

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JANUARY 16, 2018 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) PUBLIC HEALTH AGENCY

Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Community Outreach Coordinator or Health Education Specialist for the Senior Connections Program; 1.0 FTE Community Outreach Coordinator for the Youth Prevention Program; and 1.0 FTE Licensed Vocational Nurse I/II or Registered Nurse I/II for the Child Welfare Services Program

B) SHERIFF

- 1) Approve and authorize the Chair to sign Service Agreement between County of Plumas and Geographic Technologies Group for purchase of software for 911 Dispatch Center; and authorize the Auditor/Controller to pay invoice of \$23,000 for fixed asset purchase; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Bennett Enterprises, not to exceed \$25,000, for Sheriff vehicle repairs; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract extension with Sierra Concrete for completion of concrete work necessary on Radio Hill for new communications site; approved as to form by County Counsel

C) SOCIAL SERVICES

- 1) Accept bids for two new vehicles from Quincy Auto Sales, not to exceed \$37,500 each, and authorize the Director of Social Services to sign all documents related to the purchase
- 2) Approve and authorize ratification of an extension of a contract with Plumas Rural Services, not to exceed \$25,000, for family therapy services provided to children and their families in the Child Welfare system; and authorize the Department of Social Services to extend the agreement for two additional terms, subject to availability of funding; approved as to form by County Counsel

D) PUBLIC WORKS

- 1) Approve Amendment No. 4 of the On-Call-Right-of-Way_Engineering Services Contract with Bender Rosenthal, Inc., not to exceed \$13,000, for engineering and acquisition services for the Sloat-Poplar Valley Road Bridge replacement project; approved as to form by County Counsel
- 2) Approve Amendment No. 5 of the On-Call-Right-of-Way Engineering Services Contract with Bender Rosenthal, Inc., not to exceed \$6,500, for engineering and acquisition services for the Quincy Junction Road Bridge over Greenhorn Creek Repair project; approved as to form by County Counsel
- 3) Authorize Public Works to extend an extra-help employee from 90 days to 180 days, ending April 21, 2018

E) BEHAVIORAL HEALTH

- 1) Adopt **RESOLUTION** to authorize application for and receipt of No Place Like Home Program Technical Assistance Grant funds from the California Department of Housing and Community Development
- 2) Approve and authorize the Chair to sign multiple Service Agreements related to current Mental Health Services Act Program and Expenditure Plan, 2017-20 between County and 1) PCIRC to operate Wellness and Family Resource Centers in Chester, Greenville, and Portola, not to exceed \$102,426 (MHSA1718PCIRC-WFRC) and 2) Plumas Rural Services to implement the Mountain Visions Program, not to exceed \$605,101 (MHSA1720PRS-MV); approved as to form by County Counsel

F) PLANNING

Authorize refund of \$717.25 to Plumas Charter School for withdrawal of Special Use Permit application

G) PROBATION

Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and Dr. Alfredo Amezaga for juvenile psychological evaluations; approved as to form by County Counsel

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 Walker Ranch Community Services District Governing Board

2. **WALKER RANCH CSD** – Robert Perreault

- A. Authorize execution of a Professional Services Agreement with Fruit Growers Laboratory, Inc.(FGL) for Water and Wastewater Testing Services, not to exceed \$8,000, for 3 years; approved as to form by County Counsel; discussion and possible action
- B. Authorize execution of an Agreement for Accounting Services with Bequette, Kimmel and Oravetz , not to exceed \$26,000 for 3 years; approved as to form by County Counsel; discussion and possible action
- C. Authorize execution of a Professional Services Agreement with Vestra Resources, Inc. for the Big Cove Road Drainage Project, not to exceed \$60,500; approved as to form by County Counsel; discussion and possible action
- D. Authorize execution of a Professional Services Agreement with Vestra; Resources, Inc. for Phase II of the Sand Filter Replacement Project, not to exceed \$30,250; approved as to form by County Counsel; discussion and possible action

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

3. DEPARTMENTAL MATTERS

A) SHERIFF – Greg Hagwood

- 1) Report and update on the new Plumas County Correctional Facility project; discussion and possible action on final placement of the new facility
- 2) Approve budget transfer of \$750 from Sheriff (70330-540412) fixed asset account to Office Furniture (524312) for dispatch/upgrade needs; discussion and possible action

B) PUBLIC HEALTH AGENCY – Andrew Woodruff

Presentation by Public Health, Sheriff, and REMSA Care Flight of awards to recipients for performing lifesaving efforts on cardiac arrest victims in Plumas County as part of the HEARTSafe Communities Program

C) HUMAN RESOURCES – Nancy Selvage

- 1) Adopt **RESOLUTION** to amend Job Classifications for Accountant Auditor I; Accountant Auditor II; and amend the Fiscal Year 2017-2018 Position Allocation for Auditor/Controller Department 20040; and authorize Human Resources to recruit and fill the position. **Roll call vote**
- 2) Continued from January 9, 2018, Adopt **RESOLUTION** amending the Position Allocation for Planning Department 20490 and Geographical Information Systems (GIS) 20510 (changing the Job Classification from GIS Planner II to GIS Coordinator; and Senior Planner to Assistant Planning Director). **Roll call vote**

4. BOARD OF SUPERVISORS

A. Correspondence

B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

C. Appointments

COMMUNITY CORRECTIONS PARTNERSHIP EXECUTIVE COMMITTEE

Appoint Louise Steenkamp, Interim Behavioral Health Director to the CCP Executive Committee replacing Robert Brunson

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009, Court of Appeal Third Appellate District Case No. C082315
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, January 23, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.



Plumas County Public Health Agency

Andrew Woodruff, MPH, Acting Director • Mark Satterfield, M.D, Health Officer
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

1A

Date: December 5, 2017
To: Honorable Board of Supervisors
From: Andrew Woodruff
Cc: Nancy Selvage, HR Director
Agenda: Consent Item for January 16, 2018

Recommendation: Approve and direct Human Resources to recruit and fill the following vacant, funded and allocated positions:

- a) 1.00 FTE Community Outreach Coordinator or Health Education Specialist for the Senior Connections Program (County Promotional); and
- b) 1.00 FTE Community Outreach Coordinator for the Youth Prevention Program (County Promotional); and
- c) 1.00 FTE Licensed Vocational Nurse I or II or Registered Nurse I or II for the Child Welfare Services Program.

Background and Discussion: As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. The current vacancies have resulted in a serious shortage of available staff to meet essential services. It is critical that these positions be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations.

The Community Outreach Coordinator or Health Education Specialist position is funded through Behavioral Health to provide outreach and engagement during home visits. Visits may include screening and early identification of depression and other mental health symptoms in seniors.

The Community Outreach Coordinator position is funded with various youth prevention funding through Public Health and will work with Friday Night live students and opioid prevention specifically.

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

A copy of the Critical Staffing Requests and organizational charts are attached for your review.

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

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GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

1B1

Memorandum

DATE: January 3, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of January 16, 2018

It is recommended that the Board:

Approve and sign software license and service agreement with Geographic Technologies Group (GTG, Inc).

Authorize Auditor to pay invoice #G20-12317 from Geographic Technologies Group for this fixed asset purchase.

Background and Discussion:

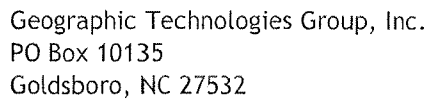
This agreement/purchase has been an ongoing process for the past several years dealing with the State 911 requirements. After three years of diligent work, the software is ready to be used.

The Sheriff's FY 17/18 budget included the funds to purchase software for the 911 Dispatch Center. The cost of the software is being reimbursed by State 911 funding and will not be a cost to the County General Fund. All items purchased with State 911 funding, per their requirements, cover all costs for a five year period ending on 01/31/2023.

Bids were requested specific to product and maintenance as per State 911 requirements and GTG, Inc provided the lowest bid.

The software license and service agreement has been approved by County Counsel.

Please authorize the Sheriff to purchase the software and licenses as requested in the FY 17/18 adopted budget and authorize the Auditor to pay the invoice.



Date	Invoice #
12/29/2017	G20-12317

Fed ID- 56-2038173

P.O. No.	Terms

For questions about this invoice, please call Dawn Reim at
919-759-9214 x100

\$23,000.00

70330-540412

GTG, INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement is entered into between: GTG, Inc. (GTG), a North Carolina Corporation, with its principal place of business at: 1202 Parkway Drive, Goldsboro, NC 27534, and the County of Plumas, a political subdivision of the State of California by and through its Sheriff's Office, with its principal place of business located at 1400 East Main Street, Quincy, CA 95971. (Customer).

GTG and Customer agree that when software described in the Supplement(s) to this Agreement is installed both parties all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. GTG will:

1. Grant a nonexclusive, nontransferable license to use the Licensed Programs on Customer supplied or approved equipment.
2. Provide Modifications, training, conversion and project management services as described herein and listed in the Supplement(s) to this Agreement.
3. Support service(s) as described herein.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to GTG Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by GTG for operation of any Licensed Program(s). Such approval to include computer hardware meeting GTG's minimum hardware requirements.

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

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"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer by GTG. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to Customer for the GTG Licensed Program(s) as listed in Supplement I.

II. LICENSE

The license granted under this Agreement permits the Customer, subject to the provisions of Sections VIII, IX, X and XII of this Agreement to:

- a. Use the Licensed Program(s) on designated machine(s) for Production and up to three (3) additional copies for Development, Testing and Fault Protection Environments and for Customer's internal use only and not for the processing of any data except Customer's (i.e., no service bureau use is permitted).
- b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c. Modify any Licensed Program(s) to form an updated work for the Customer's use, provided that:
 1. The Customer supplies GTG with written notification of the modification.
 2. The modification is made according to the GTG conventions of the GTG Modification Library and not to the base system.
- e. Customer is prohibited from reverse engineering, reverse assembling and reverse compiling the Licensed Program(s), in whole or in part. Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by GTG and will relieve GTG of any responsibility to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.
- f. Have access to a copy of the Licensed Program(s). Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. GTG offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as GTG's failure to provide required maintenance services as agreed.

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III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon thirty (30) days' written notice or by GTG as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to GTG or destroyed. An authorized representative of GTG, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated by Customer in its written notice.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.

GTG may discontinue any license or terminate this Agreement upon written notice if the Customer fails to comply with the terms and conditions of this Agreement, and Customer's failure to comply continues following the expiration of 30 days from receipt by Customer of written notice from GTG setting forth in detail the nature of the alleged failure to comply. E.g. Customer fails to notify GTG in writing within thirty (30) days that they no longer wish to continue maintenance agreement. Customer is obligated to pay the maintenance fees for the period between the expiration date and the written notice from GTG that the license agreement is being terminated. Generally this will occur 90 days after the expiration date.

IV. GTG SUPPLIED PRODUCT(S) AND/OR SERVICES

GTG shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by GTG. In addition, GTG shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by GTG.

GTG assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer to support features desired by Customer, and that they are included in the Agreement solely for that purpose.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other GTG products and services are specified in the Supplement(s) to this Agreement. Unless specified to the contrary, prices quoted in the Supplement(s) to this Agreement are valid for ninety (90) days from the date of GTG's acceptance of the applicable Supplement(s). GTG may increase its prices without notice on items not provided for in the Supplement(s).

Fees for GTG Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

Any taxes resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. GTG will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to GTG upon contract execution.

VI. LICENSED PROGRAM TESTING AND ACCEPTANCE

Beginning on the date ten (10) days after delivery of the Licensed Program(s) by GTG, the Licensed Program(s) will be available for non-productive use for testing for a period of thirty (30) days. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the Customer's specifications and/or requirements.

At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by GTG prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than non-productive use during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

VII. LICENSED PROGRAM SERVICES

Training on GTG Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on GTG's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at GTG's then prevailing rate per hour. Data must be given to GTG in an IBM compatible format on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the GTG System Change Request form ("SCR") which will be prepared for the Customer by the GTG Project Manager

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responsible for that module. GTG will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by GTG, and if provided for in the Supplement(s), will be invoiced as indicated in the Supplement(s).

Support requests for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be directed to the appropriate GTG project manager or trainer. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

GTG will provide the Customer with the Support Services listed below for the GTG Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays GTG's annual support fee.

- a. Toll free telephone support line; 888.757.4222
- b. Electronic support.
- c. Product updates and new releases of the covered Licensed Program(s).
- d. Response to calls, under normal conditions, in approximately two (2) hours of receipt of incoming call.
- e. Error corrections as made.

Upon commencement of the GTG Support Services, telephone support will be provided using a dedicated support telephone number, and the Customer must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the supplement(s), GTG shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

GTG shall not supply any support services nor be liable for any damages in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by GTG. Customer shall receive written authorization from GTG before attaching to the computer system any equipment not supplied or approved by GTG. Authorization shall not be withheld unless said equipment will cause operational damage to the system, or require undue system support from GTG.

