	2	\$46,000	7/8/17
32	BEC-64	YES	1	\$48,000	5/24/17
33	BEC-31	YES	3	\$50,000	7/9/17
34	BEC-55	YES	1	\$50,000	9/5/17

35	BEC-70	YES	7	\$65,000	8/25/17
36	BEC-38	YES	5	\$66,432	7/7/17
37	BEC-12	YES	3	\$72,000	9/26/17
38	BEC-08	YES	2	\$85,000	7/8/17
39	BEC-19	YES	2	\$100,000	6/5/17
40	BEC-75	YES	2	\$102,000	7/8/17
41	BEC-63	YES	2	\$116,000	5/30/17
42	BEC-04	YES	4	\$130,000	8/25/17

***Ascending Order Number 21, Survey Number BEC-35, with a household income of \$30,000.***

***The median household income for Beckwourth CSA is \$30,000.***

The 42 responses account for a **91.3 percent response rate**. The median household income for Beckwourth Community Service Area is on line 21 (in ascending order), survey number BEC-35 with a median household income of \$30,000.

***The median household income for Beckwourth Community Service Area is \$30,000.***

# APPENDIX J

## Waste Water Rate Study prepared for the BCSA by RCAC

# Beckwourth County Service Area

## Wastewater Rate Study

October, 2017

State of California State Water Resources Control City Council  
Proposition 1 Water Bond  
Comprehensive Assistance to Tribal and Small Systems Project  
Agreement Number: D1612801  
TA Workplan Number: 5204-A

**Presented by:** Rural Community Assistance Corporation (RCAC)

**Funded by:** State Water Resources Control Board





October 12, 2017

Elvira Reyes  
State Water Resources Control City Council - Division of Financial Assistance  
1001 I St. 16th Floor  
PO Box 944212  
Sacramento, CA 95814

Subject: Beckwourth CSA, Wastewater Rate Study  
Prop 1 Agreement No. D1612801 / TA Work Plan No. 5204-A

Dear Elvira:

Enclosed please find the printed final report of the Beckwourth County Service Area.

The report will be presented to the Plumas County Board of Supervisors on November 7<sup>th</sup>, 2017. RCAC will then assist the County with the Prop 218 process. If you have any additional questions, feel free to contact me at 916/447-9832, Ext 1032 or John Van den Bergh at 916/917-4284.

Sincerely,

*Ari Newman*

Ari Newman  
RCAC, Assistant Director  
Community & Environmental Services

Enclosure: Beckwourth 2017 Wastewater Rate Study

CC: Rob Thorman, P.E., Associate Engineer, Plumas County Department of Public Works, 55 West Main Street • Quincy, CA 95971

## TABLE OF CONTENTS

---

Beckwourth County Service Area .....	4
Community.....	4
District.....	4
Facilities .....	5
Customers .....	5
Current Processing Capacity .....	6
Regulatory Compliance.....	6
Current Revenue and Expenditures.....	6
Line of Credit from Plumas County.....	7
Disclaimer .....	7
Guiding Principles of this Rate Study .....	7
Sustainability.....	7
Fair .....	7
Justifiable .....	7
Purpose of this study .....	8
Supervisor's Decision .....	8
Rate Study Process.....	8
Capital Replacement Program .....	10
Source of the Data .....	10
Sources of Funding.....	10
Description.....	10
Alternative .....	10
Budget.....	11
Source .....	11
Debt Service.....	11
Reserve Funding.....	11
Alternatives.....	12
Investments .....	12
Equivalent Dwelling Units (EDU).....	12
What is an EDU?.....	12
Conversion of all customers to EDUs.....	12

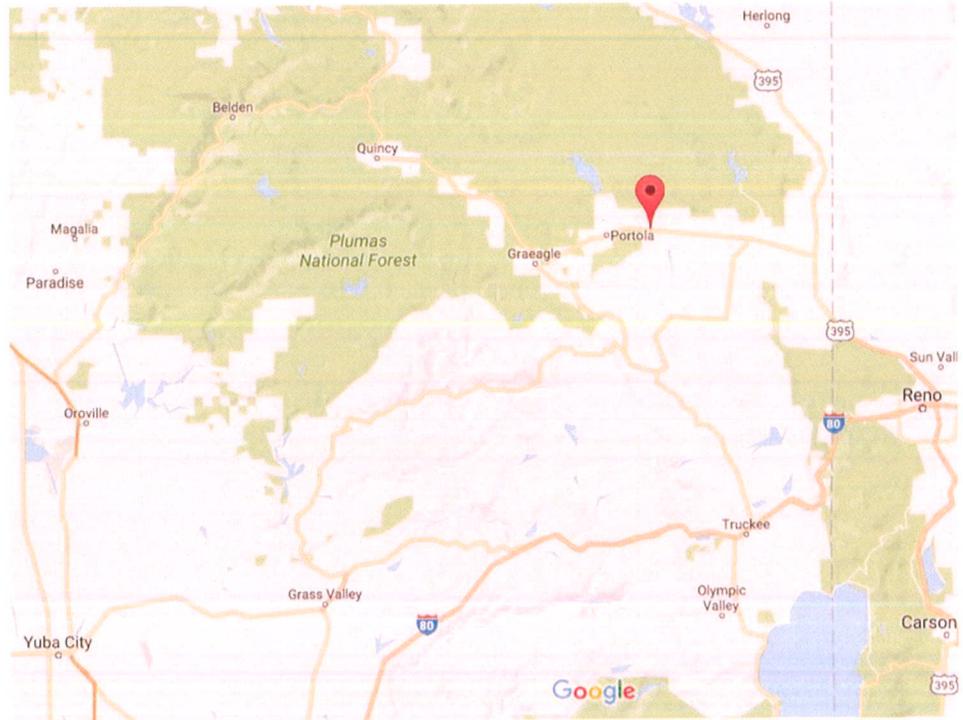
---

Sewer Rate Calculation .....	13
Number of customers and EDU .....	13
Expenses and Suggested new Rate .....	14
Rate Recommended.....	14
Impact on Budget.....	14
Contribution to Reserves .....	14
Affordability .....	14
Budget Summary.....	15
Alternative .....	15
Board Action .....	16
Proposition 13.....	16
Proposition 218.....	16
Proposition 218 Compliance.....	16
Start the process .....	16
Hearing.....	17
Implementation .....	17
Annual Review of EDUs by the County .....	17
Proposed Assessment Rules: .....	17
Reserve Funds .....	18
Exhibits.....	19

## BECKWOURTH COUNTY SERVICE AREA

### Community

Beckwourth is an unincorporated community located in Plumas County, approximately 45 miles east of Quincy and 45 miles northwest of Reno. State Highway 70 runs east and west along the southern portion of the community and is the main arterial in Beckwourth.



The population for the area was 432 at the 2010 census, up from 342 at the 2000 census. State facilities in the town include a Caltrans Maintenance Station and the Northern Water Office-Beckwourth of the California Department of Water Resources.

The median income for a household as surveyed by RCAC in September 2017 is \$30,000.

This region experiences warm (but not hot) and dry summers, with no average monthly temperatures above 84 °F.

### District

The Beckwourth County Service Area (BCSA) was formed on December 29, 1967, by Plumas County Resolution No. 1790, adopted by the Plumas County Board of Supervisors. At that time, the Beckwourth community was served by deteriorating individual septic systems and leaching fields, wherein effluent surfaced in some areas and was running down ditches. In addition, contamination from the leach fields had been observed in a few wells.

The BCSA was given the power by LAFCo to establish a sanitary sewer collection system, treatment plant and domestic water supply system. To date, however, the BCSA has not initiated water services since all potential customers in the area are currently on private wells.

Plumas County submitted a Report of Waste Discharge on February 18, 1971, to the Regional Water Quality Control Board. On July 29, 1971, Plumas County received an official copy of Waste Discharge Requirements for the BCSA and was adopted by Order No. 72-7. Subsequent Waste Discharge Requirements for the BCSA were adopted by Order No. 85-336 on December 6, 1985, and Order No. 96-135 on May 3, 1996.



The District is managed by the County Engineering Department. The County Engineer acts as the District's General Manager. The day-to-day operations of the District are managed by three part time Engineering Department employees and one part time operator employee.

### **Facilities**

The sewer system includes four (4) oxidation ponds that were built in 1973 and 1974. The BCSA operates primarily out of two ponds and uses the other two ponds as backup. Each pond has the capacity to hold 1 acre-foot of effluent.

The BCSA operates and maintains one lift station and a gravity sewer collection system of 11,000 linear feet of six inch (6") and 400 linear feet of eight inch (8") asbestos cement pipe with appurtenances, one lift station pumping into 2,650 linear feet of six inch (6") pressurized asbestos cement pipe all dating from 1969. In 1980, additional gravity sewer of 1,800 linear feet of six inch (6") asbestos cement pipe was added to the eastern part of Beckwourth. In 1999, 3,150 linear feet of three inch (3") and 2,300 linear feet of two inch (2") pressurized PVC pipe was added from the "Industrial Way" area of Beckwourth. In 2012, 6,000 linear feet of four inch (4") PVC pipe was constructed from the Nervino Airport area of Beckwourth. In 2016, 500 linear feet of one and one half inch (1.5") polyethylene pipe was constructed from Care Flight base on Nervino Airport to the pressure main along North Industrial Way.

### **Customers**

The BCSA provides sewer services to properties within its sphere of influence that includes approximately 100 people, including 52 residential connections and 8 commercial connections. The commercial connections include one restaurant

(currently closed), a trailer park, a public works maintenance yard, a Division of Water Resources office, a Caltrans yard and office, a construction yard, a propane tank business, a small private school, and some private business offices. There are six industrial connections located within the service area, including the U.S. Forest Service (USFS) Fire Center, and Care Flight crew quarters.

### **Current Processing Capacity**

BCSA is limited by a discharge agreement with the State, to a 30-day average, daily dry weather discharge flow, which shall not exceed 20,000 gallons. The current capacity is more than sufficient to service the minimal growth expected. No expansion of the plant is needed.

### **Regulatory Compliance**

On 10/26/16, the BCSA was issued an order by the Central Valley Regional Water Quality Control Board to develop a work plan to:

- Pump out of Lift Station tank and cleaning/safety evaluation of lift station interior
- Pump out of effluent tank, restoration of tank lid & riser; including sampling port
- Berm mowing and removal of woody vegetation from berms/ponds
- Purchase of a debris screen for lift station

A work plan was submitted on 12/21/2016.

### **Current Revenue and Expenditures**

The BCSA has been under financial stress for the past several years. Current sewer fees have not been updated since 1983. Costs of operating the BCSA have increased substantially since 1983.

BCSA current rates for wastewater service are as follows:

- \$12.75 per quarter for private residences
- \$33 per quarter for bars, restaurants and lodge halls
- \$18 per quarter for grocery stores, gas stations and garages
- \$3 per quarter per room at a hotel or per trailer space in a trailer park
- \$33 per quarter for public agencies

Currently there are 52 residential, 8 commercial/public, 6 stores/garage, and 31 trailer park spaces billed at the rates above. This generates quarterly revenues of \$1,128, or \$4,512 per year. In addition a connection fee is also charged for new service. These fees are not enough to meet the increasing expenses to maintain the sewer system.

Over the last ten fiscal years, the annual expenses have been higher than the revenue by an average of \$9,705. More recently over the past 5 years, the yearly expenses have been greater than the revenue by an average of \$13,618. The trend clearly shows that over the past ten years, the Beckwourth CSA's expenditures have consistently been more than the revenue and have consequently reduced the cash balance down to essentially zero in fiscal year 2015-16.

### **Line of Credit from Plumas County**

Consequently, the Beckwourth CSA was forced to ask for a loan of \$15,000 from the County general fund on March 7, 2016. A condition of the loan is that repayment is required no later than June 30, 2019.

For this rate study, we will assume that the \$15,000 loan will be paid in two installments of \$7,500.

In the summer of 2017, the system was lent an additional \$26,000, which needs to be repaid in three installments of \$8,667.00, starting in 2019.

### **Disclaimer**

The recommendations contained in this rate study are based on financial information provided to RCAC by Plumas County. Although every effort was made to assure the reliability of this information, no warranty is expressed or implied as to the correctness, accuracy or completeness of the information contained herein.

Any opinions, findings, and conclusions or recommendations expressed in this material are solely the responsibility of the authors and do not necessarily represent the official views of the SWRCB.

For accounting advice, a CPA should be consulted. For legal advice, the County should seek the advice of an attorney.

<b>GUIDING PRINCIPLES OF THIS RATE STUDY</b>	<b>Sustainability</b>
	Rates should cover the costs to the system to allow it to provide services now, and in the foreseeable future. Reliance on state or federal funds should be avoided as much as possible as future funding is uncertain and will become less and less likely. Operational expenses can never be funded through grants.

It is assumed in this rate study that the BCSA wishes to be financially self-sufficient.

### **Fair**

Rates should be fair to all rate payers. No single rate payer or group of rate payers should be singled out for different rates. Therefore, the proposed rates are based on EDUs (Equivalent Dwelling Units). EPA has tables that convert non-residential uses to Dwelling Units. The EPA sewer EDU table is attached as Exhibit 3.

The District should not charge more for wastewater than the cost to provide the service. However, the costs should include: operations, repairs, interest, loan principal, fines, replacement costs, and all other costs related to the collection, treatment and disposal of wastewater, now and in the foreseeable future.