Customer acknowledges that the systems supplied by GTG have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from GTG designated personnel. GTG shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by GTG.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, GTG shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

The Customer acknowledges that the Licensed Program(s), including the source code, design specifications and associated documentation of the Licensed Program(s), (the "GTG Proprietary Information") constitute proprietary information and trade secrets of GTG and will remain the sole property of GTG. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the GTG Proprietary Information. The Customer shall hold in confidence the GTG Proprietary Information for its benefit and internal use only by its employees. The Customer further acknowledges that, in the event of a breach or threatened breach by the Customer of the provisions of this paragraph, GTG has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

Customer recognizes that GTG has and will have access to some or part of the following information: Employee, student, and other business transaction data that are confidential information (collectively, "Information") which are valuable, special and unique assets of Customer, and the Information is protected by State and Federal law and needs to be protected from improper use and disclosure. In consideration for the disclosure of the Information, GTG agrees that GTG will not at any time or in any manner, either directly or indirectly, use any such Information for GTG's own benefit, or divulge, disclose, or communicate in any manner any Information of Customer to any third party without the prior written consent of Customer. GTG agrees to protect the Information of Customer and treat it as confidential. A violation of this paragraph shall be a material violation of this agreement. At the termination of this agreement, GTG will delete or destroy any and all Customer Information on its computer systems and provide a certified letter to Customer confirming the deletion is complete.

If it appears that GTG or its employees or agents has disclosed (or threatened to disclose) Confidential Information of Customer in violation of this Agreement, Customer shall be entitled to seek an injunction to restrain GTG or its employees or agents from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed.

IX. WARRANTY

GTG warrants that for a period of ninety (90) days after acceptance as provided for in Section VI, the GTG Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the reference documentation supplied by GTG, provided the Licensed Program(s) are used in the proper operating environment. GTG does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the ninety (90) day period after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by GTG will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. GTG shall be responsible

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only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by GTG's authorized representatives. GTG will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

GTG warrants that it has the right to license the GTG Licensed Program(s) listed in the Supplement(s) and that the GTG Licensed Program(s) does not infringe any intellectual property of any third party. GTG agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to GTG Licensed Program(s) provided GTG shall have the right to control the defense or settlement of any such claim. If use of the GTG Licensed Program(s) by the Customer is enjoined by any infringement proceeding, GTG shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the GTG Licensed Program(s) or if that is not possible, GTG shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

GTG does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by GTG.

GTG MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

X. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by GTG while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of GTG.

XI. LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, GTG shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any willful or negligent acts, or willful or negligent omissions of GTG, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer's own willful or negligent acts or omissions contributed to such damages and costs. In no event, however, will GTG be liable for any consequential damages, including lost profits, savings or re-procurement costs, even if GTG has been advised of their possibility.

Except for GTG's obligations to indemnify the Customer under infringement actions, as noted in Sections IX and XII of this Agreement, and claims for personal injury or damages to real or tangible personal

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property caused by GTG's negligence as noted above, GTG's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for GTG Licensed Program(s) and services, not including any fees associated with GTG project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by GTG of Licensed Program defects, or (2) if, after repeated efforts, GTG is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover actual, direct damages to the limits set forth in this section upon the return or complete destruction of the Licensed Programs(s) for which damages are sought.

XII. PATENT AND COPYRIGHT INDEMNITY

GTG will, at its expense, defend the Customer against any claim that the GTG Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, and GTG will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a. Give GTG prompt written notice of any such claim, and
- b. Allow GTG to control, and fully cooperate with GTG in the defense and all related settlement negotiations.

The Customer agrees to allow GTG, at GTG's option and expense, if such claim has occurred or in GTG's judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in GTG's judgment, upon written request, the Customer will return the Licensed Program(s) to GTG, and GTG shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

GTG shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by GTG or in other than the specified operating environment. This section states GTG's entire obligation to the Customer regarding infringement.

XIII. COPYRIGHT PROTECTION

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. GTG warrants and Customer acknowledges that GTG has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).

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c. To prepare other products derivative of the Licensed Program(s).

d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of GTG's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIV. MISCELLANEOUS AGREEMENT PROVISIONS

Choice of Law/Dispute Resolution. This Agreement shall be governed by laws of the State of California. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

Binding Agreement. The individual signing this Agreement and any Supplement(s) to this Agreement for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the Customer.

Assignment. This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of GTG, which consent may be reasonable withheld by GTG. GTG may not assign or transfer its rights, title and interest without the prior written consent of Customer, which consent may be reasonable withheld by Customer.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and GTG.

Force Majeure. GTG is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control. Notwithstanding any provision of this Agreement to the contrary, the unavailability of GTG staff shall not be deemed a cause beyond GTG's control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

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Publication. GTG reserves the right to publish certain information regarding this Agreement upon first receiving written approval for each announced, published, or printed release from Customer. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Agreement and listing Customer's name on GTG's complete customer listing that is made available to other GTG customers and potential customers.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of GTG or persons who have been employed by GTG within the immediate past twenty-four (24) months without prior consent of GTG

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Entire Agreement. This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement including any Supplement(s) and/or Amendments may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of GTG. Preprinted conditions and all other terms not included in this Agreement, the Pricing and Payment Supplement(s) to this Agreement, and the Hardware Purchase Agreement(s), if applicable, on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the GTG Agreements shall control unless expressly accepted by GTG in writing to the Customer.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

Signature Page Follows

3/4/2014

IN WITNESS WHEREOF, each Party represents that it has caused this License Agreement to be executed on its behalf by a duly authorized representative empowered to bind that Party with respect to the undertakings and obligations contained herein.

CUSTOMER:

By: _____

Printed Name: GREGORY HAYWOOD

Title: SHERIFF

Date: 10-6-16

GTG:

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Chair, BOS

Supplement I.

Geographic Technologies Group (GTG)

Standard Software Maintenance Agreement for ALL GTG Software

Geographic Technologies Group (GTG) standard software maintenance agreement provides software updates, upgrades and technical support for GTG's software applications installed at a client site. A client must be current on the required annual maintenance fees for software applications licensed to a client in order to receive software updates, upgrades and technical support. Clients are not entitled to any software updates, upgrades or technical support if their annual support fee is unpaid or has lapsed. If a client has allowed the annual maintenance to lapse, the client will be required to pay all past due maintenance fees and may be required to pay additional fees such as, but not limited to, additional license fees for new software versions, software re-implementation fees, and software training.

Items Covered Under Standard Software Maintenance Agreement Includes:

- Routine software updates, software patches and software upgrades to provide software fixes and enhancements as released by GTG
- Upgrades to major new versions of the software releases (additional license, implementation and training fees may be required to upgrade to some new software version releases)
- 24/7 Telephone, E-mail and Remote Technical Support for issues related to the GTG software. The telephone call support center is staffed from 8:00am- 5:00pm EST; Monday – Friday. After-hours support calls are redirected to an after-hours on-call support team. After-hours support can also be arranged upon request in advance.
- Telephone, e-mail and remote assistance with understanding basic functionality specific to GTG's software applications for clients that have been trained in the administration and use of the software application
- Assistance with diagnosing and correcting software-related issues directly related to GTG's software applications
- Updated manuals, documentation, training materials as available

Examples of Items Excluded (but not limited to) Under Standard Software Maintenance Agreement Includes:

- Configuration, setup or maintenance of mapping components (i.e. map rendering, labeling, adding/removing layers, etc.) after initial setup, configuration, and administrator training has been provided as defined during the initial software implementation
- Diagnosing, correcting and resolving issues with ESRI applications (i.e. ArcGIS Server, ArcSDE) or items related to issues with ESRI software. Client responsible to ensure that ESRI ArcGIS Server or other ESRI applications are functioning correctly prior to GTG providing support for GTG software applications
- Diagnosing, correcting and resolving Operating System and software issues (i.e. Microsoft server, workstation OS, SQL server, Active Directory, User Permissions, etc.,) or items related to issues to operating system software. Client responsible to ensure that operating system applications are functioning correctly prior to GTG providing support for GTG software applications
- Diagnosing, correcting and resolving issues related to other third party and/or business partner software applications. Client responsible to ensure that third party and/or business partner software applications are functioning correctly prior to GTG providing support for GTG software applications
- Diagnosing, correcting and resolving hardware/network issues (i.e. server or workstation hardware setup, network infrastructure, routing, firewalls, etc.) or items related to issues to hardware and network infrastructure. Client responsible to ensure that hardware and network infrastructure are functioning correctly prior to GTG providing support for GTG software applications
- Diagnosing, correcting and resolving issues related to client's GIS data or database design (i.e. missing GIS data or fields; SDE, SQL data/server items)
- Re-implementation of GTG software, or issues resulting from a client re-implementing the GTG or other related software (i.e. ESRI) after a major hardware failure (i.e. disaster recovery) or replacement of server hardware or operating system.
- Telephone, e-mail and remote assistance is provided and intended for understanding basic functionality specific to GTG's software applications for clients that have been trained in the administration and use of the software application, but is not provided or intended as additional training for new employees or employees not previously trained by GTG or for training for ESRI software or GIS practices. Additional training can be purchased for GTG and ESRI software applications.
- Software customization

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Although GTG may choose to provide some assistance at its discretion for the items excluded under the standard software maintenance agreement, GTG is under no obligation to correct or resolve issues not covered under the standard software maintenance agreement or for clients that are not current on their maintenance agreement.

GTG reserves the right to charge for support for excluded items:

- During Normal Support Hours (8:00am – 5:00pm, Monday – Friday Excluding Holidays)
 - \$150/hour or \$1,000/day during normal support hour
- After-hours emergency support for excluded items:
 - \$250/hour or \$2,000/day
- Client responsible for all expenses associated with required on-site support visits
- Additional on-site training is can be provided for \$1,400 per day + expenses
- Extended software support agreements can be customized to provide support for items and services excluded under the standard software maintenance agreement

Contacting Technical Support:

GTG Technical Support Center:	1-888-757-1222
E-mail:	support@geotg.com
Website:	http://www.geotg.com/support.html

GTG, INC. SOFTWARE LICENSE AND SERVICES COSTS

Supplement II.

Description	Quantity	License Fees	Setup/Install/Training Fees	Annual Maintenance
Vantage Points Dispatch SA	4	\$10,000.00	\$3,000.00	\$2,100.00
Esri Runtime License	4	\$800.00	0	\$200.00*
Total				

*\$50.00 per license billed and paid directly to Esri.

CUSTOMER:

By: [Signature] By: _____

Printed Name: GREGORY HAYWOOD

Title: SHERIFF Chair, BOS

Date: 10-4-16

GTG:

By: [Signature]

Printed Name: JAMES KELT

Title: SENIOR MANAGER

Date: 10-24-16

Approved as to form:

[Signature], Deputy 12/23/14
COUNTY COUNSEL

13/4/2014



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

1B2

Memorandum

DATE: January 4, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of January 16, 2018

It is recommended that the Board:

Approve and sign contract #PCSO00113 between the Plumas County Sheriff's Office (PCSO) and Mark E. Bennett, dba Bennett Enterprises in the amount of \$25,000.

Background and Discussion:

The term of this contract is 03/01/18-02/28/19. This purpose of this agreement is for Sheriff vehicle repairs.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of March 2018, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and Mark E. Bennett, an individual, doing business as Bennett Enterprises, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand Dollars and No/100 (\$25,000.00).
3. Term. The term of this agreement shall be from March 1, 2018 through February 28, 2019, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality

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

8. 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.

9. 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.

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

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability

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

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

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

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

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

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

County:

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

Contractor:

Bennett Enterprises
43B Alta Avenue
Quincy, CA 95971
Attention: Mark Bennett

23. 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.
24. 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.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
26. 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.

27. Performance by Employees. All work performed under this Agreement shall be performed by employees or subcontractors of Contractor. Mark Bennett shall not personally perform any work under this Agreement. Violation of this Section 27 shall be grounds for immediate termination of this Agreement for cause by the County.

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

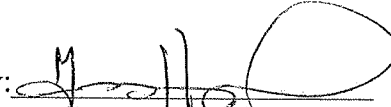
CONTRACTOR:

Mark Bennett, an individual, doing business as
Bennett Enterprises

Date: _____

COUNTY:

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

By: 
Name: Greg Hagwood
Title: Sheriff
Date: 12/27/17

Board of Supervisors:

By: _____
Name: _____
Title: Chair
Date: _____

Approved as to form:

Plumas County Counsel

By:  12/20/2017

EXHIBIT A

Scope of Work

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
 - a. Body repair and refinishing of automobiles and light trucks.
 - b. Frame repairs of automobiles and light trucks.
 - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at the following per hour rates:

Body repair work	\$72.00
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Painting	\$72.00
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Frame repair work	\$72.00
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Mechanical repair work	\$72.00
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2. Parts shall be charged at the following rates: paint at a flat rate of \$39.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

1B3

Memorandum

DATE: January 4, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Items for the meeting of January 16, 2018

It is recommended that the Board:

Approve and sign amendment to contract #PCSO00007 between the Plumas County Sheriff's Office (PCSO) and High Sierra Supply, Inc. dba Sierra Concrete.

Background and Discussion:

The original term of this contract was 10/15/16 – 05/31/16, however, the services were not provided within that time frame as was anticipated because of infrastructure problems at the construction site, Radio Hill in Quincy. The contract was extended once already, with an ending date of 12/31/17. Problems with wireless carriers resolving underground utility issues on Radio Hill prevented the construction from being completed in the extended term. This requires a second contract extension term. This second amendment runs from 1/1/18-12/31/18 to allow the project to be completed. The purpose of this contract is for the construction of a footing foundation for a communication tower and vault located at Radio Hill.

Agreement has been approved as to form by County Counsel.

SECOND AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND HIGH SIERRA SUPPLY

This Second Amendment to Agreement ("Amendment") is made on January 16, 2018, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and High Sierra Supply, Inc-DBA Sierra Concrete ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and High Sierra Supply, Inc-DBA Sierra Concrete have entered into a written Agreement dated December 12, 2016 ("Agreement"), in which High Sierra Supply, Inc-DBA Sierra Concrete agreed to provide radio tower foundation construction services to Plumas County.
- b. Because of unforeseen circumstances beyond the control of both parties discovered at the jobsite, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

The term of this Agreement is extended beyond the expiration date of December 31, 2017 through December 31, 2018 unless terminated earlier as provided in the original Agreement.

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement, all provisions of the Agreement dated December 21, 2016 and any amendments thereto shall remain unchanged and in full force and effect.

CONTRACTOR:

High Sierra Supply, Inc-DBA Sierra Concrete,
A California Corporation

By: _____

Name: Tom Vaglivieio

Title: President – CEO

Date signed:

COUNTY

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

By: _____

Name: Lori Simpson

Title: Chair-Board of Supervisors

Date signed:

Approved as to form:



Gretchen Stuhr
Deputy Plumas County Counsel




ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: JANUARY 2, 2018
TO: HONORABLE BOARD OF SUPERVISORS
FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR JANUARY 16, 2018, CONSENT AGENDA
RE: AUTHORIZATION TO PURCHASE TWO VEHICLES FROM QUINCY
AUTO SALES FOR THE DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors

Accept two bids for new vehicles from Quincy Auto Sales and authorize the Director of the Department of Social Services to sign all documents related to their purchase at a price not to exceed \$37,500 each.

Background and Discussion

The Department of Social Services has two vehicles approved in the current year budget. The Department solicited bids for the vehicles in accordance with the County of Plumas Solicitation instructions. The Department received two bids from Quincy Auto Sales that are responsive to the solicitation.

The Department requests that the Board of Supervisors accept the bids from Quincy Auto Sales and authorize the Director of the Department of Social Services to sign contracts and other necessary paperwork to complete the purchases as the Board's designee.

Financial Impact

The approved budget for each vehicle is \$37,500. The recommended purchases are within the budgeted limits for these purchases. There is no direct impact to the County General Fund as a result of these purchases. The costs are offset by Federal, State and County Realignment dollars.

Copy: DSS Management Staff

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

This bid is based on specifications for Bid Number: _____

Vehicle (circle one): New Used

Vehicle Mileage: NEW

Year, Make and Model of Vehicle: 2017 SIENNA LE AWD 7PSGR VAN

Total Bid Price: \$ 34269.00

TIRE FEE + ELEC FILING FEE 29.00

Documentary Fee: \$ 80.00

State Sales Tax (^{7.25%}~~7.50%~~): \$ 2492.41

TOTAL BID COST - FOB Quincy \$ 36870.41

MFG REBATE 3500.00

33370.41

AFTER REBATE

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- "MFG REBATE END JAN 2ND 2018"
- SUBJECT TO PRIOR SALE
- SEE ATTACHED
- _____
- _____
- _____
- _____
- _____
- _____

Firm Name: QUINCY AUTO CO.

Address: BOX 1936 City: QUINCY Zip Code: 95971

Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-966-5463 Email Address: QUINCYAUTO@ATT.NET

Signature: [Signature] Date: 12-22-17

Please include business card.

RECEIVED

DEC 26 2017

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

This bid is based on specifications for Bid Number: _____

Vehicle (circle one): New Used

Vehicle Mileage: NEW

Year, Make and Model of Vehicle: 2018 HIGHLANDER LE V6 AWD

Total Bid Price: \$ 33742.00

TIRE FEE 29.00

ELECTRONIC FILING FEE 80.00

Documentary Fee: \$ 2454.20

State Sales Tax (^{7.25}~~7.50~~%): \$ 2454.20

TOTAL BID COST – FOB Quincy \$ 36305.20

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- THERE ARE NO MFG INCENTIVES AT THIS TIME
- SUBJECT TO PRIOR SALE
- SEE ATTACHED
- _____
- _____
- _____
- _____
- _____
- _____

Firm Name: QUINCY AUTO CO.

Address: P.O. BOX 1936 City: QUINCY Zip Code: 95971

Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-966-5463 Email Address: QUINCY AUTO@ATT.NET

Signature: [Signature] Date: 12-22-17

Please include business card.

RECEIVED

DEC 26 2017

PLUMAS COUNTY
SOCIAL SERVICES
(ADMINISTRATION)

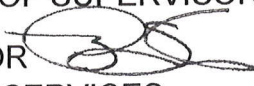


ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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

DATE: JANUARY 5, 2018
TO: THE HONORABLE BOARD OF SUPERVISORS
FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR JANUARY 16, 2018, CONSENT AGENDA
RE: REQUEST TO RATIFY A CONTRACT EXTENSION WITH PLUMAS
RURAL SERVICES FOR FAMILY THERAPY FOR CHILDREN AND
FAMILIES IN THE CHILD WELFARE SYSTEM

It is Recommended that the Board of Supervisors

1. Approve and authorize the ratification of an extension of a contract with Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare system.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to extend the agreement for two additional terms subject to the availability of funding for this purpose and an agreement between parties regarding compensation.

Background and Discussion

The Department of Social Services annually contracts with Plumas Rural Services (PRS) to provide interventive and supportive therapy to children and their families who are in the Child Welfare system (CWS) or who are at risk of coming into the system. Family therapy for these families is a part of the CWS System Improvement Plan. The therapy is targeted to shortening the amount of time that children are placed out of the home and/or keeping children out of the CWS system in the first place. The Department annually contracts with PRS for these services. In addition to approving the current year contract, the Department requests authority to extend the agreement for two additional terms subject to the availability of funding for this purpose and an agreement between the parties regarding compensation.

Financial Impact

The agreement calls for a total compensation amount that is not to exceed \$25,000 for the current term. The Department of Social Services approved budget for FY 2017-2018

includes funds to support this agreement. All funds are from state, federal and Realignment sources. There is no impact to the County General Fund.

Other Agency Involvement

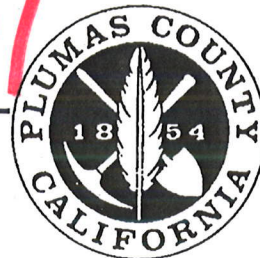
County Counsel has reviewed the proposed agreement and approved it as to form.

Copies (memo only): DSS Management Staff
Janell Sommer, Administrative Assistant

Enclosure

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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 January 16, 2018 meeting of the Plumas County Board of Supervisors

January 8, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Request of Authorization for approval of Amendments No. 4 of the On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. (Consultant) for \$13,000 to provide right-of-way engineering and acquisition services for the Sloat-Poplar Valley Road Bridge Replacement.

Background:

The County of Plumas has obtained funding through the Federal Highway Bridge Program to replace a single-lane bridge on Sloat-Poplar Valley Road. Temporary and permanent right-of-way acquisition is necessary to complete the project. Minor utility relocation may also be required.

Bender Rosenthal, Inc. is the On-Call Right-of-Way Consultant for the County pursuant to the vote of contract award by the Board of Supervisors on October 20, 2015.

The attached Amendment No. 4 has been reviewed and approved as to form by County Counsel.

Recommendations:

The Director of Public Works staff 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 existing On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. for \$13,000 to provide right-of-way engineering and acquisition services for the Sloat-Poplar Valley Road Bridge Replacement.

Attachment: Amendment No. 4 – Sloat-Poplar Valley Road Bridge Replacement Project

AMENDMENT NO. 4
to the
PROFESSIONAL SERVICES AGREEMENT

**Right-of-Way Engineering Acquisition Services for
Transportation Improvement Projects in
Plumas County, California**

The October 20, 2015 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and BENDER ROSENTHAL INC. ("Consultant"), is hereby amended as follows:

The "County" has identified the need for professional services on the following project:

**Sloat-Poplar Valley Road Bridge Replacement Project
(Department of Public Works - Work Order #561)**

Project Background

The County of Plumas has obtained funding through the Federal Highway Bridge Program to replace a single-lane bridge on Sloat-Poplar Valley Road. Temporary and permanent right-of-way acquisition is necessary to complete the project. Minor utility relocation may also be required.

Scope of Work

The scope of work shall be as specifically set forth in the Scope of Work and Cost Proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Scope of Work and Cost Proposal set forth in Exhibit "A," attached hereto. Consultant's compensation shall in no case exceed Thirteen Thousand Dollars and No Cents (\$13,000). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 4. The Consultant shall complete the work in accordance with the October 20, 2015 Professional Services Agreement thereafter.

Other Contract Provisions

All other contract provisions set forth in the October 20, 2015 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 written above.

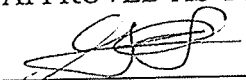
COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



County Counsel

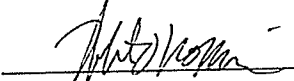
Date: 12/15/2017

CONCURRENCE BY:

County Purchasing Officer

Date: _____

CONSULTANT
BENDER ROSENTHAL INC.



Signature
Bob Morrison, P.E. CA RE Broker

Date: 1/4/18

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachments: Exhibit A - Scope of Work and Cost Proposal

EXHIBIT A

Scope of Work and Cost Proposal

TASK 1 – RIGHT OF WAY PROGRAM MANAGEMENT:

BRI will assign a Project Manager to oversee performance of the Tasks involved in delivery of the Right of Way (R/W) in the proposed Professional Services Contract between BRI and Plumas County Department of Public Works (Client).

TASK 2 – VALUATION SERVICES:

BRI will develop a complete valuation for the client utilizing a Waiver Valuation Format described in Caltrans Appraisal Manual Chapter Seven (7) at 7.02.13.01. A Waiver Valuation in Lieu of an Appraisal is proposed to be used on this project to estimate the compensation for the proposed acquisition of a Fee interest and a Temporary Construction Easement (TCE) interest from one (1) ownership affecting small portions of the parcel at Clients discretion.

As regards the scope for Task Order three (5); an appraisal is not considered to be required because the valuation problem is uncomplicated and the fair market value is estimated at less than \$10,000 based on a review of available data. The \$10,000 amount can include severance damages, but excludes any insignificant construction contract work. Client acknowledges that a Waiver Valuation is not an appraisal and is to be used merely for documentation in support of the estimated compensation used to develop Just Compensation by Client, to be paid to the property owner. Criteria considered in making the determination as to uncomplicated valuations includes:

- There is no serious question as to the highest and best use;
- There is adequate market data available;
- There are no substantial damages and benefits involved; and
- There is no substantial decrease in market value due to the presence of hazardous material/waste.

Waiver Valuations are prepared in conformance with, and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Both fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation with jurisdictional exceptions applying in some cases.

Assumptions:

- Property owners will be a willing sellers. If condemnation services are needed, a full appraisal will be required.
- Appraisal maps, plat maps and legal descriptions will be provided to BRI by others.

Deliverables:

- Three copies of a Minimum Value Estimate (MVE) meeting all State and Federal Standards; and
- One (1) Fee interest and one (1) Temporary Construction Easement (TCE) from two (2) Grantors.

TASK 3 - ACQUISITION SERVICES

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop; purchase agreements (right of way contracts) easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to six (6) contacts in the first sixty (60) days.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with Client's staff and other consultants;
2. Review of appraisals, title reports, maps and descriptions of the required parcels;
3. Field review the project with Client or other designated person;
4. Preparation of right-of-way contracts and other acquisition documents; and
5. Meet with grantors to discuss the project in general; review maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third (3rd) contact either in person or by telephone/mail. A recommendation to the Client will be made after *impasse* has been reached. To reach *impasse* there are specific requirements as follows:
 - A. Go through the *acquisition steps* outlined below; plus
 - B. Make at least three (3) contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend up to eight hours working on the parcel acquisition; and
 - D. Respond to property owner inquiries verbally and in writing within two business days.

Acquisition steps when offering compensation to a property owner (grantor) include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. The Client accepts counter. (Close)
 - b. The Client rejects counter. (Impasse)
 - c. The Client makes new offer.
 3. Owner accepts new offer. (Close)
 4. Owner does not accept new offer. (Impasse)
 5. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction, or deliver a memorandum explaining *impasse*; and
 6. Transfer all pertinent correspondence and files to Client.

Deliverables:

- Acquisition of one (1) Fee interest and one (1) Temporary Construction Easement (TCE) from two (2) ownerships.

TASK 4 – RIGHT OF WAY CERTIFICATION

- BRI will prepare the ROW certification per Caltrans requirements.

Deliverables: One (1) final Right of Way Certification Document 13-B at certification level 1 or 2.