Unreasonably low rates for current customers will require unreasonably high rates for future customers, which should be avoided.

### **Justifiable**

Water rates must be based on actual needs of the BCSA. Revenue generated from wastewater rates can't be used for anything else but to pay for the costs of

collecting, treating and disposal of wastewater within its service area, plus any administrative costs.

### **Purpose of this study**

The purposes of this study are:

- Ensure the financial strength of the BCSA well into the future
- Maintain financial self-sufficiency
- Expose the need to set reserves aside for future replacement of failing components
- Identify any other financial weaknesses of the BCSA

### **Supervisor's Decision**

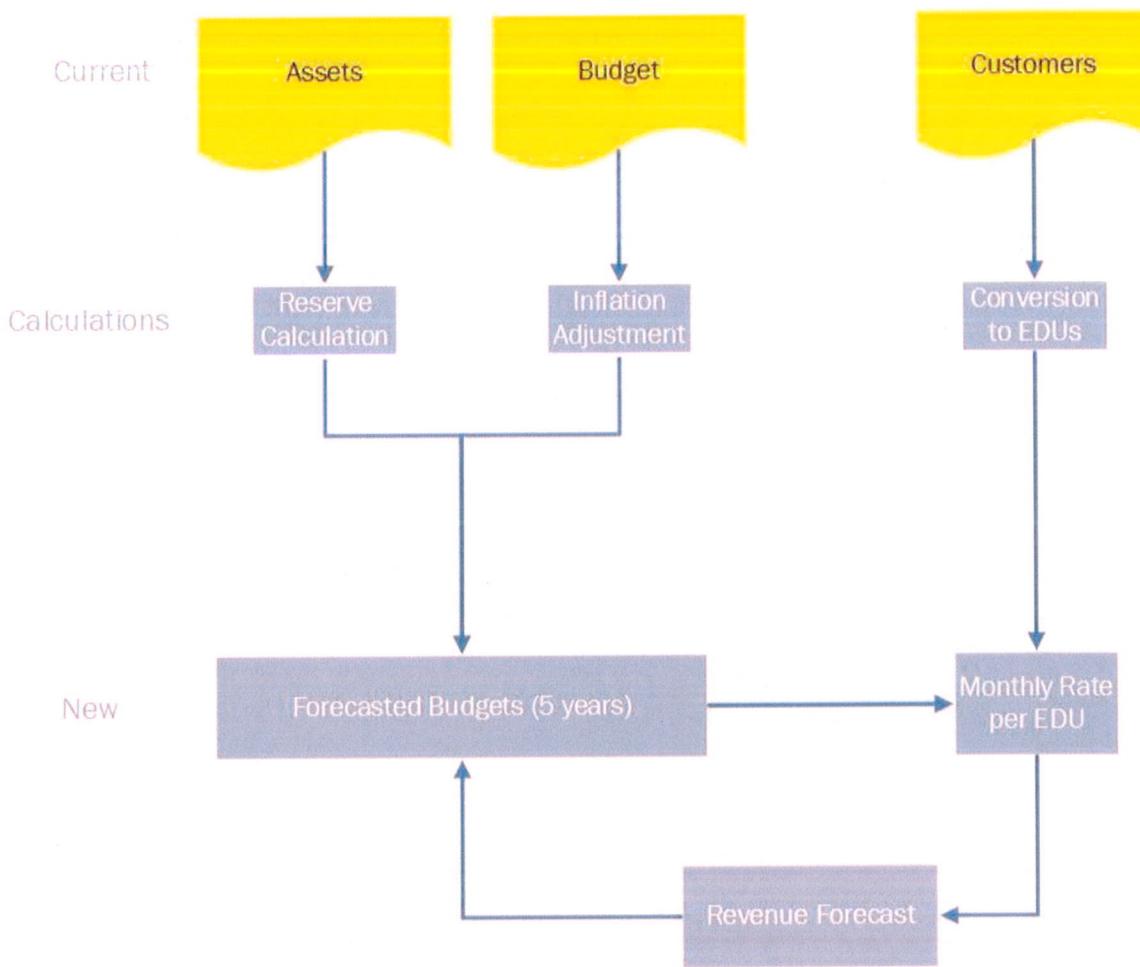
While this document recommends certain rates, the ultimate decision rests with the BCSA Governing Board. However, the Board has a fiduciary responsibility to set the rates at such a level that the BCSA will be able to continue to operate in the future, including providing funds to replace all parts of the system as they wear out.

**RATE STUDY** The figure<sup>1</sup> on the next page explains the process of setting wastewater rates.

**PROCESS** We begin with the list of all capitalized assets, the current budget and the current list of customers, as provided by Plumas County.

---

<sup>1</sup> In this report all yellow cells contain data obtained outside the model. All blue cells are calculated.



From the list of assets the required, reserves are calculated (Section 4 of this report) and fed into a 5-year Budget Projection (Section 5).

The Budget is adjusted for 2% inflation. The Budget also includes loan payments, capital reserves and emergency reserves.

All customers are converted to EDUs as per EPA tables (Exhibit 4).

The expenses, including the reserve requirements, are then allocated among the total of the EDUs. If the resulting rates don't balance the 5-year forecasted budget, an appropriate rate is discussed and entered into the model. The model then calculates the shortfall in the budget and resulting shortfall in the ability to replace the failing components of the wastewater system.

To lessen the impact on BCSA customers, the higher rates could be billed monthly instead of quarterly.

The proposed rates in this study are MONTHLY rates. Should the County wish to bill quarterly, multiply the proposed rates by three.

## **CAPITAL REPLACEMENT PROGRAM**

### **Source of the Data**

The data in the Capital Replacement Program (CRP) comes from the data supplied by the County, the engineer, and AWWA standards. It is shown in Exhibit 1.

The list of the components, their installation date and their original costs were all supplied by the County.

The Normal Estimated Life is based on AWWA standards and adjusted for the actual conditions of the component.

The Estimated Remaining Life is based on the best judgement of the operator, the engineer and RCAC, after a visual inspection of the condition of the component.

Only assets that will need to be replaced in the future are included in the calculation. Assets that will not be replaced, are ignored for these rate calculations.

### **Sources of Funding**

Funding of the replacement of components can only come from cash saved by the BCSA, a grant or a loan.

While the possibility of receiving substantial grants to replace certain components of the system is good at this time, these possibilities will diminish over time as government funding capabilities will diminish.

The current Median Household Income (MHI) of \$30,000 makes Beckwourth a "Severely Disadvantaged Community", which qualifies it for 100% grant funding of many construction or replacement projects. However, this window of grant opportunity is closing and cannot be counted on for all future replacement projects.

Operating expenses can never be financed with grants.

This study assumes that small items, costing less than \$5,000, will be funded with cash and larger replacement projects will be funded with 3% cash and 97% grant. The study assumes also, that no additional loans (other than the county loan) will be needed.

### **Description**

The CRP provides us with a detail of the reserves needed to replace the capital assets: which asset must be replaced, and when and how much will need to be set aside each year to fund that replacement.

The total line of the CRP table (Exhibit 1, \$18,963) is the amount the BCSA must put aside each year to be able to fund the replacement of equipment of the wastewater system.

### **Alternative**

If the Board decides not to fund the annual capital reserve requirement of \$18,863, the BCSA will have to come up with these amounts from other sources, or from steeper rate increases in future years. The BCSA can't count on the future generosity of the state or other government sources to provide any

substantial grants, yet for this rate study, it is assumed that large replacement projects will be funded with 97% grant and only 3% with internal cash.

It will require a substantial effort of the staff to obtain these grants. The amount of grants obtained for future projects has a large impact on the rates. Therefore this study recommends a new rate study whenever a major construction project is started, or within 5 years, whichever is sooner.

## **BUDGET      Source**

All expenses shown in Exhibit 2 (5-Year Budget sheet) are based on the BCSA's 2017 Budget.

The reserve amounts for the Capital Replacement Program amount comes from the Reserves sheet (Exhibit 1).

The County performs certain administrative functions for the BCSA. In consultation with the engineering staff, it was decided to charge BCSA \$5,000 per year for this overhead.

The Cash Revenue shown is a calculated number based on:

- The new rates selected
- Current debt service
- An annual inflation factor of 2%
- Funding of Reserves

### **Debt Service**

There are two loans that should be included in the rate calculation<sup>2</sup>:

Description	Annual Payment	Maturity	
County loan (New Loan from County	\$7,500	2019	Original amount: \$15,000
	\$8,667	2020	Original amount: \$26,000

Should the County be willing to extend the loan payments over a 5 year term, monthly sewer rates for Beckwourth could be reduced by \$2 per month.

### **Reserve Funding**

There are four types of reserves the District must consider:

1. Debt Reserve: This reserve is mandated by outside lenders. BCSA has no outside debt, hence no debt reserves.
2. Operating Reserve: Operating reserves are established to provide the District with the ability to withstand short term cash-flow fluctuations. A 45-day operating reserve is a frequently used industry norm. However, since all BCSA expenses are paid through the County's general bank account, BCSA need not keep an Operating Reserve.

---

<sup>2</sup> All yellow fields contain data provided by the BCSA and entered into the Excel model. Blue fields contain calculate numbers.

3. Emergency Reserve: Emergency reserves are intended to help utilities deal with short-term emergencies, such as main breaks or pump failures. An emergency is to fund the immediate replacement or reconstruction of the system's single most critical asset. We estimate that \$10,000 would be sufficient for emergency reserves for the waste system. The BCSA has no Emergency Reserves. Hence, we added \$2,000 per year to the budget of the next 5 years, to build up BCSA's Emergency Reserve.
4. Capital Replacement Reserve: This reserve is strictly to be used to fund the District portion of any replacement of capital assets that are worn out. The annual reserve requirement of the Capital Replacement Program was calculated in the previous section of this report. (Exhibit 1)

#### **Alternatives**

If the board does not fully fund its budget by setting appropriate sewer rates, it does not mean that the District can't pay its bills. It simply means that the District is not providing for future replacement of the capital assets and will not be able to guarantee the continuing operation of the wastewater system.

The board has a fiduciary responsibility to set rates to a level where the District can continue to operate and provide sewer services for the foreseeable future.

#### **Investments**

With the proposed rates, cash will accumulate in the BCSA operating account at the county. Periodically, any excess funds should be transferred to the reserve accounts.

Funds in the Emergency Reserve account must be kept liquid, in case the funds are needed in an emergency.

Funds in the Capital Reserve account can be invested for a longer period of time, according to the replacement schedule in Exhibit 1.

The County should establish policies to transfer these excess funds to the appropriate reserve accounts for BCSA. These reserves should not be used for any other purposes than for the BCSA.

#### **EQUIVALENT DWELLING UNITS (EDU)**

##### **What is an EDU?**

Rates must be fair. Therefore, people should only pay for what they use. Large producers of sewage should pay more than people who don't produce much sewage.

The EPA has created tables that convert all types of users to a common standard; one residential unit (EDU). The EPA table is attached as Exhibit 3.

##### **Conversion of all customers to EDUs**

BCSA staff has converted all customers to EDUs, according to EPA tables, as shown in Exhibit 4.

## SEWER RATE CALCULATION

Number of EDUs	92				
Current Rate per EDU, per month	\$4.25				
Year	2017	2018	2019	2020	2021
Expenses	\$69,380	\$69,925	\$57,577	\$44,544	\$45,122
Rate Necessary to Balance the Budget	\$55.22	\$55.63	\$44.31	\$32.38	\$32.75
Rate Increase Needed to Balance	1202%	0.73%	-20.33%	-26.93%	1.13%
<b>Rate Recommended (per EDU)</b>	\$44.50	\$44.50	\$44.50	\$44.50	\$44.50
Percentage Increase	949.5%	0.0%	0.0%	0.0%	0.0%
Income Generated by Selected Rates	\$57,516	\$57,615	\$57,782	\$57,953	\$58,127
<b>Net Loss or Gain</b>	(\$11,863)	(\$12,310)	\$205	\$13,409	\$13,005
Balanced Budget?	No	No	Yes	Yes	Yes
<b>Contributions to Reserves</b>	\$9,100	\$8,653	\$15,765	\$24,035	\$23,631
Target Contribution to Reserves	\$20,963	\$20,963	\$15,559	\$10,626	\$10,626
Meet Target Contribution?	No	No	Yes	Yes	Yes
<b>Positive Cashflow?</b>	Yes	Yes	Yes	Yes	Yes
<b>Affordability</b>					
Median Household Income	30,000				
Affordability	1.78%	1.78%	1.78%	1.78%	1.78%
Affordable? (Between 1.5% and 4%)	Yes	Yes	Yes	Yes	Yes

### Number of customers and EDU

There are 75 parcels connected to the sewer system. However, some have commercial operations, which bring the total EDUs to 92 (See Exhibit 4.)

The only parcels not billed are tax exempt parcels, as determined by the County (Southern Pacific Co. and County-owned property.)

There is no “standby” or “availability” fee. Parcels without a connection (or a capped connection) are not billed.

The total number of connections and EDUs is not expected to change over the next five years.

However, the EDUs should be reviewed every year to make sure all parcels are billed the correct EDUs. (See Exhibit 3)

### **Expenses and Suggested new Rate**

The Budget in Exhibit 2 calculated the Total Expenses for the next five years. Dividing the expenses among the 92 EDUs gives us a rate per EDU (red numbers in the table above).