SCHEDULE AND FEES:

BRI proposes to deliver the ROW phase within three (3) months from the Notice to Proceed for delivery of the required parcel targeted. Our proposed fee based on the Scope outlined herein is as follows:

Approach No. 1	Task	Description	Total
1.	Right of Way Program Management	Included	\$ 0
2.	Valuation Services: permanent and temporary rights assuming values less than \$10,000 and no condemnation	Two (2) Waiver Valuations @ \$2,500/each	\$ 5,000
3.	Acquisition Services: Up to one (1) Fee interest and one (1) Temporary Construction Easement (TCE) from two (2) parcels	Two (2) negotiations @ \$3,500/each	\$ 7,000
4.	Right of Way Certification		\$ 1,000
Total Budget:			\$13,000

The following are the assumptions behind the budget:

1. All R/W Activities are to conform to Caltrans Standards, Practices, Policies and Manuals
2. Full documentation to Federal and State standards for all tasks;
3. No expert witness testimony;
4. This proposal assumes two (2) ownerships;
5. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown above;
6. No Coordination with State or Federal right of way departments, other than listed in scope;
7. This fee assumes that no significant structures or improvements will be acquired;
8. This proposal does not contemplate any eminent domain actions. If condemnation becomes necessary, a separate cost and scope document will be prepared to account for required Right of Way and Right of Way Engineering Services along with expert witness testimony if needed; and
 - a. A change in engineering once the acquisition process has begun;
 - b. Addition of a parcel;
 - c. Addition of easements, or other property rights; and
 - d. Any additional professional expertise.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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 January 16, 2018 meeting of the Plumas County Board of Supervisors

January 8, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Request of Authorization for approval of Amendments No. 5 of the On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. (Consultant) for \$6,500 to provide right-of-way engineering and acquisition services for the Quincy Junction Road Bridge over Greenhorn Creek Repair Project.

Background:

Following the February storms of 2017, numerous roadways, bridges and culverts experienced significant damage. One of these storm damage sites is the Quincy Junction Road Bridge over Greenhorn Creek which suffered structural damage when a large tree, carried by flood waters, struck one of the bridge piers. This damage resulted in the need to close one lane over the bridge.

The proposed repairs will require a temporary construction easement from an adjoining property owner. Bender Rosenthal, Inc. is presently under an On-call contract with the County and possesses the expertise to secure this easement.

Bender Rosenthal, Inc. is the On-Call Right-of-Way Consultant for the County pursuant to the vote of contract award by the Board of Supervisors on October 20, 2015.

The attached Amendment No. 5 has been reviewed and approved as to form by County Counsel.

Recommendations:

The Director of Public Works staff 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. 5 to the existing On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. for \$6,500 to provide right-of-way engineering and acquisition services for the Quincy Junction Road Bridge over Greenhorn Creek Repair Project.

Attachment: Amendment No. 5 – Quincy Junction Road Bridge over Greenhorn Creek Repair Project

AMENDMENT NO. 5
to the
PROFESSIONAL SERVICES AGREEMENT

**Right-of-Way Engineering Acquisition Services for
Transportation Improvement Projects in
Plumas County, California**

The October 20, 2015 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and BENDER ROSENTHAL INC. ("Consultant"), is hereby amended as follows:

The "County" has identified the need for professional services on the following project:

**Quincy Junction Road Bridge over Greenhorn Creek Repair Project
(Department of Public Works - Work Order: ER 11)**

Project Background

Following the February storms of 2017, numerous roadways, bridges and culverts experienced significant damage. One of these storm damage sites is the Quincy Junction Road Bridge over Greenhorn Creek which suffered structural damage when a large tree, carried by flood waters, struck one of the bridge piers. This damage resulted in the need to close one lane over the bridge.

Public Works staff is presently planning repair within the next several weeks if weather conditions permit. The proposed repairs will require a temporary construction easement from an adjoining property owner. Bender Rosenthal, Inc. is presently under an On-call contract with the County and possesses the expertise to secure this easement.

Scope of Work

The scope of work shall be as specifically set forth in the Scope of Work and Cost Proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Scope of Work and Cost Proposal set forth in Exhibit "A," attached hereto. Consultant's compensation shall in no case exceed Six Thousand Five Hundred Dollars and No Cents (\$6,500). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 5. The Consultant shall complete the work in accordance with the October 20, 2015 Professional Services Agreement thereafter.

Other Contract Provisions

All other contract provisions set forth in the October 20, 2015 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No 5 to be executed by and through their respective authorized officers, as of the date first written above.


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

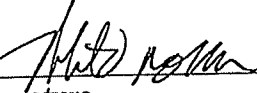
Date: 10/15/2017

CONCURRENCE BY:

County Purchasing Officer

Date: _____

CONSULTANT
BENDER ROSENTHAL INC.



Signature
Bob Morrison, P.E. CA RE Broker

Date: 1/4/18

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachments: Exhibit A - Scope of Work and Cost Proposal

EXHIBIT A

Scope of Work and Cost Proposal

TASK 1 – RIGHT OF WAY PROGRAM MANAGEMENT:

BRI will assign a Project Manager to oversee performance of the Tasks involved in delivery of the Right of Way (R/W) in the proposed Professional Services Contract between BRI and Plumas County Department of Public Works (Client).

TASK 2 – VALUATION SERVICES:

BRI will develop a Diary Entry valuation for the client, utilizing a Minimum Value Estimate (Waiver Valuation) Format described in Caltrans Appraisal Manual Chapter Seven at 7.02.13.01. A Waiver Valuation in Lieu of an Appraisal is proposed to be used on this project to estimate the compensation for the proposed acquisition of permanent road and utility easements as well as a temporary construction easements (TCE's) affecting a small portion of Grantors parcel at Clients discretion.

As regards the scope for Task Order Six (6); an appraisal is not considered to be required because the valuation problem is uncomplicated and the fair market value is estimated at \$2,500 or less based on a review of available data. The \$2,500 amount can include severance damages, but excludes any insignificant construction contract work. Client acknowledges that a Waiver Valuation is not an appraisal and is to be used merely for documentation in support of the estimated compensation used to develop Just Compensation to be paid to the property owner. Criteria considered in making the determination as to uncomplicated valuations includes:

- There is no serious question as to the highest and best use;
- There is adequate market data available;
- There are no substantial damages and benefits involved; and
- There is no substantial decrease in market value due to the presence of hazardous material/waste.

Waiver Valuations are prepared in conformance with, and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Both fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation with jurisdictional exceptions applying in some cases.

Assumptions:

- Property owner will be a willing seller. If condemnation services are needed, a full appraisal will be required.
- Appraisal maps, plat maps and legal descriptions will be provided to BRI by others.
- Preliminary title report will be provided to BRI by others.

Deliverables:

- Three (3) copies of a Diary Entry Minimum Value Estimate meeting all State and Federal Standards and one permanent road and utility easement and one temporary construction easement from one (1) Grantor.

TASK 3 - ACQUISITION SERVICES

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop; purchase agreements (right of way contracts) easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition

negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to three contacts in the first thirty days and will continue negotiations for up to two (2) months or six (6) contacts with the property owner.

Deliverables:

- Acquisition of up to one (1) Temporary Construction Easement (TCE) from one (1) ownership APN# 005-290-051.

TASK 5 – RIGHT OF WAY CERTIFICATION

BRI will prepare the ROW certification per Caltrans requirements.

Deliverables: One draft and one final Right of Way Certification Document 13-B at certification level 1 or 2.

SCHEDULE AND FEES:

BRI proposes to deliver the ROW phase within six (6) months from the Notice to Proceed for delivery of all the parcel targeted for February 1, 2018. Our proposed fee based on the Scope outlined herein is as follows:

Task	Description	Total
Right of Way Program Management	Included	\$ 0
Valuation Services: temporary easement assuming values less than \$2,500	Diary Entry Waiver Valuation @ \$2,500	\$2,500
Acquisition Services: Acquire one TCE from one ownership.	One signed purchase agreement and temporary easement deed – up to 20 hours @ \$150/hour	\$3,000
Right of Way Certification		\$1,000
Total Budget:		\$6,500

The following are the assumptions behind the budget:

1. All R/W Activities are to conform to Caltrans Standards, Practices, Policies and Manuals
2. Full documentation to Federal and State standards for all tasks;
3. No expert witness testimony;
4. This proposal assumes two (2) ownerships;
5. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown above;
6. No Coordination with State or Federal right of way departments, other than listed in scope;
7. This fee assumes that no significant structures or improvements will be acquired;
8. This proposal does not contemplate any eminent domain actions. If condemnation becomes necessary, a separate cost and scope document will be prepared to account for required Right of Way and Right of Way Engineering Services along with expert witness testimony if needed; and
9. Any external audit support will be billed on a time and material basis, as well as the following:
 - a. A change in engineering once the acquisition process has begun;
 - b. Addition of a parcel;
 - c. Addition of easements, or other property rights; and
 - d. Any additional professional expertise.

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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS



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

CONSENT AGENDA REQUEST

For the January 16, 2018 meeting of the Plumas County Board of Supervisors

January 8, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Authorization for the Department of Public Works to extend an extra help employee from 90 days to 180 days, thus ending on April 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 a time that a longer term is approved by the Board of Supervisors; see Personnel Rule 13, Appointments, 13.02, copy attached.

On November 14, the Director of Public Works obtained approval from the Board of Supervisors to extend the employee's term from 30 days to 90 days, ending on January 21, 2018.

As there is a continuing need for this particular employee's services, the Director of Public Works is recommending that the employee's term be extended from 90 days to 180 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 90 days to 180 days, thus ending on April 21, 2018.

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

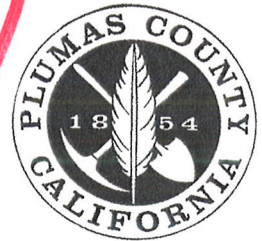
PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

PHONE (530) 283-6307 FAX (530) 283-6045

Louise Steenkamp, Interim Director

1E1



Date: January 8, 2018

To: Honorable Board of Supervisors

From: Louise Steenkamp, Acting Director *JS*

Agenda: Agenda Item for January 16, 2018 BOS meeting

Item Description: Adopt Resolution to authorize application for and receipt of *No Place Like Home Program* Technical Assistance Grant funds from the California Department of Housing and Community Development.

Recommendation: It is respectfully requested that the Board of Supervisors adopt a Resolution authorizing application for and receipt of *No Place Like Home Program* Technical Assistance Grant funds from the California Department of Housing and Community Development.

Background and Discussion: Plumas County Behavioral Health is requesting adoption of a Resolution authorizing application for and receipt of *No Place Like Home Program* Technical Assistance Grant funds in the amount of \$75,000 from the California Department of Housing and Community Development.

No Place Like Home (NPLH) is a new statewide Mental Health Services Act housing program, administered through the California Department of Housing and Community Development for the purpose of developing and providing local permanent supportive housing to people living with severe mental illness.

Receipt of the funds will allow Plumas County Behavioral Health, working with stakeholders, related County agencies, and community partners, to hire a consultant for the purpose of developing a small-scale housing project, of one to four units, as part of a broader Plumas County housing plan. This plan will allow the County Behavioral Health Department to apply for subsequent Phase I non-competitive *NPLH* "Over-the-Counter" funds in the amount of \$500,000 for a small-scale housing project and *NPLH* competitive Phase II application available to small counties (under 200,000 residents) to fund larger mixed-use housing projects. The Notice of Funding Availability (NOFA) for "Over-the-Counter" funds is expected to be released late Summer, 2018.

This resolution replaces an earlier version which the Board approved on September 19, 2017 and which California Department of Housing and Community Development nullified due to an administrative omission of the Board Chair's name and title within the body of the resolution.

Thank you.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY

AUTHORIZING APPLICATION FOR, AND RECEIPT OF, NO PLACE LIKE HOME
PROGRAM TECHNICAL ASSISTANCE GRANT FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated April 10, 2017 (NOFA), for its No Place Like Home (NPLH) Program Technical Assistance Grants; and

WHEREAS, the County of PLUMAS desires to submit a project application for the NPLH Program and will submit a 2017 Technical Assistance Grant Application as described in the NPLH Program Technical Assistance Grants NOFA and NPLH Program Technical Assistance Grant Guidelines released by the Department for the NPLH Program; and

WHEREAS, the Department is authorized to provide up to \$6.2 million from the Mental Health Services Act Fund for technical assistance and application preparation assistance to Counties (as described in Welfare and Institutions Code §5849.10) related to the NPLH Program.

NOW, THEREFORE, THE COUNTY OF PLUMAS RESOLVES AS FOLLOWS:

SECTION 1. The County is hereby authorized and directed to apply for and submit to the Department the 2017 NPLH Program Technical Assistance Grant Application released April 10, 2017 in the amount of \$ 75,000.00.

SECTION 2. In connection with the NPLH Program Technical Assistance Grant, if the application is approved by the Department, the County is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of \$ 75,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the NPLH Program Technical Assistance Grant, the County's obligations related thereto, and all amendments thereto (collectively, the "NPLH Technical Assistance Grant Documents").