### **Rate Recommended**

RCAC, in consultation with the Plumas County Engineering staff recommends a one-time rate increase to \$44.50 per month.

Rates between \$36.40 and \$44.50 do not fully fund capital reserves.

Rates below \$36.40 cause cash flow problems and should be avoided.

### **Impact on Budget**

The new rate will not balance the budget in the next two years.

Causes of the deficit:

- Loan payments to the County
- Substantial need to build up reserves during these first two years to pay for BCSA's share of the replacements of some pipe, pump station and manholes in the next 2-3 years.

In years 3 through 5, the budget will balance and the deficits run in the first two years are made up.

The proposed rates will generate positive cash flow from the first year on.

### **Contribution to Reserves**

Contribution to Reserves is the amount available for reserves, after all expenses have been paid. It is \$9,300 in the first year and climbs to \$23,600 in the fifth year. This is sufficient to pay the estimated BCSA's share of all replacement expenses.

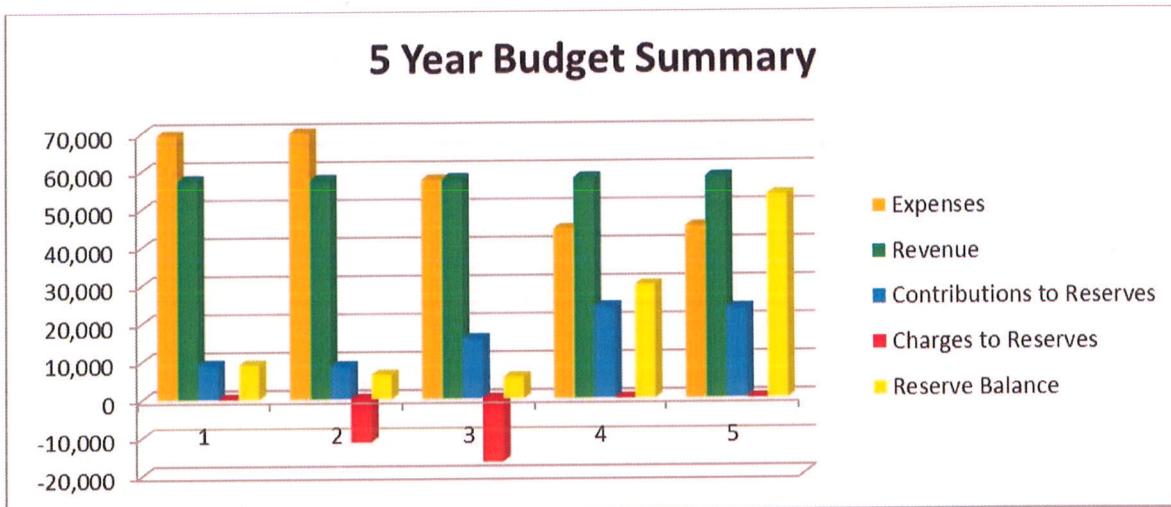
The proposed budget includes the calculated reserves (Exhibit I). Be aware that we have assumed that we will fund capital replacement with 3% cash and 97% grant, but no loans. If the actual funding does not follow this pattern, the budget may not balance.

This puts pressure on staff to obtain the grants necessary to balance the budget.

### **Affordability**

The proposed rate generates an affordability index of 1.7%. This means that 1.7% of the Median Household Income (MHI) is spent on waste water services. To be eligible for state grants and loans, the minimum rate should be 1.5% of MHI.

## Budget Summary



- Expenses (orange bar) grow at the rate of inflation, after the county loans are paid off
- Revenue (green bar) remains flat
- Contributions to Reserves (blue bar) climb slightly
- Charges to Reserves (red bar) are the replacement costs of certain assets, according to the CRP
- The Reserve Balance<sup>3</sup> (yellow bar) is the total amount of all reserves

The red bars indicate the withdrawals from your reserves. These withdrawals are a good indication of the maturities of the CDs you may want to invest in.

The proposed rates provide for a stable financial future.

A new rate study should be done in five years.

#### Alternative

Should the BCSA not raise the rates as recommended, or the community would vote against the proposal as is provided in the Prop 218 procedures, the BCSA will be severely impacted:

- The County may not be willing to lend any additional funds
- The BCSA may not be able to provide sewer services, and be unable to maintain the system
- BCSA may be fined
- Eventually the take-over of the sewer operation by the state and
- Sale of the system to a private entity and the loss of local control over the system and rates.

<sup>3</sup> Total Reserves (Capital Replacement Reserves, Emergency Reserves, Debt Reserves, etc.)

## BOARD ACTION **Proposition 13**

Proposition 13 was passed by nearly two-thirds of California's voters, reducing property taxes by about 57%. Property tax value was rolled back and frozen at the 1976 assessed value level, with property tax increase limited to 2% increase per year unless sold. Proposition 13 also capped, with limited exceptions, ad valorem property tax rates at one percent of full cash value at time of acquisition. To increase state revenue, approval of two-thirds vote of each house of the legislature. Local "Special" taxes require approval of two-thirds of the voters.

## **Proposition 218**

Proposition 218 was passed in 1996, the "Right to Vote on Taxes Act". It limits the methods by which local governments can create or increase taxes, fees and charges without taxpayer consent. It requires voter approval of almost all local taxes, including assessments, and certain user fees, including wastewater rates. It requires notification of affected property owners, a formal protest hearing, and in most cases a vote by property owners.

## **Proposition 218 Compliance**

Proposition 218 and California Constitution Provisions Article XIII D section 6 requires the agency shall provide written notice to the record owner of each identified parcel upon which the fee or charge is proposed:

- The amount of the fee or charge proposed to be imposed upon each
- The basis upon which the amount of the proposed fee or charge was calculated
- The reason for the fee or charge
- Together with the date, time and location of the public hearing on the proposed fee or charge.

The agency shall conduct a public hearing on the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition.

At the public hearing, the agency must hear and consider all public comments regarding the fees, but only written protests submitted prior to the close of the public hearing shall be considered when determining whether a majority protest against the imposition of the fees exists.

Upon the conclusion of the public hearing, if written protests against fee increase are not presented by a majority of property owners, the legislative body may proceed with imposing the fee increase. Only one written protest per parcel is allowed, filed by an owner or a tenant of the parcel.

## **Start the process**

The County must follow Proposition 218 (Exhibit 6) in implementing the wastewater rates. The Board must have a hearing and pass a resolution that includes:

1. The selected rates

2. Approve of the wording of the Prop 218 Notice (Sample in English and Spanish as shown in Exhibit 8 and emailed to the County for editing.)
3. Set a date for the Notices to be mailed to all the property owners and renters within the District. (No need to send them registered mail. Send the Notices to all “property owners of record”. Your County Tax Collector or Assessor can provide you with a list of addresses and address labels. Note that “property owners”, include vacant parcels and parcels not hooked to the sewers.)
4. Set a due date for the protest votes to be received, at least 45 days after the Notices are mailed.
5. At the second meeting, the board must plan to take testimony. You may want to set multiple hearing dates or “educational meetings<sup>4</sup>” to explain the rate increases to the public.
6. Set an effective date for the proposed rates and fees.

#### **Hearing**

At the due date of the protest votes, tally the protest votes. If more than half of the parcel owners protest (one vote per parcel); then the Board cannot adopt the rates proposed in step 1, but must

- keep the rates unchanged,
- or repeat the process starting with step 1.

If multiple renters or owners send in a protest vote, only ONE is counted per parcel.

If less than half of the property owners protest, the board can adopt the rates and fees. At that time in the process, the board can only accept or reject the proposed rates and fees—they cannot change<sup>5</sup> them (unless steps 1-6 are repeated.)

#### **IMPLEMENTATION Annual Review of EDUs by the County**

Once each year, all the parcels should be visited to make sure that the correct EDUs are charged. For example:

- Is there a change in the number of hookups at the mobile home park?
- Are there any new or closed business in town?
- Have businesses expanded or laid off people?

#### **Proposed Assessment Rules:**

1. When a parcel is capped, it is considered vacant. When it is not capped it will be charged for sewer until the property owner notifies the County, in writing, that the sewer lines has been capped.

---

<sup>4</sup> “Hearings” imply the presence of the Board and require an agenda and the appropriate notices. “Education Meetings” can be presented by staff, without the presence of Board members or an agenda.

<sup>5</sup> Neither raise nor lower them.

2. Railway lines are not charged. Any office building of the railway hooked up to the sewer system will be charged as an office (Rate Code #47) See Exhibit 3 for all Rate Codes.
3. Some properties have multiple uses. Examples:
  - a. House + mobile home (#1 + #4)
  - b. An office building with mobile homes and a trailer park and laundromat (#47 + #4 + #49 + #38)
  - c. A church with a dancehall (#18 + #20)
  - d. A community hall and a RV dump station (#8 + #49)

The EDU for each use will be calculated and added together to arrive a total EDUs for the parcel

4. Seats of restaurants and meeting halls will be counted by the number of seats as posted by the fire Marshall
5. A sewer connection to a garage or outhouse will not be counted, unless they are considered a living unit. A “living unit” consists of a (1) bathroom, (2) cooking facilities and a (3) sleeping area.
6. A sewer connection to an outside laundry room is not counted.
7. A trailer or motorhome NOT hooked up to the sewer is not counted.
8. Abandoned buildings, mobile homes, motor homes, still hooked up to the system are counted<sup>6</sup>.
9. Trailer spaces with hookups will be counted as #49. Trailer spaces in a trailer park without hookups will be counted as #48.

### **Reserve Funds**

Under the new rates you will be collecting more than your operating expenses. By design, funds will accumulate in the BCSA account at the County. When the funds in the account are not needed for normal operations, the County should transfer some of them to the appropriate reserve account, and invest the funds.

The County should have an investment policy and BCSA funds should be protected by this policy.

---

<sup>6</sup> Owner of abandoned buildings should consider capping their sewer connection, and inform the County Public Works Department of their capping.

**EXHIBITS** Exhibit 1. Capital Improvement Program  
Exhibit 2. Five Year Forecasted Budget  
Exhibit 3. EPA Waste Water EDU Table  
Exhibit 4. Assignment of EDUs to APNs  
Exhibit 5. Prop 218 Text

Exhibit 1

## Capital Reserve Calculation

System Name: Beckwourth County Service Area

**Exhibit 1**  
Date: 10/09/17

## Exhibit 2

**Exhibit 3**  
**Environmental Protection Agency (EPA)**  
**Equivalent Dwelling Unit (EDU) Tables for**  
**Sewer Service Provided by EPA**

<b>Description of Sewer Customer</b>	<b>Rate# Unit</b>	<b>Min 1</b>	
		<b>EDU</b>	<b>EDU?</b>
Single Family Dwelling	1 per dwelling	1.000	No
Apartments	2 per apartment	1.000	No
Condominiums	3 per unit	1.000	No
Mobile Homes (free standing)	4 per unit	1.000	No
Mobile Home Parks	5 per home space/lot	1.000	No
Rental Cottages	6 minimum per cottage	0.250	No
Efficiency Rental	7 per unit	0.625	Yes
Assembly Halls	8 per seat	0.005	Yes
Boat Dock indiv. owned w/o dwelling	10 per dock space	0.100	No
Boat Dock indiv. owned w/dwelling	11 per dock space/parcel-lot	1.000	No
Bowling Alleys (no food serv.)	12 per lane	0.188	No
Car Wash automatic	14 per automatic bay	1.500	No
Car Wash manual	15 per manual bay	1.000	No
Church with no kitchen	17 per seat	0.011	Yes
Church with kitchen	18 per seat	0.017	Yes
Country Clubs	19 per person	0.125	Yes
Dance Halls	20 per person	0.005	Yes
Dormitories/Barracks	21 per bed	0.063	No
Drive-In Theatres	22 per car space	0.013	Yes
Factory without showers	24 per employee	0.063	Yes
Factory with showers	25 per employee	0.088	Yes
Food Service restaurant (not 24 hours)	27 per seat	0.088	Yes
Food Service restaurant (24 hour serv.)	28 per seat	0.125	Yes
Food Service banquet rooms	29 per seat	0.013	Yes
Food Service tavern	30 per seat	0.088	Yes
Food Servicedrive-in service	31 per space	0.125	Yes
Food Service restaurant along freeway	32 per seat	0.250	No
Gas (fuel) Station	35 per pump	1.250	No
Hospitals	36 per bed	0.750	No
Institutions	37 per person	0.250	Yes
Laundries (coin operated)	38 per machine	0.350	No
Marina with pump out connected to sewers	40 per dock, rack & storage space	0.100	Yes
Marina with restrooms & showers only	41 per dock, rack & storage space	0.050	Yes
Motels/Sleeping Cabin	42 per unit	0.250	Yes
Nursing & Rest Homes	44 per patient	0.250	Yes
Office Buildings	47 per employee	0.050	Yes
R.V. Parks & Camps (primitive)	48 per space	0.125	Yes
R.V. Park & Camps (full service)	49 per space	0.313	Yes
Recreation Parks	50 per park capacity	0.010	Yes
Retail Store	51 per employee	0.050	Yes
School elementary	53 per pupil	0.038	Yes
School junior & high	54 per pupil	0.050	Yes
Shopping Center	55 per 100 s.f., no food/laundry	0.050	Yes
Swimming pool without showers	57 per swimmer (capacity)	0.010	Yes
Swimming pool with showers	58 per swimmer capacity)	0.018	Yes
Youth and Recreation Camps	59 per person (capacity)	0.125	Yes

## Exhibit 4

EDU Allocation	Assessee	Billing Category	Unit used in Billing Category	# units	Cat #	Min 1 EDU	EDU?	EDUS	Exhibit 4
APN Number									
140-011-001	472 Greeley Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-012-001	326 Greeley	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-012-004	326 myrtle Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-013-001	365 Beckwourth- Genesee Road	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-021-002	275 Greeley Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-021-003	249 Greeley Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-021-004	239 Greeley Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-022-001	274 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-022-002	275 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-022-003	278 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-022-005	301 Beckwourth Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-023-001	333 Myrtle Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-023-004	264 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-023-005	270 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-023-006	325 myrtle Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-023-007	301 Indian Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-024-002	252 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-025-001	255 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-025-002	239 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-025-005	186 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-025-006	180 Main Street	Institutions	per person	3	37	0.250	Yes	1.00	
140-026-001	240 Beckwourth Street	Office Buildings	per employee	6	47	0.050	Yes	1.00	
140-026-003	190 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-026-004	192 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-026-005	198 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-027-001	279 North Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-027-007	208 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-027-008	212 Main Street	Office Buildings	per employee	1	47	0.050	Yes	1.00	
140-031-005	220 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	
140-031-006	218 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00	

140-031-008	219 Greeley Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-031-009	214 Main Street	Assembly Halls	per seat	60	8	0.005	Yes	1.00
140-032-001	223 Main Street	#N/A	#N/A	MU	#N/A	#N/A	2.00	2.00
140-033-001	170 New Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-033-009	202 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-033-009	203 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-033-009	204 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-033-013	209 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-033-014	80921 State Route 70	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-040-003	224 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-041-005	169 Beckwourth- Genesee Road	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-041-009	91 Beckwourth- Genesee Road	#N/A	#N/A	MU	#N/A	#N/A	3.00	3.00
140-041-009	81822 State Route 70	Office Buildings	per employee	6	47	0.050	Yes	1.00
140-041-012	197 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-041-020	<b>81247 State Route 70</b>	R.V. Park & Camps (full service)	per space	31	49	0.313	Yes	9.70
140-041-021	199 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-041-023	191 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-041-028	147 Beckwourth- Genesee Road	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-042-001	80870 State Route 70	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-042-001	80922 State Route 70	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-042-002	80898 State Route 70	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-042-005	81010 State Route 70	Office Buildings	per employee	8	47	0.050	Yes	1.00
140-042-009	81076 State Route 70	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-042-010	81060 State Route 70	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-001	148 Main Street	Institutions	per person	3	37	0.250	Yes	1.00
140-050-006	20 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-011	81027 State Route 70	Institutions	per person	12	37	0.250	Yes	3.00
140-050-013	81170 State Route 70	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-024	106 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-025	80 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-026	50 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-032	166 Somers Isle Lane	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-033	136 Somers Isle Lane	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00
140-050-034	117 Main Street	Single Family Dwelling	per dwelling	1	1	1.000	No	1.00



**Exhibit 5**

**Proposition 218 Certification**

CALIFORNIA CONSTITUTION  
ARTICLE 13C (VOTER APPROVAL FOR LOCAL TAX LEVIES)

SECTION 1. Definitions. As used in this article:

- (a) "General tax" means any tax imposed for general governmental purposes.
- (b) "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity.
- (c) "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.
- (d) "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

CALIFORNIA CONSTITUTION  
ARTICLE 13C (VOTER APPROVAL FOR LOCAL TAX LEVIES)

SEC. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

- (a) All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.
- (b) No local government may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.
- (c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).
- (d) No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

CALIFORNIA CONSTITUTION  
ARTICLE 13C (VOTER APPROVAL FOR LOCAL TAX LEVIES)

SEC. 3. Initiative Power for Local Taxes, Assessments, Fees and Charges. Notwithstanding any other provision of this Constitution, including, but not limited to, Sections 8 and 9 of Article II, the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge. The power of initiative to affect local taxes, assessments, fees and charges shall be applicable to all local governments and neither the Legislature nor any local government charter

shall impose a signature requirement higher than that applicable to statewide statutory initiatives.

CALIFORNIA CONSTITUTION

ARTICLE 13D (ASSESSMENT AND PROPERTY-RELATED FEE REFORM)

SECTION 1. Application. Notwithstanding any other provision of law, the provisions of this article shall apply to all assessments, fees and charges, whether imposed pursuant to state statute or local government charter authority. Nothing in this article or Article XIIIC shall be construed to:

- (a) Provide any new authority to any agency to impose a tax, assessment, fee, or charge.
- (b) Affect existing laws relating to the imposition of fees or charges as a condition of property development.
- (c) Affect existing laws relating to the imposition of timber yield taxes.

CALIFORNIA CONSTITUTION

ARTICLE 13D (ASSESSMENT AND PROPERTY-RELATED FEE REFORM)

SEC. 2. Definitions. As used in this article:

- (a) "Agency" means any local government as defined in subdivision (b) of Section 1 of Article XIIIC.
- (b) "Assessment" means any levy or charge upon real property by an agency for a special benefit conferred upon the real property. "Assessment" includes, but is not limited to, "special assessment," "benefit assessment," "maintenance assessment" and "special assessment tax."
- (c) "Capital cost" means the cost of acquisition, installation, construction, reconstruction, or replacement of a permanent public improvement by an agency.
- (d) "District" means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.
- (e) "Fee" or "charge" means any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service.
- (f) "Maintenance and operation expenses" means the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care, and supervision necessary to properly operate and maintain a permanent public improvement.
- (g) "Property ownership" shall be deemed to include tenancies of real property where tenants are directly liable to pay the assessment, fee, or charge in question.
- (h) "Property-related service" means a public service having a direct relationship to property ownership.
- (i) "Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

CALIFORNIA CONSTITUTION

ARTICLE 13D (ASSESSMENT AND PROPERTY-RELATED FEE REFORM)

SEC. 3. Property Taxes, Assessments, Fees and Charges Limited. (a) No tax, assessment, fee, or charge shall be assessed by any agency upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax imposed pursuant to Article XIII and Article XIII A.

(2) Any special tax receiving a two-thirds vote pursuant to Section 4 of Article XIII A.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

#### CALIFORNIA CONSTITUTION

#### ARTICLE 13D (ASSESSMENT AND PROPERTY-RELATED FEE REFORM)

SEC. 4. Procedures and Requirements for All Assessments. (a) An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel. Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.

(b) All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California.

(c) The amount of the proposed assessment for each identified parcel shall be calculated and the record owner of each parcel shall be given written notice by mail of the proposed assessment, the total amount thereof chargeable to the entire district, the amount chargeable to the owner's particular parcel, the duration of the payments, the reason for the assessment and the basis upon which the amount of the proposed assessment was calculated, together with the date, time, and location of a public hearing on the proposed assessment. Each notice shall also include, in a conspicuous place thereon, a summary of the procedures applicable to the completion, return, and tabulation of the ballots required pursuant to subdivision (d), including a disclosure statement that the existence of a majority protest, as defined in subdivision (e), will result in the assessment not being imposed.

(d) Each notice mailed to owners of identified parcels within the district pursuant to subdivision (c) shall contain a ballot which includes the agency's address for receipt of the ballot once completed by any owner receiving the notice whereby the owner may indicate his or her name, reasonable identification of the parcel, and his or her support or opposition to the proposed assessment.

(e) The agency shall conduct a public hearing upon the proposed assessment not less than 45 days after mailing the notice of the proposed assessment to record owners of each identified parcel. At the public hearing, the agency shall consider all protests against the proposed assessment and tabulate the

ballots. The agency shall not impose an assessment if there is a majority protest. A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property.

(f) In any legal action contesting the validity of any assessment, the burden shall be on the agency to demonstrate that the property or properties in question receive a special benefit over and above the benefits conferred on the public at large and that the amount of any contested assessment is proportional to, and no greater than, the benefits conferred on the property or properties in question.

(g) Because only special benefits are assessable, electors residing within the district who do not own property within the district shall not be deemed under this Constitution to have been deprived of the right to vote for any assessment. If a court determines that the Constitution of the United States or other federal law requires otherwise, the assessment shall not be imposed unless approved by a two-thirds vote of the electorate in the district in addition to being approved by the property owners as required by subdivision (e).

#### CALIFORNIA CONSTITUTION

#### ARTICLE 13D (ASSESSMENT AND PROPERTY-RELATED FEE REFORM)

SEC. 5. Effective Date. Pursuant to subdivision (a) of Section 10 of Article II, the provisions of this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4.

(b) Any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4.

(c) Any assessment the proceeds of which are exclusively used to repay bonded indebtedness of which the failure to pay would violate the Contract Impairment Clause of the Constitution of the United States.

(d) Any assessment which previously received majority voter approval from the voters voting in an election on the issue of the assessment. Subsequent increases in those assessments shall be subject to the procedures and approval process set forth in Section 4.

#### CALIFORNIA CONSTITUTION

#### ARTICLE 13D (ASSESSMENT AND PROPERTY-RELATED FEE REFORM)

SEC. 6. Property Related Fees and Charges. (a) Procedures for New or Increased Fees and Charges. An agency shall follow the procedures pursuant to this section in imposing or increasing any fee or charge as defined pursuant to this article, including, but not limited to, the following:

(1) The parcels upon which a fee or charge is proposed for imposition shall be identified. The amount of the fee or charge proposed to be imposed upon each parcel shall be calculated. The agency shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition, the amount of the fee or charge proposed to be imposed upon each, the basis upon which the amount of the proposed fee or charge was calculated, the reason for the fee or charge, together with the date, time, and location of a public hearing on the proposed fee or charge.

(2) The agency shall conduct a public hearing upon the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition. At the public hearing, the agency shall consider all protests against the proposed fee or charge. If written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels, the agency shall not impose the fee or charge.

(b) Requirements for Existing, New or Increased Fees and Charges a fee or charge shall not be extended, imposed, or increased by any agency unless it meets all of the following requirements:

(1) Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service.

(2) Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.

(3) The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.

(4) No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of a service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with Section 4.

(5) No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Reliance by an agency on any parcel map, including, but not limited to, an assessor's parcel map, may be considered a significant factor in determining whether a fee or charge is imposed as an incident of property ownership for purposes of this article. In any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance with this article.

(c) Voter Approval for New or Increased Fees and Charges. Except for fees or charges for sewer, water, and refuse collection services, no property related fee or charge shall be imposed or increased unless and until that fee or charge is submitted and approved by a majority vote of the property owners of the property subject to the fee or charge or, at the option of the agency, by a two-thirds vote of the electorate residing in the affected area. The election shall be conducted not less than 45 days after the public hearing. An agency may adopt procedures similar to those for increases in assessments in the conduct of elections under this subdivision.

(d) Beginning July 1, 1997, all fees or charges shall comply with this section.

# APPENDIX K

Pump Station Preliminary Cost Estimate  
by NCE dated August 22, 2017



Collaboration. Commitment. Confidence.™

August 22, 2017

Mr. Robert A. Perreault, Jr., P.E.  
County Engineer and Manager, BCSA  
Beckwourth Community Service Area  
c/o Plumas County Engineering Department  
555 West Main Street  
Quincy, CA 95971

**RE: Beckwourth CSA Sewer System  
Preliminary Cost Estimate to Replace Sewer Pump Station and Appurtenances  
and Recommended List of Tasks**

Dear Bob:

This letter is provided in response to your letter dated July 7, 2017 authorizing NCE to initiate work for the referenced project, and your request to provide a preliminary cost estimate to replace the sewer pump station and appurtenances as well as a list of potential tasks to consider to enhance present procedures and regulatory controls as a sewer district.

**Preliminary Pump Station Cost Estimate**

As a basis for our cost estimate NCE obtained preliminary equipment pricing from two vendors. We provided basic performance criteria to each vendor and allowed them to propose specific equipment and pump station configuration to meet those criteria. Both equipment cost estimates were within about ten percent of each other. Based on our understanding of the District's needs we estimate a construction cost of approximately \$227,000 with a total cost of \$320,000 including site investigations, design, permitting and professional services during construction. Our itemized estimate is attached.

**Recommended List of Tasks**

Although additional needs may be identified during review of the facilities and operations, the following tasks are recommended to be performed as a minimum:

1. Perform Infiltration and Inflow (I&I) study of the collection system, including Closed Circuit TV (CCTV) survey and/or flow monitoring.
2. Perform general review of system operation and procedures compared to permit requirements under General Order 2014-0153-DWQ-R5220.
  - a. Under the Monitoring and Reporting Program in the General Order potential requirements the following should be reviewed.
    - Preparation of a Sludge Management Plan
    - Preparation of a Nutrient Management Plan
    - Spill Prevention and Emergency Response Plan
    - Sampling and Analysis Plan
    - Equipment to conduct the sampling and analysis of the ponds

**Reno, NV**

1885 S. Arlington Ave., Suite 111  
Reno, NV 89509  
(775) 329-4955

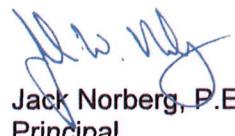
- Implementation of an Erosion Control Program to maintain and repair ponds to eliminate/control:
  - Mosquitos
  - Weeds
  - Irregular pond edges
  - Etc.
- Preparation of a Report of Waste Discharge [ROWD] (it appears that one has not been prepared but may not be required at this time)

We trust that this provides the information you need at this time. Feel free to contact the undersigned if you have any questions regarding any of this information. We look forward to assisting you with developing a formal Phase I Scope of Services and a Contract to initiate this work.