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the NPLH Program Technical Assistance Guidelines, the NPLH statute (Welfare and Institutions Code §5849.1 et. Seq.), and any applicable NPLH Program guidelines published by the Department. Funds are to be used for allowable project expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County

hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the NPLH Program Technical Assistance Grant NOFA, the NPLH Program Technical Assistance Guidelines, and 2017 NPLH Program Technical Assistance Grant Application.

SECTION 4. The County Executive, Chairperson of the County Board of Supervisors, Lori Simpson, is authorized and directed to execute the County of PLUMAS NPLH Program Technical Assistance Grant Application, the NPLH Program Technical Assistance Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the NPLH Program Technical Assistance Grant.

ADOPTED January 16, 2018, by the County Board of Supervisors of the County of Plumas by the following vote:

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

Lori Simpson, Chairperson
Board of Supervisors

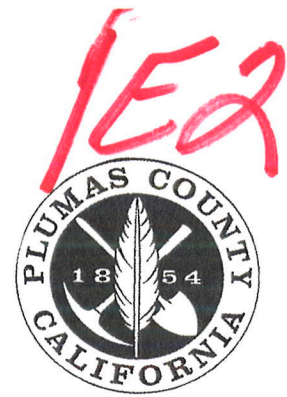
ATTEST:

Nancy L. DaForno, Clerk of the Board

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: January 8, 2018

To: Honorable Board of Supervisors

From: Louise Steenkamp, Acting Director *JS*

Agenda: Agenda Item for January 16, 2018 BOS meeting

Item Description: Approve and authorize the Chair to sign multiple Service Agreements related to current Mental Health Services Act Program and Expenditure Plan, 2017-20 between County and 1) PCIRC to operate Wellness and Family Resource Centers in Chester, Greenville, and Portola, not to exceed \$102,426 (MHSA1718PCIRC-WFRC) and 2) Plumas Rural Services to implement the Mountain Visions Program, not to exceed \$605,101 (MHSA1720PRS-MV); approved as to form by County.

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign multiple Service Agreements related to the current Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-20. The Service Agreements between the County and 1) Plumas Crisis Intervention and Resource Center to operate Wellness and Family Resource Centers in Chester, Greenville, and Portola (MHSA1718PCIRC-WFRC) and 2) Plumas Rural Services to implement the Mountain Visions Early Intervention Program (MHSA1720PRS-MV) are funded through Mental Health Services Act Community Services and Supports (CSS – Dept. 70571) and Prevention and Early Intervention (PEI – Dept. 70573) components, respectively.

Background and Discussion: Plumas County Behavioral Health partners with multiple County agencies and non-profit organizations for service delivery through Mental Health Services Act program funding. These services and program descriptions are provided in detail in the current MHSA Program and Expenditure Plan, 2017-20. PCBH is requesting approval and authorization for the Chair to sign two Service Agreements for programs as part of the current Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-20 by the Board on September 19, 2017.

The purpose of Mental Health Services Act (MHSA) Community Services and Supports (CSS) and Prevention and Early Intervention (PEI) programs is to provide direct services to recipients of Plumas County Behavioral Health, as well as to improve access to unserved and underserved populations.

-
- 1) Plumas County Behavioral Health partners with Plumas Crisis Intervention and Resource Center to operate three Wellness and Family Resource Centers in Chester, Greenville, and Portola. The purpose of these Centers is to offer through a single point of entry to Plumas County residents, Behavioral Health clients and other community members, access in their home communities to multiple service providers, such as Behavioral Health clinicians, case managers, and peer advocates, PCIRC family advocacy, Probation Department

Division, Social Services family visits and benefits counseling, and Veterans Services case management and outreach. This Service Agreement will continue program funding to PCIRC through June 30, 2018.

- 2) The Mountain Visions Program is an early intervention program using an outdoor therapeutic interventions model in up to seventeen outdoor excursions during the year for youth at risk of developing a severe emotional disturbance (SED). This successful program has been provided to PCBH adolescent clients for more than twenty years as part of the Department's Children and Transitional Age Youth (TAY) therapeutic services. However, in the summer of 2017, Plumas County Behavioral Health identified the need to move and fund this program as part of an MHSa-partner agency, Plumas Rural Services, thus freeing up Department therapeutic and case management resources to child and adolescent clients who have been diagnosed with SED.

There are sufficient funds available in MHSa fund balance (0014A), including projected revenue allocations in FY 2017-18, to fund these programs.

These Service Agreements are approved to form by County Counsel. A copy of each service agreement is on file with the Clerk of the Board. No General Fund monies will be used to fund these agreements.

1. *Plumas Crisis Intervention and Resource Center*, Agreement MHSa1718PCIRC-WFRC, December 1, 2017 through June 30, 2018 – not to exceed \$102,426
2. *Plumas Rural Services*, Agreement MHSa1720PRS-MV, October 1, 2017 through June 30, 2020 – not to exceed \$605,101

Thank you.



PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971
(530) 283-7011

www.countyofplumas.com

DATE: January 2, 2018

TO: Honorable Chair and Members of the Board of Supervisors

FROM: *Randy Wilson*
for Randy Wilson, Plumas County Planning Director

SUBJECT: Consent Agenda Item for January 16, 2018; RE: Refund to Plumas Charter School

Recommendation:

Approve the refund to Plumas Charter School in the amount of \$717.25.

Background:

Plumas Charter School applied for a special use permit to utilize the facility located at 493 Main Street, Quincy, as a learning center. Due to complications with the proposed student pick-up and drop-off, Plumas Charter School withdrew their application for a special use permit and is seeking a refund of the unused portion of the application fee.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



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

DATE: January 16, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to ratify, approve, and authorize Chair to sign contract between the Probation Department and Dr. Alfredo M. Amezaga Jr.

Recommendation

Ratify, approve, and authorize Chair to sign contract between the Probation Department and Dr. Alfredo M. Amezaga Jr. for juvenile psychological evaluations.

Background and Discussion

The Probation Department has contracted with Dr. Amezaga in the past to perform juvenile psychological evaluations when requested to do so by the Chief Probation Officer and/or Juvenile Court. It is mandated by the State of California that we have a contract in place with a juvenile psychologist to perform such evaluations, therefore, we respectfully request this contract be ratified and approved.

A copy of the contract is on file with the Clerk of the Board.

2A


WALKER RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
Robert A. Perreault, Jr., P.E. *County Engineer and Manager, WRCSD*

CONSENT AGENDA REQUEST

for the January 9, 2018 meeting of the Plumas County Board of Supervisors

Date: January 2, 2018

To: Honorable Governing Board

From: Robert Perreault, Manager, WRCSD 

Subject: Approval of Professional Services Agreement for Fruit Growers Laboratory, Inc.
for Water and Wastewater Testing Services

BACKGROUND:

Fruit Growers Laboratory (FGL) is the current laboratory conducting analysis on samples taken from Walker Ranch CSD water and wastewater operations. The periodic tests that are run by FGL are required by the Central Valley Regional Water Quality Control Board to comply with regulations.

The attached agreement for Laboratory professional services, approved as to form by County Counsel, will commence retroactively for testing analysis performed after July 1, 2017. The total compensation shall not exceed \$8,000 with agreement expiring on June 30, 2020.

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

RECOMMENDATION:

The Walker Ranch Community Services District Manager respectfully recommends that the WRCSD Governing Board ratify work performed since July 28, 2017, as approved by the WRCSD Manager, and authorize the WRCSD Manager and the Chair of the Governing Board to execute the Professional Services Agreement with Fruit Growers Laboratory, Inc., copy attached.

Attachment: Professional Services Agreement for Fruit Growers Laboratory, Inc. for Water and Wastewater Testing Services

Services Agreement

This Agreement is made by and between the Walker Ranch CSD, a political subdivision of the State of California, by and through its Department of Public Works (hereinafter referred to as "WRCSD"), and, Fruit Growers Laboratory, Inc. (FGL Environmental), a California corporation (hereinafter referred to as "Laboratory").

The parties agree as follows:

1. Scope of Work. Laboratory shall provide the WRCSD with services as set forth in Exhibit A, attached hereto.
2. Compensation. WRCSD shall pay Laboratory for services provided to WRCSD pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by WRCSD to Laboratory under this Agreement shall not exceed Eight Thousand Dollars and 00/100 (\$8,000.00).
3. Term. The term of this agreement shall commence retroactively 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 WRCSD shall have no liability to pay any further funds whatsoever to Laboratory or furnish any other consideration under this Agreement and Laboratory 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 WRCSD shall have the option to either cancel this Agreement with no further liability incurring to the WRCSD, or offer an amendment to Laboratory 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. Laboratory 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. Laboratory 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. Laboratory 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.

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CONTRACTOR INITIALS 

Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), WRCSD shall not be liable for, and Laboratory shall defend and indemnify WRCSD 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 Laboratory 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 WRCSD Parties. Laboratory shall have no obligation, however, to defend or indemnify WRCSD 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 WRCSD Parties. The obligations of this indemnity shall be for the full amount of all damage to WRCSD, 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 WRCSD, 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 Laboratory, as the named insured, shall also be available and applicable to the WRCSD, as the additional insured; and

- iii. All of Laboratory's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the WRCSD, 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. Laboratory's policy shall be primary insurance as respects the WRCSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the WRCSD, its officers, officials, employees, representatives and agents shall be in excess of the Laboratory'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 Laboratory 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 WRCSD before the WRCSD'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.

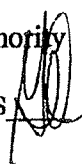
d. Workers Compensation insurance in accordance with California state law.

If requested by WRCSD in writing, Laboratory shall furnish a certificate of insurance satisfactory to WRCSD 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 WRCSD. WRCSD 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. Laboratory shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Laboratory shall verify subcontractor's compliance.

9. Licenses and Permits. Laboratory represents and warrants to WRCSD that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Laboratory to practice its profession and to perform its duties and obligations under this Agreement. Laboratory represents and warrants to WRCSD that Laboratory 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 Laboratory 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 Laboratory is not acting hereunder as an employee of the WRCSD, but solely as an independent contractor. Laboratory, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, WRCSD. Except as expressly provided in this Agreement, Laboratory has no authority

RT WRCSD INITIALS

CONTRACTOR INITIALS



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

11. Assignment. Laboratory may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the WRCSD.
12. Non-discrimination. Laboratory 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. Laboratory represents that it is unaware of any financial or economic interest of any public officer or employee of WRCSD 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 WRCSD, the WRCSD may immediately terminate this Agreement by giving written notice to Laboratory.



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.

Walker Ranch CSD:

Walker Ranch CSD
Attn: Robert A. Perreault, P.E.
Plumas County Engineer & Manager WRCSD
555 Main Street
Quincy, CA 95971
Tel. (530) 283-6268
Fax. (530) 283-6323

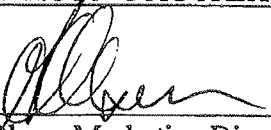
Contractor:

FGL Environmental
563 East Lindo Avenue.
Chico, CA 95926
Tel: (800) 440-7821 ext 2032

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 Laboratory represents that he or she is fully authorized to execute and deliver this Agreement.

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

FOR FRUIT GROWERS LABORATORY, INC.



Glen Olsen, Marketing Director

Date: 11-20-17


FOR WALKER RANCH COMMUNITY SERVICES DISTRICT

APPROVED AS TO SCOPE OF WORK:

Robert A. Perreault, Jr., P.E., Manager
Walker Ranch CSD

Date: _____

APPROVED AS TO FORM:



Plumas County Counsel

Date: 11-15-17

CONCURRENCE:


Chair, Board of Supervisors

Date: _____

Exhibit A
Scope of Work

Perform testing on samples taken and delivered to FGL Laboratory from Walker Ranch CSD operator on an as needed and as required basis.

RT WRCSD INITIALS

CONTRACTOR INITIALS 

**Exhibit B
Fee Schedule**

See Attached Fee Schedule from FGL Environmental

RT WRCSD INITIALS

CONTRACTOR INITIALS

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke at the bottom.