Regards,

 NCE

  
Michael J. Leacox, C.E.G.  
Principal

  
Jack Norberg, P.E.  
Principal

## **RESOLUTION NO. 17-**

### **A RESOLUTION ESTABLISHING PROCEDURES UNDER PROPOSITION 218, CALLING FOR A PROPOSED INCREASE OF THE BECKWOURTH COUNTY SERVICES AREA SEWER RATE AND PROTEST HEARING**

**WHEREAS**, through the adoption of Proposition 218, which added Article XIIIID Section 6 of The State of California's Constitution, public agencies are now required to hold a "majority protest" hearing before they may adopt an increase in certain property related fees and charges; and,

**WHEREAS**, while Article XIIIID Section 6 imposes certain procedural and substantive requirements for such increases, namely the need for a majority protest hearing, the Article is conspicuously silent on many logistical issues associated with providing that hearing; and,

**WHEREAS**, in accordance with the authorization found in Public Utilities Code section 16461. The District provides sewer services to its residents; and,

**WHEREAS**, the Board has determined after considerable debate that it is both necessary and in the best interests of the District's landowners to increase the above mentioned charges; and,

**WHEREAS**, due to Article XIIIID's silence on certain logistical issues, the Board believes it to be in the best interest of its customers to provide them with an opportunity to be heard regarding those choices before they are implemented; and,

**WHEREAS**, said opportunity was provided to customers in the noticed public hearing at which the Board considered and adopted this Resolution and herein recorded the Board's well thought-out decisions on these matters after consideration said input.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of Beckwourth County Services Area that this Board does hereby resolve, declare and order as follows:

#### **1. Statement of Legislative Intent.**

It is the District's intent in adopting this Resolution, to adopt and call for a "majority protest" proceedings which are consistent, and in compliance, with Article XIIIID Section 6 of the California Constitution. In that regard, the District has properly noticed the Board's intent to adopt a resolution to this effect and held a public hearing at which members of the public were invited to provide comments before this Resolution's adoption.

#### **2. Sewer Rate Increase Proceedings.**

The following procedures have been developed in order to comply with the provisions of Article XIIIID, Section 6 of the California Constitution and shall be followed by the District in the public presentation of the proposed increase and associated policy herein mentioned as it relates to the District's base sewer rate.

#### **3. Amount based on EDUs.**

The District's sewer rate will be based on the EDUs (Equivalent Dwelling Units) of each connection. The Beckwourth County Services Area will use EDUs established by EPA (Environmental Protection Agency.)

## **4. New Rates & Effective Dates**

The new rates will be increased as follows:  
January 1, 2018 to \$44.50 per EDU per month.

## **5. Notice Document**

The following guidelines shall be followed in providing notice of the protest hearing on the proposed increase and policy herein mentioned.

1. Notice will be mailed, postmarked November 16, 2017, to each customer within the District as reflected in the District's current records. This date is at least 45 days before the final public hearing.
2. The general form of notice is attached to this resolution as Exhibit A and shall be provided in accordance with this section and Article XIIID, Section 6 of the California Constitution.
3. The District will post in the County Courthouse during the 45 day notice period, a notice that a public hearing is being held on the increase indicating the time of the public hearing, the proposed rate increase, the basis upon which it was calculated, the reason for the increase and the right of customers to file a written protest.
4. Failure of any person to receive notice shall not invalidate the proceedings.

## **6. Public Majority Protest Hearing.**

In accordance with the Article XIIID, Section of the California Constitution, a public majority protest hearing shall be commenced to receive public comments and written protest on the proposed rate increase and associated policy. The hearing is set to be held at 10:00 AM on January 2, 2018 at the Supervisors Board Room in the Plumas County Courthouse, Third Floor 520 Main Street, Quincy, CA 95971. The hearing will follow the procedures set forth herein:

1. At the public hearing, the Governing Board shall, until the close of the public hearing, hear public testimony and consider all written protests regarding the proposed increase and associated policy.
2. The Governing Board Chair may impose reasonable time limits on both the length of the hearing and the length of each speaker's testimony.
3. The Governing Board may continue the hearing as they deem appropriate.
4. For a protest to be received and counted for the purposes of the majority protest it must be provided in writing to the District prior to the start of the January 2, 2018 public hearing. Oral protests at the hearing will not be counted unless they are accompanied by a written protest. This requirement is created by the legal need of the District to maintain a verifiable paper trail.
5. For a written protest to be accepted and counted it *must* contain the following:
  - The identity of the parcel represented by the protest
  - The name and address of the protestant;
  - A signed statement, containing an original signature, indicating that the writing is to be considered a written protest on behalf of the parcel.
6. At the conclusion of the hearing, or shortly thereafter, a disinterested party designated by the Governing Board shall begin the tabulation of the written protests, including those received at the public hearing. The Board may, if it so wishes, appoint a two member election committee to assist the disinterested party in tallying the votes.
7. Only one protest will be counted for each service parcel.

8. If according to the final tabulation of the written protests, a pure majority of those entitled to protest do, the Governing Board shall not impose the proposed increases or the associated policy. However, if a pure majority does not protest, the Governing Board will adopt the proposed increase and the associated policy and implement them accordingly.
9. The results of the tabulation shall be posted at the Plumas County Courthouse and read into the minutes of the first regularly scheduled Board meeting following the election

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 14th day of November, 2017, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSTAIN:** Supervisors:

---

Chair, Board of Supervisors

**ATTEST:**

---

Clerk of the Board of Supervisors

## EXHIBIT A

# **NOTICE OF PROPOSED SEWER RATE INCREASE**

November 16, 2017

This notice is to advise that the Beckwourth Community Service Area (BCSA) Governing Board intends to adopt a new sewer rate schedule. The purpose of the new rate schedule is to properly fund the activities of the District and to repay debt which the District incurred from the County General Fund

**A public hearing will be held by the Beckwourth CSA Governing Board on Tuesday, November 14, 2017 at 1:00 PM**

The hearing will be held at the Plumas County Courthouse at 520 Main Street, Room 308, Quincy, CA. The purpose of the Public Hearing will be to consider public comments on the rate increase. All ratepayers are invited to attend the hearing and present written and/or oral comments related to the proposed rate increase.

The following information is provided to inform ratepayers of the pertinent facts related to the proposed rate increase and about the process of raising rates.

**CURRENT RATES AND FINANCIAL CONDITIONS**

The current rate for sewer service in the BCSA is \$4.25 per month per single family home, \$11 per month for government and commercial, \$6 per month for gas station or garage, and \$1 per month per trailer park space. This rate has not been raised since inception in the early 1970's and is not generating sufficient income to satisfy District expenses, pay District debts, or adequately maintain District facilities.

**WHY RATES MUST BE RAISED**

The District is not currently collecting enough funds to satisfy its obligations. For the District to be eligible to apply for grant funding for replacement of the sewer pump station, the District must raise its sewer rates sufficient to repay the loan, meet its other financial obligations, and maintain the sewer system into the future.

The proposed increase in sewer rates will result in the following advantages:

- Qualify the District for State grants,
- Restore a sustainable financial base for regular District operations.

## **2017 RATE STUDY**

In March 2017, work began on a Rate Study for the District. The Rate Study was prepared by Rural Community Assistance Corporation (RCAC) with input from the County Engineer and staff. RCAC services were provided to the District at the request of the California State Water Resources Control Board.

The Rate Study Team considered four general financial categories:

- Income to the District
- Expenses and financial obligations of the District
- Operating Budgets
- Reserve Funds

The following paragraphs summarize each of these categories.

Income to the District relies on combination property tax and fee sewer fee based revenue. Current sewer fees have not been updated since 1983 and the property tax revenue has remained a constant percentage of the 1% tax.

Expenses and Financial Obligations of the District include items such as labor and benefits for employees, consulting fees, permitting fees, rental expenses, office expenses, and debt payments on existing and future loans. Generally, expenses were projected by using the actual historical figures and increasing them 2% per year to account for inflation, and reasonable assumptions were introduced where indicated.

Operating Budgets were projected to allow District employees to adequately maintain the significant assets and infrastructure that

are currently owned by the District. This includes items such as regular maintenance of pumps and motors, cleaning buried pipelines, servicing treatment plant equipment, etc. Because so much of the equipment in a sewer system operates in a harsh environment, it requires regular and thorough maintenance to maximize its life and minimize total costs to ratepayers.

Reserve Funds are designated for specific needs. Reserve accounts are required to be set aside for specific needs and can only be used for those needs. In addition, the District has followed recommended operating practice by planning to reserve funds for operating and capital contingencies.

## **PROPOSED RATE SCHEDULE**

**It is proposed that the cost of sewer service be set at \$44.50 per month, per single family home.**

The following table illustrates the effect of the proposed change.

<b>If your Current Sewer Service Charge is...</b>	<b>Then your New Sewer Service Charge will be...</b>
\$3.25/mo (= \$39/yr)	\$44.50/mo (= \$540/yr)
\$31/mo (= \$372/yr)	\$431.65/mo (= \$5,180/yr)
\$11/mo (= \$132/yr)	Up to \$133.50/mo (= \$1,602/yr)

The cost of sewer service for nonresidential is based on the number of EDU's assessed.

The new rate is proposed to go into effect on January 1, 2018 and remain indefinitely.

## RATE INCREASE PROCEDURE

The process of raising rates is controlled by the provisions of the California Constitution, Article XIII, Section 6, Subdivisions (a) and (c), enacted by Proposition 218 in 1996. In summary, the process of raising sewer rates is as follows:

- The Board commissioned a Rate Study to determine the recommended rate that should be charged to meet District financial obligations.
- November 14, 2017 – the Rate Study team presented the Median Household Income Study, Rate Study, and Engineers Report to the Governing Board and to the public. The purpose of this meeting was to educate all interested parties on the financial status of the District and present notice of proposed rate increase. The Board voted to continue the process of raising rates and directed the District Secretary to mail this Notice to all property owners. This written notice is a requirement of Proposition 218.
- January 2, 2018 – The Board will hold a Public Hearing to receive written protests and consider adopting new sewer rates. According to the requirements of Proposition 218, this Public Hearing may be held no sooner than 45 days following mailing of a written notice to all property owners. If a majority protest does not occur, the Board may vote to adopt the new rate schedule at the January 2, 2018 meeting.

## PROTEST PROCEDURE

Ratepayers wishing to protest the proposed rate increase must do so in writing. Letters may be mailed to the BCSA office at: 1834 Main Street, Quincy, CA 95971 or in person at the January 2, 2017 public hearing, so long as written protests are received prior to the start of the public hearing.

All protests must include the following minimum information:

- The property owners signature and date;
- The property owners name printed or typed under the signature;
- The address or parcel number of the property;
- A written statement that the author of the protest letter is the owner of the property;
- A written statement that the letter constitutes a protest to the proposed sewer rate increase.

If the District receives written protests from a majority of property owners, it cannot adopt the proposed rates.

In the event that a majority protest does not occur, following the Public Hearing, the BCSA Governing Board is expected to vote on the question of adopting the new rate schedule.

Adoption of a new rate schedule may not occur at the January 2 Board Meeting if time is needed to verify and count letters of protest.

## **QUESTIONS**

Questions can be directed to Rob Thorman,  
Associate Engineer, at 530-283-6495

JA

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

## AGENDA REQUEST

For the November 14, 2017 Meeting of the Plumas County Board of Supervisors

November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Greenville Water and Sewer Systems Repair Project**  
**Department of Public Works – Work Order R5032 & R5034**



**Consider acceptance of construction by the Contractor, and,  
conditionally authorize the remaining retainage amount (\$91,738.29) to  
be released by the Director of Public Works to the IVCSD; discussion  
and possible action.**

### BACKGROUND:

During 2015, with authority from the State Department of Water Resources (DWR), the Plumas County Board of Supervisors voted to transfer available project funds to the benefit of the Indian Valley Community Services District (IVCSD) for the purpose of designing and constructing improvements to the water and sewer utilities in the vicinity of State Route 89 and Main Street within the downtown area of Greenville.

The funds budgeted for the project amounted to \$1.3 million, available from DWR on a reimbursable basis.

On March 10, 2015, the Plumas County Board of Supervisors and the Governing Board of the Indian Valley CSD fully executed an agreement that designated the Plumas County Department of Public Works as the lead agency for the purposes of designing and constructing improvements to the IVCSD water and sewer utilities, thus enabling the Caltrans SR 89 Highway Improvements Project (including streetscape features) to proceed to construction during 2016-17.

Vali-Cooper and Associates, Inc. was retained by the County on May 22, 2015, as the design engineer of record and construction resident engineer, under the jurisdiction of the Department of Public Works.

Lorang Brothers Construction, Inc. was awarded the construction contract by the County on September 22, 2015. The Construction Contract was executed on October 9, 2015.

Although the warranty period was still in effect and regardless that the project was not yet closed out, DWR had determined that eligible reimbursable costs would cease on December 31, 2016.