Fee Schedule



Environmental Analyses

For

**Drinking Water, Waste Water and
Hazardous Waste**

Valid as of February 1, 2017

DRINKING WATER

<i>Bacteriology</i>	
Presence/Absence Colilert	\$28.00
Presence/Absence Colisure	\$33.00
Total Coliform and E. Coli- MPN (QT100)	\$33.00
Total & Fecal Coliform – MPN (LTB 15 Tube)	\$33.00
Heterotrophic Plate Count (HPC)	\$42.00
Aerobic Plate Count (APC)	\$44.00
Enterococci (Enterolert)	\$38.00
Iron Bacteria	\$35.00
Sulphur Bacteria	\$35.00
<i>Wet Chemistry</i>	
Standard Mineral (Alkalinity, Boron, Calcium, Carbonate, Chloride, Copper, Bicarbonate, Fluoride, Hydroxide, Iron, Magnesium, Manganese, Nitrate, Nitrite, Potassium, Sodium, Sulfate, Total Hardness, Zinc)	\$105.00
General Mineral (Alkalinity, boron, bicarbonate, carbonate, calcium, chloride, copper, aggressive index, fluoride, MBAS (foaming agents), hydroxide, iron, Langlier index, magnesium, manganese, nitrate, nitrite, pH, potassium, sodium, SAR, electrical conductivity, sulfate, TDS, total hardness, zinc)	\$175.00
General Mineral as Dissolved	\$187.00
General Mineral/Irrigation Combo	\$180.00
Irrigation Suitability	\$110.00
General Physical	\$44.00
Aggressiveness Index	\$70.00
Alkalinity (CaCO ₃)	\$29.00
Ammonia (NH ₃ -N)	\$40.00

Anions (each): Bromide; Chloride; Fluoride; Nitrate; Nitrite; Phosphate; Sulfate	\$30.00
Carbon Dioxide (CO ₂)	\$40.00
Chlorine Residual, Free or Total	\$28.00
Chlorine Res, Low level	\$98.00
Color	\$24.00
Cyanide, Total	\$72.00
Electrical Conductivity (EC)	\$25.00
Hardness, Total (CaCO ₃)	\$44.00
Langlier Index	\$83.00
MBAS	\$60.00
Nitrate + Nitrite as N	\$30.00
Odor	\$24.00
Oxygen, Dissolved (DO)	\$26.00
Perchlorate	\$54.00
pH	\$25.00
Field pH	\$25.00
Sodium Adsorption Ratio (SAR)	\$65.00
Sulfide, Total	\$35.00
Sulfide, Dissolved	\$38.00
Turbidity	\$24.00
Total Solids	\$30.00
Total Dissolved Solids (TDS/TFR)	\$30.00

<i>Metals Analyses</i>	
Filtering for Dissolved Metals	\$12.00
IOC Metals ⁽¹⁴⁾ (Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Lead, Mercury, Nickel, Selenium, Silver, Thallium, Vanadium)	\$170.00
Chromium VI	\$99.00
Lead and Copper	\$42.00
Individual Metals	\$27.00
Uranium (ICP/MS)	\$45.00
Mercury (Hg)	\$40.00
<i>Organic Chemistry</i>	
EPA 504.1 – EDB/DBCP	\$87.00
EPA 505 Chlorinated Pesticides	\$148.00
EPA 507 N & P Pesticides	\$148.00
EPA 515.3 Herbicides	\$175.00
SRL 524M-TCP 1,2,3 Trichloropropane	\$100.00
EPA 524.2-VOC's (full list)	\$235.00
EPA 524.2 - 1 compound	\$95.00
EPA 524.2 - 2 compounds	\$110.00
EPA 525.2 (subcontract)	SUB
EPA 531.1 Carbamates	\$175.00
EPA 547 Glyphosate	\$175.00
EPA 548.1 Endothall	\$200.00
EPA 549.2 Diquat	\$175.00
EPA 551.1 Trihalomethanes	\$72.00
EPA 552.2 Haloacetic Acids	\$175.00
EPA 632 Diuron	\$175.00
TOC - Total Organic Carbon	\$65.00

Radiochemistry	Method	
Gross Alpha (by Co-Precipitation)	EPA 900.0	\$45.00
Gross Beta	EPA 900.0	\$45.00
Gross Alpha & Beta	EPA 900.0	\$65.00
Radium (Total Alpha Emitting)	EPA 903.0	\$73.00
Radium 226	EPA 903.1	\$120.00
Radium 228	EPA Ra-05	\$185.00
Radon	SM 7500-Rn	\$63.00
Strontium-90	EPA 905.0	\$126.00
Tritium	EPA 906.0	\$78.00
Uranium	EPA 908.0	\$95.00
Uranium (ICP/MS)	EPA 200.8	\$40.00

Food Safety	
Total Coliform & Generic E.Coli-MPN	\$33.00
Total & Fecal Coliform-15 Tube	\$33.00
Listeria Screen	\$68.00
Salmonella Screen	\$68.00
E. Coli 0157 Screen	\$68.00

<i>WASTE WATER</i>	
<i>Bacteriology</i>	
Total Coliform & E.Coli	\$38.00
Total & Fecal Coliform - 15 tube	\$44.00
Total & Fecal Coliform - 25 tube	\$55.00
Total & Fecal Coliform - 35 tube	\$70.00
HPC	\$44.00
Enterococci (Enterolert) – QT2000	\$38.00
<i>Wet Chemistry</i>	
Alkalinity (CaCO ₃)	\$29.00
Ammonia (NH ₃ -N)	\$40.00
Anions (each): Bromide; Chloride; Fluoride; Nitrate; Nitrite; Phosphate; Sulfate	\$30.00
BOD	\$49.00
BOD soluble	\$52.00
cBOD	\$52.00
COD	\$46.00
COD soluble	\$50.00
Carbon Dioxide (CO ₂)	\$40.00
Chlorine Residual, Free or Total	\$28.00
Chlorine Res, Low level	\$98.00
Color	\$24.00
Cyanide, Total	\$72.00
Electrical Conductivity (EC)	\$25.00
Hardness, Total (CaCO ₃)	\$44.00
MBAS	\$60.00

Nitrogen, Total (calculation)	\$70.00
Organic Nitrogen	\$80.00
Total Kjeldahl Nitrogen (TKN)	\$55.00
Odor	\$24.00
Oxygen, Dissolved (DO)	\$26.00
Oil & Grease (Total)	\$50.00
Oil & Grease (Total and Non-Polar) SGT - HEM	\$100.00
pH	\$25.00
Field pH	\$25.00
Phenols	\$70.00
Phosphorus, Total	\$48.00
Phosphorus, Total Dissolved	\$50.00
Sodium Adsorption Ratio (SAR)	\$65.00
Sulfide, Total	\$35.00
Sulfide, Dissolved	\$38.00
Turbidity	\$24.00
<i>Solids / Residue</i>	
Total Solids	\$30.00
Total Dissolved Solids (TDS/TFR)	\$30.00
Total Suspended Solids (TSS/NFR)	\$30.00
Fixed Solids	\$42.00
Fixed Dissolved Solids (FDS)	\$42.00
Fixed Suspended Solids (FSS)	\$42.00
Volatile Solids	\$45.00
Volatile Dissolved Solids (VDS)	\$45.00
Volatile Suspended Solids (VSS)	\$45.00
Settleable Solids	\$28.00

<i>Metals Analyses</i>	
Prep for Dissolved Metals	\$12.00
Prep for Total Metals analysis	\$24.00
Individual Metals	\$27.00
Priority Pollutant Metals – [13] (Sb,As,Be,Cd,Cr,Cu, Pb,Hg, Ni,Se,Ag,Tl,Zn)	\$250.00
Chromium VI (RL 10 ug/l) SM3500 CrD Wastewater	\$45.00
Mercury (Hg)	\$40.00
<i>Organic Chemistry</i>	
EPA 624 Volatiles	\$235.00
EPA 624 – TTHM's Only	\$80.00
EPA 624 – 1 compound	\$99.00
EPA 624 – 2 compounds	\$116.00
EPA 625 Semi-Volatiles	\$370.00
EPA 625 Pesticides	\$370.00
EPA 625 Base/Neutral Fraction only	\$255.00
EPA 625 Acid Fraction only	\$230.00
EPA 608 Chlorinated Pesticides and PCB's	\$165.00
TOC – Total Organic Carbon	\$65.00
EPA 8260 BTEX	\$110.00
EPA 8015 TPH GRO (subcontract)	SUB
EPA 8015m – TPH DRO/ORO	\$80.00

<i>Radiochemistry</i>	Method	
Gross Alpha (by Co-Precipitation)	EPA 900.0	\$45.00
Gross Beta	EPA 900.0	\$45.00
Gross Alpha and Gross Beta	EPA 900.0	\$65.00
Radium (Total Alpha Emitting)	EPA 903.0	\$73.00
Radium-226	EPA 903.1	\$120.00
Radium-228	EPA Ra-05	\$185.00
Radon	SM 7500-Rn	\$63.00
Strontium-90	EPA 905.0	\$126.00
Tritium	EPA 906.0	\$78.00
Uranium	EPA 908.0	\$95.00
<i>Field Services</i>		
Compositor Rental Fee		\$35.00
Compositor Setup and Removal		\$85.00
Sampling Fee		Site specific
<i>Storm Water Analyses</i>		
TSS		\$30.00
Oil & Grease		\$50.00
pH		\$25.00 **
** pH can be done using litmus paper or other pH test kit for all baseline categories. SW dischargers elevated to Level 1 or Level 2 status (2016 and beyond) must use a laboratory or portable pH meter. Some operations/industries may have additional analyses; priced accordingly		

<i>Hazardous Waste</i>		
<i>CAM-TTLC</i> <small>(Total Threshold Leachate Concentration)</small>	Liquid Solid	
Metals [17] (includes sample prep) Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn	\$305.00	\$315.00
Digestion for total metals	\$25.00	\$35.00
Individual metals	\$27.00	\$27.00
Chromium VI	\$45.00	SUB
Fluoride	\$30.00	\$32.00
TCE by EPA 8260	\$100.00	\$110.00
EPA 8081 Chlorinated Pesticides	\$135.00	Sub
EPA 8082 PCB's	\$100.00	Sub
EPA 8151 Chlorinated Herbicides	\$152.00	Sub
<i>WET-STLC</i> <small>(Soluble Threshold Leachate Concent.)</small>	Liquid	
Extraction	\$120.00	
Metals - Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn	\$305.00	
Metals (each)	\$26.00	
Fluoride	\$31.00	
TCE	\$100.00	
EPA 8081 Chlorinated Pesticides	\$135.00	
EPA 8082 PCB's	\$100.00	
EPA 8151 Chlorinated Herbicides	\$152.00	

TCLP (Toxicity Characteristic Leaching Procedure)		
Full TCLP Extraction and Analysis (Metals, Volatile and Semi-volatile organic chemicals)	\$1,185.00	
TCLP Extraction - Metals and Organic Semi-Volatiles	\$148.00	
TCLP Extraction-Volatiles Zero-Headspace	\$120.00	
Metals analysis - Federal list As, Ba, Cd, Cr, Pb, Hg, Se, Ag	\$170.00	
<i>Organic Chemistry</i>	Liquid	Solid
EPA 8260 Volatiles	\$245.00	\$265.00
EPA 8260 – 1 compound	\$99.00	\$110.00
EPA 8260 – 2 compounds	\$116.00	\$126.00
EPA 8260 BTEX /Oxygenates	\$155.00	\$155.00
EPA 8270C Semi-Volatiles	\$370.00	\$395.00
EPA 8015m – TPH DRO/ORO	\$80.00	\$86.00
EPA 8015 TPH GRO	Sub	Sub
EPA 8081A - Chlorinated Pesticides	\$133.00	Sub
EPA 8082 PCB's	\$105.00	Sub
EPA 8151A Chlorinated Herbicides	\$148.00	Sub
Percent (%) Moisture	----	\$19.00

<i>Bacteriology</i>	Water	Solid
Total & Fecal –25 Tube	\$63.00	\$66.00
Total & Fecal –35 Tube	\$74.00	\$77.00
% Moisture / % Solids	NA	\$19.00
<i>Field Services</i>		
Chlorine Residual, Free or Total	\$28.00	
Electrical Conductivity (EC)	\$25.00	
Temperature	\$10.00	
Field Filtering per Filter	\$25.00	
GPS Coordinates per well	\$45.00	
pH	\$25.00	
<i>Monitoring Well Field Logbooks</i>	<i>per well</i>	
Calibration, EC, pH and Temp	\$65.00	
Calibration, EC, pH, Temp and ORP	\$79.00	
Oxygen, Dissolved (DO)	\$26.00	

RUSH Analyses

Rush analyses are available with the following charges:

<i>Turnaround Time</i>	<i>Surcharge</i>
24 hour	200%
48 hour	150%
3 day	100%
4 day	50%
5 day	33%
7 day	25%

Laboratory approval must be received for all rush analyses.

Minimum Laboratory Charge \$50.00 (some exceptions can be made for existing customers)

Updated February 1, 2017

JB

WALKER RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT

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

AGENDA REQUEST

For the January 16, 2018 meeting of the Plumas County Board of Supervisors

January 8, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Manager, Walker Ranch Community Services District

Subject: Authorize execution of an Agreement for Accounting Services with Bequette, Kimmel, and Oravetz in the not-to-exceed amount of Twenty Six Thousand Dollars and 00/100 (\$26,000.00) for 3 years. Discussion and possible action.

Background:

The Walker Ranch Community Services District has contracted with Bequette, Kimmel, and Oravetz Accountancy Corporation to provide accounting services for many years. This contract expired on December 31, 2017 and a new contract requires execution.

A copy of the new contract, reviewed and approved as to form by County Counsel, is attached.

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

The term of the contract is for three (3) years at a not-to-exceed amount of Twenty Six Thousand Dollars and 00/100 (\$26,000.00). Each annual contract payment will not exceed eight thousand, six hundred sixty-six and 67/100 (\$8,666.67).

Recommendation:

The Manager of WRCSD respectfully recommends that the Governing Board authorize the Chair of the Governing Board and the Manager of WRCSD to execute a Professional Services Agreement for Accounting Services for 3 years with Bequette, Kimmel, and Oravetz in the base amount of Twenty Six Thousand Dollars and 00/100 (\$26,000.00).

Attachment: Proposed, replacement contract

**PROFESSIONAL SERVICES AGREEMENT
FOR PROVIDING ACCOUNTING SERVICES
WALKER RANCH COMMUNITY SERVICES DISTRICT**

THIS AGREEMENT is made and entered into this ____ day of January, 2018 ("Effective Date"), by and between **WALKER RANCH COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("WRCSD"), and **BEQUETTE, KIMMEL, AND ORAVETZ ACCOUNTANCY CORPORATION**, a California corporation ("Consultant").

W I T N E S S E T H:

A. **WHEREAS**, WRCSD proposes to have Consultant provide professional accounting services and support for WRCSD; 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**, WRCSD 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 WRCSD 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 identified 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.

____ WRCSD Initials

Contractor Initials _____

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

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

1.5. **Non-Exclusive Agreement.** Consultant acknowledges that WRCSD 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 WRCSD. 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 Compensation set forth in Exhibit "B", incorporated herein by reference. Consultant's compensation shall in no case exceed twenty-six thousand dollars (\$26,000) until the termination date written in Section 4.1 of this Agreement.

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 WRCSD. If such funding and/or appropriations are not forthcoming, or otherwise limited, WRCSD 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 WRCSD 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 WRCSD'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 WRCSD's sole satisfaction. WRCSD shall pay Consultant's invoice within forty-five (45) days from the date WRCSD 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.

_____ WRCSD 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 WRCSD or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. **Term.** This Agreement shall commence upon the Effective Date of this agreement and continue for three years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. **Notice of Termination.** The WRCSD reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to 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 WRCSD.

Bequette & Kimmel may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, Bequette & Kimmel 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 Bequette & Kimmel is responsible for early termination, Client agrees to release Bequette & Kimmel from all liability for services performed.

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

____ WRCSD 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 WRCSD within ten (10) days of delivery of termination notice to Consultant, at no cost to WRCSD. Any use of uncompleted documents without specific written authorization from Consultant shall be at WRCSD'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 WRCSD agree to the following with respects to insurance provided by Contractor:

- (a) Each policy shall be endorsed to name the WRCSD, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "WRCSD") 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 WRCSD, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the WRCSD, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

_____ WRCSD Initials

Contractor Initials _____

- (e) Contractor's policy shall be primary insurance as respects the WRCSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the WRCSD, 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 WRCSD before the WRCSD'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 WRCSD 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 ventures or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to WRCSD of any cancellation of coverage.
- (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 WRCSD.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

_____ WRCSD Initials

Contractor Initials _____

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

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.** WRCSD 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 WRCSD during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by WRCSD.

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

IF TO CONSULTANT:

John Kimmel, President
Bequette & Kimmel
307 Main Street
Quincy, CA 95971
Tel: (530) 283-0680
Fax: (530) 283-0684

IF TO WRCSD:

Robert A. Perreault, Jr., P.E., Manager
Walker Ranch Community Services District
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 WRCSD.

____ WRCSD Initials

Contractor Initials ____

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 WRCSD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of WRCSD's consent, no subletting or assignment shall release 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 WRCSD, indemnify and hold harmless WRCSD and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County 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 WRCSD by a court of competent jurisdiction because of concurrent active negligence of Contractor and WRCSD Indemnitees, Contractor and WRCSD agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. **Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of WRCSD. 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 WRCSD, Contractor shall indemnify, defend, and hold harmless WRCSD for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of WRCSD.

_____ WRCSD Initials

Contractor Initials _____

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

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

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 WRCSD may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs WRCSD of such trade secret. The WRCSD will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The WRCSD shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. 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 WRCSD's representative, regarding any services rendered under this Agreement at no additional cost to WRCSD. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to WRCSD, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of WRCSD and to participate in any meeting required with regard to the correction.

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

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the 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.

____ WRCSD Initials

Contractor Initials ____

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

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

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

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

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

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

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]

_____ WRCSD Initials Contractor Initials _____

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

FOR BEQUETTE & KIMMEL ACCOUNTANTANCY CORPORATION

_____ Signature (President)	Date: _____
_____ Print Name	_____ Title
_____ Signature (CFO)	Date: _____
_____ Print Name	_____ Title


Taxpayer ID Number: 94-2857321

FOR WALKER RANCH COMMUNITY SERVICES DISTRICT

APPROVED AS TO SCOPE OF WORK:

_____ Robert A. Perreault, Jr., P.E. County Engineer acting as Manager of the Walker Ranch CSD	Date: _____
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APPROVED AS TO FORM:

 _____ Plumas County Counsel	Date: <u>12/20/2017</u>
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CONCURRENCE:

_____ Chair, Board of Supervisors	Date: _____
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WRCS D Initials

Contractor Initials _____

Exhibit A
Scope of Work

1. Mail the Bimonthly water and sewer assessments.
2. Collect water and sewer assessments, water connection fees, and outstanding standby fees; make the necessary deposits in the WRCSD account – currently at the Plumas County Public Works Office (C/O WRCSD 1834 East Main Street, Quincy, CA 95971).
3. Deposits will be turned in to the PCPW Office biweekly or by \$3,000.00, whichever may come first.
4. Deposits will be turned in to the PCPW Office before noon to ensure compliance with the Treasure's and Auditor's Office deposit rules.
5. Send statements to the delinquent parcel owners.
6. Issue monthly accounts receivable aging reports for the WRCSD.
7. Maintain WRCSD customer list for billing purposes.
8. Deal with escrow persons homeowners related to transfers of Property to whom water assess debts are due and accrued.
9. Assess monthly charges, late fees and interest per WRCSD governing board approved schedules and resolutions.
10. Inform PCPW of any necessary collection activities that are recommended.
11. Retain and maintain historical files related to billing and collection activities by owner and lot.

Exhibit B
Fee Schedule

Basic services will be performed at a flat rate of \$590 per month, plus the cost of postage, supplies (e.g., envelopes and coupon), and special time related to collection activity for liens on property. If there are any additional lots added to the District, the fee will be adjusted by prorating the total new lots over beginning lots times \$590. Other services or assistance will be billed at standard hourly rates after first conferring with the WRCSD manager about the estimated total cost.

JC

WALKER RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
Robert A. Perreault, Jr., P.E. *County Engineer and Manager, WRCSD*

AGENDA REQUEST

for the January 16, 2018 meeting of the Plumas County Board of Supervisors

Date: January 8, 2018

To: Honorable Governing Board

From: Robert Perreault, Manager, WRCSD



Subject: Approval of Professional Services Agreement between WRCSD and Vestra Resources, Inc. for Big Cove Road Drainage Project in the amount of \$60,500; discussion and possible action.

BACKGROUND:

The Big Cove Road Drainage Project consists of upgrading an old and outdated storm drain running down Big Cove Road and across peninsula Drive down to Lake Almanor. The existing 18 inch diameter pipe is not sufficient to handle peak storm runoff events. Vestra Resources completed a hydrology report, calculations, and model in 2010 to increase drainpipe size, but obtaining easements from Peninsula Drive to Lake Almanor proved difficult due to the cost of obtaining a drainage easement from a homeowner during that time of high real estate costs.

Recently, another easement option through an adjacent property to Lake Almanor has been developed for the project to move forward. Also, the same previous landowner is presently in continuing discussions with Public Works staff.

The attached agreement for professional services, approved as to form by County Counsel, is retroactive to September 27, 2017 in order to attend a meeting on that date, as requested by the Manager of the WRCSD and expiring on September 27, 2019.

The term of the contract is two (2) years and the not-to-exceed amount is \$60,500.

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

RECOMMENDATION:

The Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the WRCSD Manager and the Chair of the Governing Board to execute the Professional Services Agreement with Vestra Resources, Inc., copy attached, in the base amount of \$60,500.

Attachment: Big Cove Road Drainage Project Professional Services Agreement with Vestra Resources

**PROFESSIONAL SERVICES AGREEMENT
FOR PROVIDING ASSISTANCE AND SUPPORT TO
WALKER RANCH COMMUNITY SERVICES DISTRICT
FOR
BIG COVE ROAD DRAINAGE PROJECT**

THIS AGREEMENT is made and entered into this ____ day of January, 2018 ("Effective Date"), by and between **WALKER RANCH COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("WRCSD"), and **VESTRA RESOURCES, INC.**, a California corporation ("Consultant").

W I T N E S S E T H:

- A. **WHEREAS**, WRCSD proposes to have Consultant provide professional engineering support services and support for WRCSD's staff review and approval activities pertaining to the WRCSD's Big Cove Road drainage project; 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**, WRCSD 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 WRCSD 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 identified 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.

RWT WRCSD Initials

Contractor Initials _____

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

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

1.5. **Non-Exclusive Agreement.** Consultant acknowledges that WRCSD 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 WRCSD. 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" and associated Fee Schedule set forth in Exhibit "C", incorporated herein by reference. Consultant's compensation shall in no case exceed sixty thousand five hundred dollars (\$60,500) until the termination date written in Section 4.1 of this Agreement.

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 WRCSD. If such funding and/or appropriations are not forthcoming, or otherwise limited, WRCSD 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 WRCSD 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 WRCSD'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 WRCSD's sole satisfaction. WRCSD shall pay Consultant's invoice within forty-five (45) days from the date WRCSD 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.

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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 WRCSD or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. **Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence retroactively from September 27, 2017. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from September 27, 2017 until the Effective Date of this Contract. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. **Term.** This Agreement shall commence upon the Effective Date of this agreement and continue for two years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. **Notice of Termination.** The WRCSD reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to 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 WRCSD.

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

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

RWT WRCSD 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 WRCSD within ten (10) days of delivery of termination notice to Consultant, at no cost to WRCSD. Any use of uncompleted documents without specific written authorization from Consultant shall be at WRCSD'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 WRCSD agree to the following with respects to insurance provided by Contractor:

- (a) Each policy shall be endorsed to name the WRCSD, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "WRCSD") 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 WRCSD, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the WRCSD, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

RWT WRCSD Initials

Contractor Initials _____

- (e) Contractor's policy shall be primary insurance as respects the WRCSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the WRCSD, 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 WRCSD before the WRCSD'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 WRCSD 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 WRCSD 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 WRCSD.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

RWT WRCSD Initials

Contractor Initials _____

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 WRCS D for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the WRCS D, 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. WRCS D 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 WRCS D during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by WRCS D.

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

IF TO CONSULTANT:

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

IF TO WRCS D:

Robert A. Perreault, Jr., P.E., Manager
Walker Ranch Community Services District
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 WRCS D.

RWT WRCS D Initials

Contractor Initials _____

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 WRCS D'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 WRCS D'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 WRCS D, indemnify and hold harmless WRCS D 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 WRCS D by a court of competent jurisdiction because of concurrent active negligence of Contractor and WRCS D Indemnitees, Contractor and WRCS D agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. **Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of WRCS D. 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 WRCS D, Contractor shall indemnify, defend, and hold harmless WRCS D 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 WRCS D.

RWT WRCS D Initials

Contractor Initials _____

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

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

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 WRCSD may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs WRCSD of such trade secret. The WRCSD will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The WRCSD shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. 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 WRCSD's representative, regarding any services rendered under this Agreement at no additional cost to WRCSD. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to WRCSD, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of WRCSD and to participate in any meeting required with regard to the correction.

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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.

RWT WRCSD Initials

Contractor Initials _____

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

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

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

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

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

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

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.

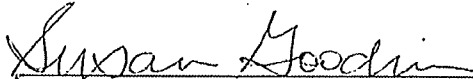
[SIGNATURES FOLLOW ON THE NEXT PAGE]

RWT WRCS D Initials

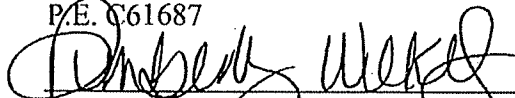
Contractor Initials _____

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

FOR VESTRA RESOURCES, INC.


Susan Goodwin, Vice President, Engineering
P.E. C61687

Date: 1/5/2018


Kimberly Wilkes, Chief Financial Officer

Date: 1/5/2018

Taxpayer ID Number: 68-0150306

FOR WALKER RANCH COMMUNITY SERVICES DISTRICT

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: 1/21/2017

CONCURRENCE:

Chair, Board of Supervisors

Date: _____

RWT WRCS D Initials

Contractor Initials _____

Exhibit A

BIG COVE ROAD STORM DRAINAGE

Plumas County will be evaluating additional options, may revise the appraisal for the Curry parcel option, and will obtain an appraisal. The County will also obtain right of entry to parcels. The County will initiate discussions with Curry regarding the need for the project and the alternatives being evaluated. This is important because placement of the pipeline on the Womack parcel will have impacts on the Curry parcel – specifically, the removal of the trees shading the house and the view of the Womack parcel. Plumas County and the Walker Ranch community Services District (WRCSD) are responsible for communication with parties involved.

SCOPE OF WORK

The Consultant is to assist the County Engineer, acting in his capacity as General Manager of the WRCSD, as follows:

Task 1 Review Previous Report and Analysis

Review the hydrology report, calculations, model, and background information submitted to the County in 2010. Additionally, verify that the Lakefront development area has been included in the analysis.