Public Works staff has determined that the warranty period ended on May 12, 2017.

At the request of DWR, Vali-Cooper and Associates certified to DWR on May 19, 2017, that the Contractor completed construction in accordance with project plans and specifications, notwithstanding that the project not yet closed out.

For the time period, January 1, 2017 through September 30, 2017, the Department incurred \$5,312.98 in project-related costs that is reimbursable to the Department from the retainage amount.

On August 11, 2017, the County received a Final Payment from DWR, \$124,194.14, comprised as follows:

\$27,142.87 – 10% retainage on last invoice to DWR not billed to IVCSD  
\$97,051.27 – 10% retainage amount

The “retainage amount” (\$97,051.27) from DWR is the indication that the State deemed the constructed project to satisfy all requirements associated with the State grant.

Thus, the retainage amount due IVCSD is:

\$97,051.27 minus \$5,312.98 equals: \$91,738.29.

Inasmuch as this November 14<sup>th</sup> meeting of the Board of Supervisors is the last regularly scheduled Board meeting this calendar year, and further recognizing that the only remaining tasks pertaining to project close-out are expected to be only minor administrative actions, thus:

- Issuance of a post-construction Encroachment Permit by the Department of Public Works, further subject to review and approval by County Counsel, and acceptance thereof by the IVCSD, and
- Acceptance and execution of a “MAINTENANCE AGREEMENT BETWEEN PLUMAS COUNTY AND INDIAN VALLEY COMMUNITY SERVICES DISTRICT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 89 WITHIN THE COUNTY OF PLUMAS” between Plumas County and the IVCSD, as previously approved by the Board of Supervisors,

it is the recommendation of the Director of Public Works that final action by the Board of Supervisors be taken during the Board Meeting conducted on November 14, 2917.

#### **RECOMMENDATION:**

The Director of Public Works respectfully recommends that the Board of Supervisors adopt the following motion:

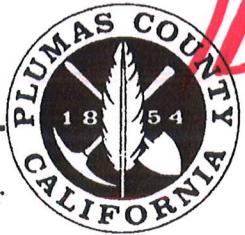
1. To accept the Project as completed, suitable for responsibility transfer to the IVCSD, and
2. To authorize the Director of Public Works to conditionally return the remaining retainage amount \$91,738.29) to the IVCSD, upon completion of the following tasks:

A, Issuance of a post-construction Encroachment Permit by the Department of Public Works, further subject to review and approval by County Counsel, and acceptance thereof by the IVCSD, and

B. Acceptance and execution of a “MAINTENANCE AGREEMENT BETWEEN PLUMAS COUNTY AND INDIAN VALLEY COMMUNITY SERVICES DISTRICT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 89 WITHIN THE COUNTY OF PLUMAS” between Plumas County and the IVCSD, as previously approved by the 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



## AGENDA REQUEST

For the November 14, 2017 meeting of the Plumas County Board of Supervisors

November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Status Report on the Proposal to Abandon Sierra Valley McNella Lane  
(County Route 117A); discussion, possible action and/or direction to staff.

*Robert Perreault*

### Background:

On July 7, 2015, the Board of Supervisors, in consideration of a letter petition submitted by Mr. Dave Roberti and others requesting abandonment of Sierra Valley-McNella Lane (located between Sierra Valley Road and Harriet Lane), the Board conducted a Public Hearing on July 7, 2017.

Following the July 7<sup>th</sup> Public Hearing, and additional discussion related to the June 29, 2015 Agenda Request as submitted by Public Works, the Board of Supervisors voted unanimously to direct staff to proceed forward with the roadway abandonment (i.e., "vacation") process, as set forth on Page 3 of said Agenda Request.

A copy of the June 29, 2015 Agenda Request is attached for easy reference. The following text is extracted from the Board's "Meeting Minutes" for July 7, 2015:

#### **5. Play >> DEPARTMENTAL MATTERS**

A) 10:15 **PUBLIC WORKS** – Robert Perreault

Conduct **PUBLIC HEARING** regarding intent to abandon McNella Lane in Sierra Valley; discussion and possible action

The public hearing is opened. Jane Roberti, applicant comments. There being no further public comment, the hearing is closed.

Following discussion, **Motion:** confirm intent to abandon McNella Lane in Sierra Valley (County Road 177A) and authorize staff to proceed, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Swofford. Motion passed unanimously."

Agenda Request: Status Report on the Proposal to Abandon Sierra Valley-McNella Lane  
BOS Meeting Scheduled for November 14, 2017  
November 6, 2017  
Page 2

Of the 5 steps listed on Page 3 of June 29, 2015 Agenda Request, only Step 1 and Step 2 have been completed to date. Additionally, discussions with the petitioners and 1 of the landowners having frontage along Sierra Valley-McNella Lane continue to date with a goal of identifying a reasonable compromise.

The Director of Public Works will present an update to the Board of Supervisors at the Board's meeting, scheduled for November 14, 2017. Public Works staff anticipates additional commentary to be submitted to the Board of Supervisors by the petitioners and 1 (or more) of the landowners having frontage along Sierra Valley-McNella Lane.

**Recommendation:**

Following further deliberations by the Board of Supervisors, the Director of Public Works respectfully seeks a re-affirmation of the Board's July 7, 2015 direction to staff, or, revision(s) thereto.

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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



## AGENDA REQUEST

---

For the July 7, 2015 meeting of the Plumas County Board of Supervisors

June 29, 2015

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works   
Subject: Conduct a PUBLIC HEARING on the Proposal to Abandon Sierra Valley McNella Lane  
(County Route 117A) in Sierra Valley, located in Sierra Valley, County of Plumas;  
discussion, possible action and/or direction to staff.

## **Background and Discussion**

On June 9, 2015, the Plumas County Board of Supervisors adopted Resolution No. 15-8075, "Notice of Intention to Abandon (Vacate) Sierra Valley McNella Lane (County Road 117A), Located in Sierra Valley, County of Plumas, California," copy attached for reference.

Sierra Valley McNella Lane (County Route 117A) is currently included on the Plumas County List of Maintained County Roads. The length of Sierra Valley McNella Lane is 3.23 miles. The County roadway is unpaved and runs generally east to west between Sierra Valley Road (County Route 117) and Harriet Lane (County Route 118). See: Location Map of Sierra Valley McNella Lane (County Route 117A), copy attached. The adjoining landowners are in agreement with the requested abandonment. The County possesses no portion of this roadway in fee title, or by a formal easement. The County does, however, assert ownership of roadway prescriptive rights.

The Resolution was adopted in response to a request received by the Plumas County Public Works Department from Mr. Dave Roberti, et al, to abandon Sierra Valley McNella Lane (County Route 117A), as a County roadway. See the attached letter, dated December 31, 2014.

Upon receipt of the attached letter, Public Works staff conducted a field review of the roadway and then solicited input from potentially affected agencies, including:

Plumas County Planning Department  
Plumas County Sheriff's Office  
Plumas County Building Department  
Plumas County Agricultural Commissioner  
Plumas County Office of Emergency Services  
California Department of Forestry & Fire Protection  
Sierra Valley Fire Protection District.

No objections to the request to abandon (vacate) were received from any of the above agencies. The Planning Department did note that a General Plan Consistency Determination, is required and the Department of Public Works submitted a formal request for such action to the Planning Department on April 27, 2015.

Generally speaking, the procedure for abandoning, or vacating, a County roadway is as follows:

1. Authority and procedure for the abandonment (vacation) of a County roadway is contained within the California Streets and Highway Code.
2. The Board of Supervisors may establish a specific date and time to conduct a "Public Hearing" on the consideration of the Request to Abandon (Vacate). This action will be in the form of adoption of a resolution. Note: if a Public Hearing is scheduled and conducted, it does not indicate support or objection to the Request to Abandon (Vacate). Such a determination will be made at the conclusion of a Public Hearing and subsequent discussion by the Board of Supervisors.
3. Once a specific date and time to conduct a "Public Hearing" on the consideration of the Request to Abandon (Vacate) is established by the Board of Supervisors, County staff will advertise and post notice of the opportunity for the Public to participate at the Public Hearing.
4. The Public Hearing will be conducted by the Board of Supervisors at the date and time previously established by the Board of Supervisors (per Resolution identified in Item 2, above).
5. The Board of Supervisors will discuss and consider all submitted testimony.
6. The Board of Supervisors will make a decision: to either abandon (vacate) the roadway, with or without conditions; to not abandon (vacate) the roadway, or, to continue the matter.
7. If there is a decision to abandon (vacate) the roadway, Public Works staff will implement any conditions that require subsequent County activity (such as preparation of deeds, recordation of documents, etc.), all in conjunction with County Counsel.
8. The roadway is officially abandoned (vacated) only when all necessary documents are filed with the Plumas County Clerk/Recorder.

On July 7, 2015, the process will be at Step #4, Step #5 and possibly Step #6, pertaining to the procedure listed above.

### **Recommendation**

Public Works staff respectfully recommends that the Board of Supervisors to confirm the Board's intention to abandon Sierra Valley McNella Lane (County Route 117A), by issuing the following direction to Plumas County staff::

1. Public Works staff is to coordinate with the petitioners such that the affected parties propose the necessary access and utility easements amongst themselves to assure that the County's subsequent abandonment of Sierra Valley McNella Lane does not damage owners of property that presently abut Sierra Valley McNella Lane, and
2. Public Works staff is to prepare a map of Sierra Valley McNella Lane (County Route 117A) that:
  - A. Depicts approximate, existing centerline stations, and
  - B. Depicts the disposition of the abandoned roadway areas in regard to existing parcels, and
3. Public Works staff, in conjunction with County Counsel, is to prepare a Quitclaim Deed, or other appropriate roadway abandonment (vacation) document, for consideration by the Board of Supervisors, and
4. Once the documents identified in #1, #2 and #3, above, the Planning Director is to prepare a General Plan Consistency Determination, and
5. Once the above identified documents are ready for consideration by the Board of Supervisors, Public Works staff is to schedule a second Public Hearing, including:
  - A. Re-notification by publication of hearing date and time in the *Portola Reporter*, for two (2) successive weeks prior to the date fixed for the hearing, and
  - B. Re-posting the notice for road abandonment along the right-of-way of the roadway proposed to be abandoned (vacated), pursuant to Streets and Highways Code Section 8323.

Attachments:

Letter from Mr. Dave Roberti, et al, dated December 31, 2015  
Location Map of Sierra Valley McNella Lane (County Route 117A)  
Parcel Ownership Map in Vicinity of Sierra Valley McNella Lane  
Memorandum to Agencies, dated March 5, 2015



# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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

## AGENDA REQUEST

for the November 14, 2017 Meeting of the Plumas County Board of Supervisors

Date: November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: State Route 70 Pedestrian Improvements Project in East Quincy – Authorize execution of Amendment No. 4 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc., in the amount of \$111,898.57 for design and construction management services; discussion and possible action.

A handwritten signature in blue ink that reads "Robert A. Perreault" followed by a small drawing of a plow or pickaxe.

## BACKGROUND:

Since the completion of the last sidewalk project, circa 2004, along the north side of State Route 70, west of Mill Creek, a 900-foot gap in the northerly sidewalk along SR 70 (East Main Street) in East Quincy has existed. In 2013, Public Works received a grant of funds from the Safe Routes to Schools (SR2S-State) Program to design and construct certain improvements within the gap.

The overall project limits begin at the east end of the existing pathway at La Sierra Lanes and end at the Mill Creek Road intersection along the north side of SR 70. The project includes improvements consisting of asphalt pathway, concrete sidewalks, curb ramp, and a pedestrian bridge over Mill Creek.

The Plumas County Department of Public Works and the Consultant have been, and will be, completing the design of the pedestrian walkway along the north side of State Route 70 in East Quincy near Mill Creek.

Agenda Request for the November 14, 2017 Meeting of the Board of Supervisors

State Route 70 Pedestrian Improvements Project in East Quincy

November 6, 2017

Page 2

The 2013 SR2S funding awarded to the County, however, did not enable complete construction within the entire 900-foot gap. Accordingly, Public Works staff previously enacted a program to deliver the project in the following order:

- Design a pedestrian bridge, utilizing consultant services, over Mill Creek;
- Design a 700-foot sidewalk segment from the existing sidewalk located near the SR 70/Mill Creek Road intersection westerly to a point near the westerly abutment of the pedestrian bridge;
- Purchase (by public bid) a manufactured bridge and store the bridge components at the Quincy Public Works Maintenance Yard;
- Award a construction contract for the installation of the bridge and the construction of the sidewalk easterly of the bridge over Mill Creek.

Dokken Engineering has been previously retained with the Department's On-call Civil Engineering Services Contract, dated January 25, 2016. Amendment No. 1, dated March 8, 2016, initiated contractual involvement of the Dokken firm in the Project, providing design services to Department staff.

Award of the attached Task No. 4 Amendment to the existing consultant contract will enable the above listed engineering deliverables, the bridge installation and most of the most of the sidewalk construction to be completed. Thus, the existing gap will be reduced to a sidewalk-only gap of about 200 feet in length.

The cost to design and construct the remaining sidewalk section to eliminate the 200-foot gap is estimated to be in the order of \$150,000 to \$200,000. The final project deliverable, expected to be completed during calendar year 2019, is generally described as:

- Design and construct an approximately 200-foot sidewalk near the westerly bridge abutment, connecting to the existing sidewalk located west of the NAPA Auto Parts Store.

See attached Project Location Map.

Once the preliminary design alignment is established for the 200-foot sidewalk segment, an additional Amendment No. 5 will be necessary. The design challenges within the 200-foot segment involve ADA design issues, establishing a new traffic control pattern associated with the NAPA Auto Store and accommodating the significant elevation differences within the area.

The remaining project deliverables associated with Amendment No. 4 are scheduled to be completed in three phases. Phase I consists of purchasing the Mill Creek pedestrian bridge components in advance of the construction schedule to allow time for manufacturing and delivery during Spring, 2018. Phase II consists of constructing approximately 700 feet of sidewalk and the installation of the Mill Creek Pedestrian Bridge. Phase III consists of future construction of a pathway across the frontage of the NAPA Auto Store frontage within the Caltrans SR 70 right-of-way. Funding for this Phase III is programmed to be FY 18/19.

Dokken Engineering will assist the Department with construction management services for Phase II. The Department anticipates awarding a construction contract during calendar year, 2018. The project is currently budgeted in the Department's FY 17/18 construction projects' budget under Work Order #SR2S.

The attached contract Amendment No. 4 has been reviewed and approved as to form by County Counsel.

The attached contract Amendment No 4 will be funded using funds from the existing SR2S Grant. This project appears on the list of projects eligible for use of SB 1 funds. No General Funds will be used to fund this project.

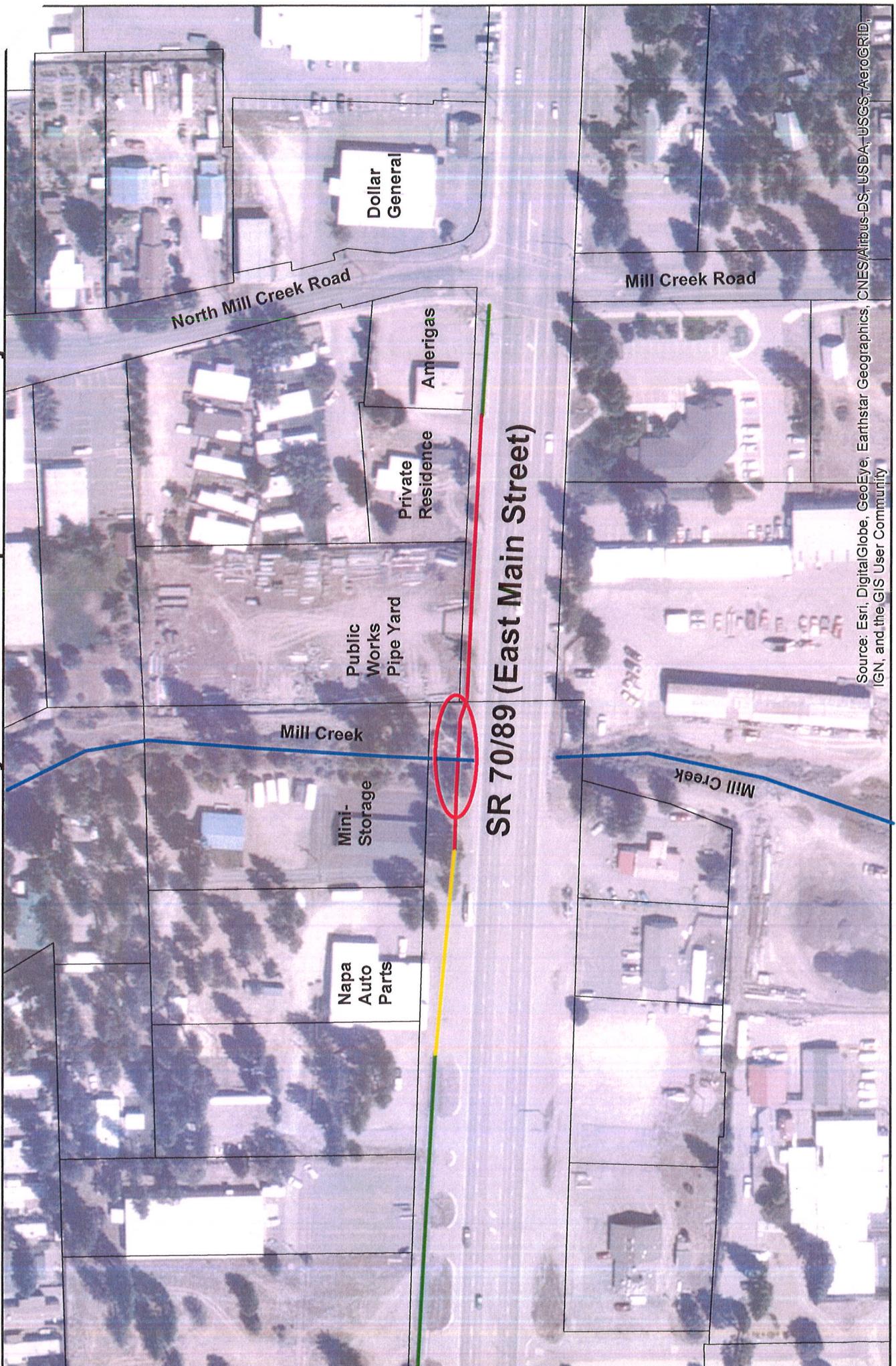
**RECOMMENDATION:**

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. 4 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc., in the not-to-exceed amount of \$111,898.57, for construction management services associated with the State Route 70 East Quincy Pedestrian Improvements Project.

Attachments: Project Location Map

Dokken Amendment No. 4 for Construction Management Services associated with the State Route 70 East Quincy Pedestrian Improvements Project.

# SR 70 East Quincy Pedestrian Improvement Project



Phase I - Purchase of pedestrian bridge

Existing sidewalk/pathway

Phase II - SR 70 East Quincy Pedestrian Improvement Project

Phase III - Existing Gap to be Constructed at a later time



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus-DS, USDA-SSA, USGS, AeroGRID, IGN, and the GIS User Community

**TASK ORDER NO. 4**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

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

This Task Order is an addendum to the PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and DOKKEN ENGINEERING INC. ("Consultant"), dated January 25, 2016, is hereby amended on \_\_\_\_\_, 2017 as set forth below.

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

**TASK ORDER: SR70 East Quincy Pedestrian Improvements Project  
Construction Phase Engineering Services**

1. **Incorporation of Agreement.** All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.
2. **Scope of Services.** The scope of work shall be as specifically set forth in the Scope of Work/Fee Schedule, which is attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Compensation.** County shall compensate Contractor for the services described in Section 2 above in accordance with the following Scope of Work/Fee Schedule, attached hereto as Exhibit "A" and incorporated herein by reference. The estimated cost for the Scope of Work, shall be completed on a time-and-materials basis, and shall in no case exceed One Hundred Eleven Thousand Eight Hundred Ninety Eight and Fifty One Cents (\$111,898.51.)
4. **Schedule of Performance.** Contractor shall perform the services described in Section 2 in accordance with the commencement of the construction schedule beginning September 1, 2017 and proceeding through December 31, 2018.
5. **Additional Provisions.** All other contract provisions set forth in the January 25, 2016 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 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: 6/19/17

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

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

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

CONSULTANT  
DOKKEN ENGINEERING, INC.

Richard Liptak  
Signature

Richard Liptak, P.E.

Date: 6/28/17

68-0099664

Dokken Engineering Inc. Taxpayer ID Number

## Exhibit A

#### FEES BREAKDOWN BY HOURS PER TASK

SR2S Construction Management and Construction Support

June 9, 2017

ה'ה

TASK DESCRIPTION	DOKKEN ENGINEERING		GEOCON ENGINEERING		GRAND TOTAL	
	GRAND TOTAL HOURS	GRAND TOTAL COSTS	GRAND TOTAL HOURS	GRAND TOTAL COSTS	GRAND TOTAL HOURS	GRAND TOTAL COSTS
Project Preparation	4	40	0	0	0	\$0.00
Construction Management	360	\$20,000.00	0	0	0	\$0.00
Project Closeout	32	\$1,280.00	0	0	0	\$0.00
Task 1-5 Source Inspection	0	0	0	0	0	\$0.00
Source Inspection	0	0	0	0	0	\$0.00
Task 10 Comint Support	8	\$3,200.00	0	0	0	\$0.00
Bridge Check	0	0	0	0	0	\$0.00
Construction Support	8	\$1,280.00	0	0	0	\$0.00
<b>TOTAL HOURS</b>	<b>12</b>	<b>432</b>	<b>116</b>	<b>8</b>	<b>568</b>	<b>\$68,960.00</b>
<b>TOTAL COST</b>	<b>\$2,411.23</b>	<b>\$71,399.52</b>	<b>\$13,131.57</b>	<b>\$996.19</b>	<b>\$11,960.00</b>	<b>\$23,950.00</b>
						<b>\$111,898.51</b>



## FEE ESTIMATE WORKSHEET

Project Name **Plumas Safe Routes to School**  
 Geocon Proposal No. **S1160-05-02P**  
 Project Scope **Provide QA Materials Testing Services during Construction**  
**Embankment, Footings, Subgrade, AB, HMA, Structural Concrete**  
 Est. Construction Cost: **n/a**  
 Overall Schedule: **n/a**  
 Assumptions: **Normal working hours Monday through Friday, prevailing wage, no overtime budgeted**  
**Caltrans Test Methods for Subgrade, AB, HMA, Concrete**  
 Geocon Fee Schedule **2015**

Labor/Service	Activity	No. of Visits	Units per Visit	UNITS	QTY	RATE	AMOUNT
<b>Embankment, Footings, Subgrade, AB</b>							
Field Technician II (PW - Group 3)	Field Testing and Observation - Embankment	2	6	hrs	12	\$ 105.00	\$ 1,260.00
Field Technician II (PW - Group 3)	Field Testing and Observation - Footings	1	4	hrs	4	\$ 105.00	\$ 420.00
Field Technician II (PW - Group 3)	Field Testing and Observation - Subgrade	1	4	hrs	4	\$ 105.00	\$ 420.00
Field Technician II (PW - Group 3)	Field Testing and Observation - AB	1	4	hrs	4	\$ 105.00	\$ 420.00
Field Technician II (non-PW)	Travel (Limited to 3 hrs. per trip)	5	3	hrs	15	\$ 80.00	\$ 1,200.00
Mileage	300 miles per trip	5	300	miles	1500	\$ 0.54	\$ 810.00
Laboratory	Impact Curve - Soil (CTM 216)			each	2	\$ 200.00	\$ 400.00
Laboratory	Impact Curve - AB (CTM 216)			each	1	\$ 200.00	\$ 200.00
Laboratory	AB Lab Compliance Tests (see detail below)			each	1	\$ 355.00	\$ 355.00
						<b>Subtotal:</b>	<b>\$ 5,485.00</b>
<b>HMA Paving</b>							
Field Technician II (PW - Group 3)	Field Testing and Observation - Paving	1	8	hrs	8	\$ 105.00	\$ 840.00
Field Technician II (non-PW)	Travel (Limited to 3 hrs. per trip)	1	3	hrs	3	\$ 80.00	\$ 240.00
Mileage	300 miles per trip	1	300	miles	300	\$ 0.54	\$ 162.00
Laboratory	HMA Lab Testing (see detail below)			each	1	\$ 550.00	\$ 550.00
Laboratory	HMA Core Density (for Gauge Correlation)			each	3	\$ 60.00	\$ 180.00
Equipment	Core Machine and Generator			day	1	\$ 275.00	\$ 275.00
						<b>Subtotal:</b>	<b>\$ 2,247.00</b>
<b>Concrete - Footing/Abutments</b>							
Field Technician II (PW - Group 3)	Concrete Sampling	2	6	hrs	12	\$ 105.00	\$ 1,260.00
Field Technician I (non-PW)	Cylinder Pickup and Delivery to Lab	2	3	hrs	6	\$ 75.00	\$ 450.00
Field Technician II (non-PW)	Travel (Limited to 3 hrs. per trip)	2	3	hrs	6	\$ 80.00	\$ 480.00
Mileage	300 miles per trip	4	300	miles	1200	\$ 0.54	\$ 648.00
Laboratory	Concrete Cylinder Compressive Strength (ASTM C39)			each	10	\$ 25.00	\$ 250.00
						<b>Subtotal:</b>	<b>\$ 3,088.00</b>
<b>Proj. Mgmt. / Coordination / Admin / Meetings / Final Reports</b>							
Field Services Mgr	Coordination, Scheduling			hrs	2	\$ 90.00	\$ 180.00
Project Engineer	Field Report Review, Coordination			hrs	4	\$ 125.00	\$ 500.00
Senior Engineer	Project Management/Final Reports			hrs	2	\$ 155.00	\$ 310.00
Word Processing / Technical Editor				hrs	2	\$ 75.00	\$ 150.00
						<b>Subtotal:</b>	<b>\$ 1,140.00</b>

### Compliance Testing Detail

**ESTIMATED TOTAL: \$ 11,960.00**

AB Compliance Testing (1 per Source)	Unit Cost
Gradation	\$ 100.00
Sand Equivalent	\$ 90.00
Durability Index	\$ 165.00
R-Value	\$ - (Accept based on Gradation, SE, and DI)
Total:	\$ 355.00

HMA LAB TESTING	Freq. <sup>2</sup>	Unit Cost
Asphalt Binder Content	CTM 382	1 per 750T \$ 100.00
Stabilometer	CTM 366	1 per 4000T \$ 175.00
Air Voids Content	CTM 367 (HVEEM Density (308) & TMD (309))	1 per 4000T \$ 275.00
		Total: \$ 550.00

1. Noted Fee Schedule is incorporated into and made part of this Estimate.

2. "Standard" QC Test Frequency



## 2015 SCHEDULE OF FEES

### PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician .....	\$75/hr.
Engineering Field Technician/Special Inspector I (Including Equipment and Nuclear Gauge) .....	75/\$100(PW)*/hr.
Engineering Field Technician/Special Inspector II (Including Equipment and Nuclear Gauge) .....	80/105(PW)*/hr.
Engineering Field Technician/Special Inspector III (Including Equipment and Nuclear Gauge) .....	90/115 (PW)*/hr.
Word Processor/Technical Editor .....	75/hr.
Engineering/Research Assistant/Technical Illustrator.....	85/hr.
Project Coordinator/GIS Specialist .....	95/hr.
Staff Engineer/Geologist.....	105/hr.
Senior Staff Engineer/Geologist.....	115/hr.
Project Engineer/Geologist .....	125/hr.
Senior Project Engineer/Geologist .....	135/hr.
Senior Engineer/Geologist/Geophysicist.....	155/hr.
Associate Engineer/Geologist .....	185/hr.
Principal Engineer/Geologist/Litigation Support .....	225/hr.
Deposition or Court Appearance .....	400/hr.
Overtime and Saturday Rate .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee .....	\$500/Project
Minimum Field Services Fee (per day or call-out).....	2 Hours

\*\$25/hour Surcharge for Technicians and Inspectors for Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

### TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem) .....	\$150/day
Vehicle Mileage .....	0.75/mile

### EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge .....	Included in Technician Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	50/day
Equipment Truck .....	200/day	55-gallon drum .....	55/ea.
Direct-Push Rig/Operator .....	165/190(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B) .....	70/ea.
Direct-Push Sample Liner .....	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B) .....	100/ea.
Equipment Trailer .....	100/day	TPHd/TPHmo (EPA 8015M) .....	75/ea.
Wenner 4-Pin Earth Resistivity Meter .....	150/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B).....	150/ea.
Dynamic Cone Penetrometer .....	150/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dilatometer (DMT) Test Equipment.....	750/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B) .....	20/ea.
GPS Unit .....	160/day	Pesticides (EPA 8081) .....	125/ea.
Drive-Tube Sampler or Hand-Auger .....	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	WET or TCLP Extraction .....	75/ea.
Water Level Indicator .....	40/day	Sample Compositing.....	20/composite.
Battery-Powered Pump .....	75/day	48-hour Turnaround Time .....	60% surcharge
Photo-Ionization Meter .....	125/day	24-hour Turnaround Time .....	100% surcharge

### LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698).....	\$175/ea.	Resistance Value, R-Value (D2844/CAL301).....	\$275/ea.
6-inch mold (D1557/D698).....	190/ea.	R-Value, Treated (CAL301).....	300/ea.
California Impact (CAL216).....	200/ea.	California Bearing Ratio (D1883) .....	175/pt.
Check Point.....	85/ea.	Stabilization Ability of Lime (C977).....	180/ea.

### SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117) .....	\$60/ea.	Moisture Determination, tube sample (D2216) .....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937) .....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318) .....	150/ea.
Sieve Analysis with Hydrometer (D422) .....	180/ea.	Sand Equivalent (D2419/CAL217) .....	90/ea.
Specific Gravity, Soil (D854) .....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417) .....	90/ea.
Specific Gravity Fine Aggregate (C128) .....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974) .....	50/ea.

### SHEAR STRENGTH

Unconfined Compression (D2166) .....	\$100/ea.
Direct Shear (D3080) (3pt) .....	200/ea.
Unconsolidated-Undrained Triaxial Shear (D2850) .....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767) .....	275/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	350/ea.
Consolidated-Drained Triaxial Shear (EM1110) .....	370/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	475/ea.

### PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856) .....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	150/ea.

### AGGREGATE QUALITY

Sieve Analysis to #200 (C136) .....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Sand Equivalent (D2419/CAL217) .....	90/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235) .....	150/ea.
Percent Crushed Particles (CAL205) .....	150/ea.

### CONCRETE

Compressive Strength, Cast Cylinders (C39) .....	\$25/ea.
Compressive Strength, Cores (C42) .....	40/ea.
Flexural Strength Beam (C78/C293) .....	80/ea.
Splitting Tensile Test (C496) .....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch .....	475/ea.
Rebar Tensile / Bend (up to #11) .....	100/ea.

### MASONRY

CMU Compressive Strength (C140) .....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) .....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140) .....	60/ea.
Compressive Strength, Masonry Prism (C1314) .....	115/ea.

### HOT MIX ASPHALT

Density, Hveem (D2726/CAL308).....	\$100/ea.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309) .....	175/ea.
Extraction/Sieve Analysis (C136/CAL202) .....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382) .....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382) .....	200/ea.
% Voids (CAL 367) .....	275/ea.

\*2X surcharge on rush turnaround for laboratory testing

### TERMS AND CONDITIONS

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$150.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

# 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



## **AGENDA REQUEST**

for the November 14, 2017 Meeting of the Plumas County Board of Supervisors

Date: November 6, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Introduction and waiving of the first reading of an ordinance amending sections of Plumas County Code pertaining to the addition of parking restrictions along Bucks Lake Road in the vicinity of Plumas District Hospital in Quincy.

### **Background:**

In the beginning of September 2017, the Plumas County Department of Public Works received a verbal request from Plumas District Hospital (PDH) staff to enact parking restrictions along Bucks Lake Road in the vicinity of the hospital to address parking safety concerns. This verbal request was followed by a written request on September 6, 2017 by PDH CEO, Jeffrey Kepple. A copy of this letter is attached for your reference.

A field review was conducted by Public Works staff to document existing site conditions and verify identified safety concerns. Approximately eight vehicles were found to be parking perpendicular to Bucks Lake Road. These same vehicles would be required to back out, without adequate sight distance, onto Bucks Lake Road when leaving. This scenario, according to PDH staff, has resulted in several near misses and accidents.

The prohibition of parking along this segment of Bucks Lake Road is not expected to create parking impacts to nearby residential areas as other parking opportunities exist elsewhere either on site or along other roadways that front PDH property.

Accordingly, Public Works staff prepared a proposed amendment to the Plumas County Code, see attachment. A map of the proposed parking restrictions along Bucks Lake Road is included as an attachment.

As there will be no foreseeable physical change in the environment, a Notice of Exemption has been prepared for this project in compliance with CEQA.

**Recommendation by Public Works:**

The Director of Public Works respectfully recommends that the Board of Supervisors approve and waive the first reading of an ordinance amending sections of Plumas County Code pertaining to the addition of parking restrictions along Bucks Lake Road in the vicinity of Plumas District Hospital in Quincy.

Attachments: Ordinance adding parking restrictions on Bucks Lake Road  
Map of proposed parking restrictions  
Letter from Plumas District Hospital CEO, Jeffrey Kepple, MD

ORDINANCE NO. 18 – \_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING SECTIONS OF CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE CONCERNING PARKING ON BUCKS LAKE ROAD.**

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

**Section 1.** Add Section 4-3.506. (v) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code.

CHAPTER 3. TRAFFIC  
Article 5. Parking

Sec. 4-3.506 (v) Bucks Lake Road

(1) It shall be unlawful for any person to park any vehicle at any time at the following locations on Bucks Lake Road:

- (i) On the north side of Bucks Lake Road from a point 250 feet west of the intersection of Meadow Way to the intersection of Bellamy Lane.
- (ii) On the south side of Bucks Lake Road from a point 250 feet west of the intersection of Meadow Way to the intersection of Bellamy Lane.

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

**Section 3.** The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

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

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

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 14th day of November, 2017, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_\_ day of January 2018, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

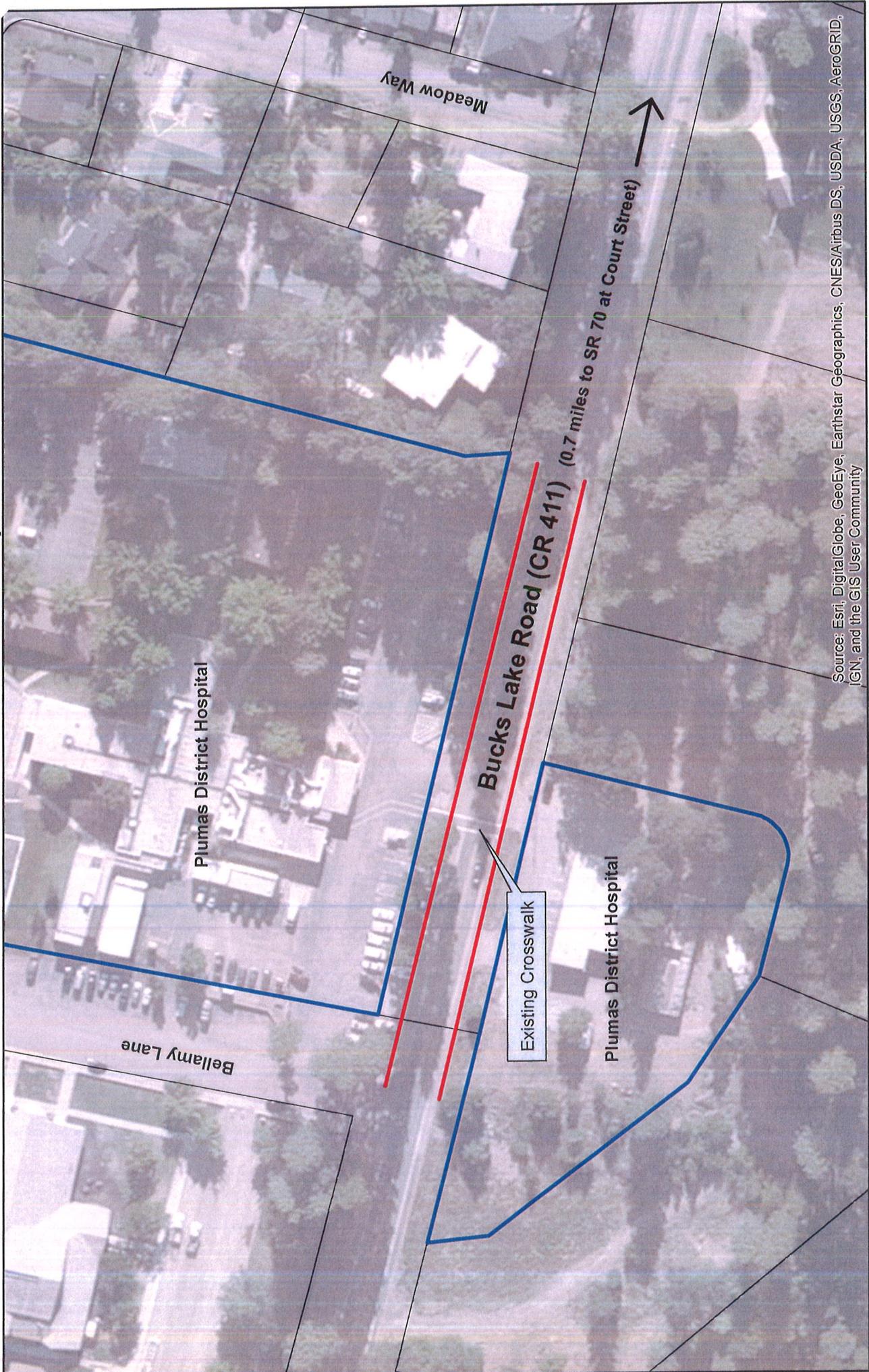
Chair, Board of Supervisors

ATTEST:

---

Clerk of said Board of Supervisors

# Proposed Parking Restrictions on Bucks Lake Road (County Road 411) in Quincy Near Plumas District Hospital



**Legend:**

Proposed no parking segment of Bucks Lake Road



Prepared by: J.G.  
Date: September 22, 2017  
Plumas County Department of Public Works



6 September 2017

From: Jeffrey G. Kepple MD, CEO  
To: Jim Graham, Plumas County Department of Public Works  
Subj: BUCKS LAKE ROAD PARKING

Dear Jim:

This letter is intended to express our support for a county ordinance disallowing parking along Bucks Lake Road from Bellamy Lane (west) to Gansner Creek (east). Our primary concern in deciding to support this measure is the safety of our staff, as well as, our patients and their family members. This stretch of road has become increasingly trafficked with motorists frequently exceeding the posted speed limit of 30 mph. We feel it is a matter of time before a serious accident occurs between vehicles backing out into Bucks Lake Road and through traffic along that same roadway.

We sincerely appreciate your willingness to hear our concerns and carry them forward to the County Supervisors.

Best,

A handwritten signature in black ink that reads "Jeffrey G. Kepple MD, CEO".

Jeffrey G. Kepple MD, CEO

Plumas District Hospital  
1065 Bucks Lake Road  
Quincy, CA 95971  
Office (530)283-7127  
jkeppleMD@pdh.org