Task 2 Outlet Options

Option 1 Womack Parcel (including field survey)

Task 2.1.1 Field Survey of Womack Parcel

Perform field topographic survey of the Womack parcel to use for design of an outlet structure located on the Womack parcel.

Task 2.1.2 Calculations for Additional Womack Outlet Pipe

Perform calculations to include the Womack development on Peninsula Drive into the system, including determining pipe size for the Womack storage facility drainage. Determine the size and location of the additional outlet pipe through the Womack parcel.

Task 2.1.3 Design Plan for Relocated Outlet Pipe Through Womack Parcel

Modify the design plans to add the pipe from the Womack storage facility development to the plan. The new storage facility pipe will connect to the junction structure in the intersection. Additionally, modify the plans to include a junction structure in the intersection that will direct water to both the existing 36-inch Curry pipe and to the newly designed Womack outlet pipe. A detail sheet showing from the junction to the lake will be prepared.

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Task 2.1.4 Revise Design Plan – Relocate Inlet

In order to minimize the permitting required for the project, VESTRA is proposing that the inlet to the new pipe system be moved from the bottom of the detention basin to the location of the current pipe inlet above the restaurant. A new inlet at this location will be designed for entering the proposed new drainage pipe. Moving the inlet to this location will eliminate the need to permit and mitigate for approximately 150 feet of open ditch.

Option 2 Curry Parcel

Task 2.2.1 Calculations for Outlet Pipe

Perform calculations to include the Womack storage facility development on Peninsula Drive into the system, including determining pipe size for Womack drainage and potential resizing of the outlet pipe from the intersection of Peninsula Drive and Big Cove Road through the Curry parcel.

Task 2.2.2 Design Plan for Outlet Pipe through Curry Parcel

Modify the design plans to add the pipe from the Womack storage facility development to the plan. The new pipe will connect to the proposed manhole in the intersection. If the size of the proposed outlet pipe changes due to the inflow from the storage facility, the plan will be modified to reflect the new pipe size.

Task 2.2.3 Revise Design Plan – Relocate Inlet

In order to minimize the permitting required for the project, VESTRA is proposing that the inlet to the new pipe system be moved from the bottom of the detention basin to the location of the current pipe inlet above the restaurant. A new inlet at this location will be designed for entering the proposed new drainage pipe. Moving the inlet to this location will eliminate the need to permit and mitigate for approximately 150 feet of open ditch.

Task 3 Coordination/Oversight by NCE

Coordination/oversight with NCE during the process, as needed.

Task 4 Permitting

This permitting task is based on the assumption that the actual construction will begin below the current sedimentation ponds at the first location where the conveyance ditch enters the pipe. This will result in a small construction footprint at the intake to the pipe, a need to review the proposed new access through Womack, and the construction of a new energy dissipation location below the 4500-foot high water mark. It assumes a brief biological survey and review and a pedestrian archeological survey of only the Womack property and dissipation area below 4500 feet lake elevation.

The scope of services required to replace the pipeline on the Curry parcel would be reduced from this estimate.

Task 4.1 Obtain and Review Existing Information

Biologists will obtain and review existing information pertaining to the proposed project site, search databases for presence of species (i.e., California Natural Diversity Database, California Native Plant Society), acquire and review soil maps, and collect aerial photographs for mapping during field surveys and report preparation. Under this task, the biologists will also coordinate with project proponents regarding information exchange and site visit timing.

Task 4.2 Field Surveys and Delineation

A field survey will be conducted of the proposed project area for special-status plant species, and to identify and map the OHWM and other wetlands using methods specified in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual. Because the site lacks high biological diversity, it is assumed that only one field survey will be required.

Task 4.3 Consult Resource Agencies

After reviewing information and conducting field surveys (Tasks 1 and 2), biologists will consult with the Corps, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service and PGE representatives to discuss potential impacts on wetlands and special-status wildlife species from project implementation.

Task 4.4 Prepare Biological Resources Report

Biologists will compile a wetland delineation report (if necessary) and a biological summary report. The report will provide acreage tables categorized by habitat type for the designated areas, which will include wetlands, drainage channels and swales, and any other habitat determined to be relevant to the permitting process. The Biological Assessment will summarize the methods and findings of the literature search and surveys. A table will be provided describing species that occur or potentially could occur onsite, the legal status of those species, distribution, habitat requirements, and occurrence information.

Task 4.5 Prepare Section 404 Permit Application

Waters of the United States, including wetlands, will be affected by the proposed project, and a Section 404 permit will likely be required. VESTRA will prepare the necessary documentation for permit compliance. Based on our understanding of the project, we plan to comply with Nationwide 43 (Stormwater Management Facilities).

Task 4.6 Prepare Water Quality Certification Section 401

Clean Water Act Section 401 water quality certification or a waiver is required for all Section 404 permits. Under this task, a request for water quality certification will be prepared and submitted to the Central Valley Regional Water Quality Control Board. The request will include a project description, a description of proposed construction methods and measures for preserving water quality during construction, the certification fee, a copy of the California Environmental Quality Act (CEQA) compliance documentation, and the Streambed Alteration Agreement.

Task 4.7 Address Federal Cultural Resources Compliance

Compliance with Section 106 of the National Historic Preservation Act is required for all Section 404 permits. Under Section 106, the Corps must take into account the effect on “*any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register*” and “*shall afford the Advisory Council a reasonable opportunity to comment*” on the undertaking. Compliance with Section 106 can be a complicated and lengthy process, but most of the initial information has been completed in previous years. Using information gathered in Task 1, VESTRA will subcontract with a cultural resource consultant to complete this task. Based on our current understanding of the project site and previous data collection, we do not anticipate encountering any significant cultural resources. A summary of methods and findings will be prepared in the appropriate format for submittal to the Corps and the State Office of Historic Preservation.

Task 4.8 Prepare Section 1600 Application for Agreement including CEQA (CDFW)

Under this task, the application for obtaining an agreement will be prepared and submitted to the CDFW. The notification package will include the required form, a copy of CEQA compliance documentation, and the application fee as required to initiate the agreement.

It is customary for the CDFW to conduct a site visit following receipt of the application and prior to issuance of the agreement. Under this task, VESTRA will coordinate with the CDFW, schedule, and attend one site visit to verify the extent of the project construction areas.

This task will include a project description and preparation of a CEQA compliance document for concurrence of the WRCSD Board of Director. It is anticipated that CEQA compliance will be a negative declaration.

Task 5 Project Management

This task includes budget review, contracting, and other management tasks, including coordination and interacting with the permitting agencies. Project management is invoiced at 10 percent of total project cost.

Exhibit B Cost Estimate

Work will be performed on a time-and-materials basis according to the tasks specified in this scope of work and will not exceed the maximum amount without prior authorization.

Table 1 ESTIMATED COSTS		
Task	Description	Estimated Cost
1	Review Previous Report and Analysis	\$6,000
2	Option 1 – Womack Parcel, including field survey	\$15,000
	<u>OR</u> Option 2 – Curry Parcel	\$8,000
3	Coordination/Oversight by NCE	\$8,000
4	Permitting	
4.1	Obtain and Review Existing Information	\$1,000
4.2	Field Surveys and Delineation	
	<i>Archeology \$2,500</i> <i>Wildlife/botany \$3,000</i>	\$5,500
4.3	Consult Resource Agencies	\$2,500
4.4	Prepare Biological Resources Report	\$6,000
4.5	Prepare Section 404 Permit Application	\$3,000
4.6	Prepare Water Quality Certification Section 401	\$1,000
4.7	Address Federal Cultural Resources Compliance	\$2,500
4.8	Prepare Section 1600 Application for Agreement including CEQA (CDFW)	\$4,500
5	Project Management (10%)	\$4,800 - \$5,500
Total Estimated Cost		\$52,800 - \$60,500

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Exhibit C Rate Schedule

2018 VESTRA RATE SCHEDULE



Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00 - \$105.00
Associate Hydrologist	\$85.00 - \$100.00
Environmental Scientist	\$75.00 - \$110.00
Senior Regulatory Compliance Specialist	\$100.00 - \$110.00
Professional Geologist	\$120.00 - \$150.00
Professional Hydrologist	\$120.00 - \$150.00
Project Manager	\$100.00 - \$150.00
Senior Project Manager	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00 - \$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Associate Engineer	\$100.00 - \$110.00
Professional Land Surveyor	\$110.00 - \$125.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
GPS Survey	\$170.00
Equipment Classifications	
Rate	
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00 - \$50.00
Admin Supervisor I/ Document Production Supervisor	\$60.00 - \$80.00

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

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt. 1 3/4% per month (21% per annum) finance charge will be added to any balance 30 days past due.

RWT

AD

WALKER RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
Robert A. Perreault, Jr., P.E. County Engineer and Manager, WRCSD

AGENDA REQUEST

for the January 16, 2018 meeting of the Plumas County Board of Supervisors

Date: January 8, 2018

To: Honorable Governing Board

From: Robert Perreault, Manager, WRCSD



Subject: Authorize Execution of Professional Services Agreement between WRCSD and Vestra Resources, Inc. for Phase II of the Sand Filter Replacement Project in the amount of \$30,250; discussion and possible action.

BACKGROUND:

Walker Ranch Community Services District (WRCSD) was formed in August 1995 to provide wastewater treatment and other services for developments within a 2,123-acre area located east of the community of Chester on County Road A-13. Approval of the Walker Ranch Planned Development (WRPD) permit in 1996 allowed for the development of Walker Ranch, Bailey Creek, and Foxwood subdivisions and golf courses within the WRCSD.

WRCSD operates one sand filtration system and leachfield disposal area and 50 miles of collection lines. Individual lots within the development contain septic tanks that are connected to an existing collection system via a septic tank effluent pump/septic tank effluent gravity (STEP/STEG) system with effluent either pumped up to (STEP) or flowing via gravity down to (STEG) collection lines within the subdivision roads. The collection system delivers effluent to a Recirculating Sand Filter (RSF) located off of County Road A-13. Treated wastewater effluent leaves the RSF and is disposed in subsurface leach field located north and east of the site in an undeveloped area.

Wastewater treatment in the WRCSD is currently regulated by the Central Valley RWQCB under State Water Resources Control Board Order WQ 2014-0153-DWQ, *General Waste Discharge Requirements for Small Domestic Wastewater Treatment Systems*.

For additional background information, the reader is referred to the "Wastewater Services" section of the Walker Ranch CSD MSR – included within the Lake Almanor Area Municipal Services Review, as prepared by Plumas LAFCo – is available for viewing on the internet, at: www.plumaslafco.org – then, under the "MORE..." tab in the header, click on "Adopted Municipal Services Reviews," then click on "Lake Almanor Area Service Review (adopted Oct 15, 2012)" and proceed to Page 213.

CURRENT CONDITIONS

The Walker Ranch Planned Development (WRPD) portion of the CSD includes approximately 1,209 acres, and consists of the Walker Ranch, Bailey Creek, and Foxwood subdivisions. Three smaller subdivisions within the WRCSD are also part of the WRPD: Trailhead, Lake Almanor Associates, and Red River. The WRPD is currently permitted for a maximum of 2,211 equivalent dwelling units (EDUs) comprised mainly of single-family homes, but also including a new church, expansion of an existing church, multi-family dwelling units, a mobile home/RV park, a 200-space recreational vehicle park, commercial offices and an 18-hole golf course with clubhouse and restaurant.

The Bailey Creek subdivision encompasses approximately 544 acres and is permitted for a maximum of 581 dwelling units, including residential homes, a golf course pro shop, restaurant facilities, and limited other commercial facilities. Bailey Creek is allowed a maximum of 850 EDUs. Currently, approximately 200 residential units are connected to the Bailey Creek wastewater treatment and disposal facility. The golf course pro shop and a 50-seat restaurant and an estimated 10 EDUs, for a total of 210 EDUs, or 25 percent of capacity. Of the current 200 residential units, 125 to 150 are generally used only as vacation homes.

Foxwood encompasses approximately 409 acres within the WRCSD and is composed of four individual subdivisions or “villages” – Cedar Wood, Fox Glenn, Fox Hollow, and Fox Run. There are currently 28 dwelling units in the Foxwood subdivision. Wastewater from Foxwood’s existing development is currently conveyed to and treated by the Bailey Creek wastewater treatment system. However, the WDRs require aerobic/anoxic activated sludge systems with nitrogen removal for wastewater influent of 75 percent or greater when Foxwood reaches 220 completed dwelling units. Upon reaching 600 units, wastewater recycling must be implemented whereby all wastewater generated during the irrigation season (1 May through 1 October) will be discharged to the Bailey Creek Golf Course.

The existing wastewater treatment system is designed to support 260 EDUs with an average design flow of 25,000 gpd. WDR Order No. 96-264 requires an advanced secondary treatment plant with effluent quality sufficient to be used as reclaimed water for golf-course irrigation once the subdivision reaches its capacity of 260 EDUs. The current system is designed to manage only effluent. Solids are managed with individual septic tank stems at each residence as described above.

Most homes in the subdivisions are occupied seasonally or as summer rentals. Peak wastewater flow is highly variable based on season, lowest in the winter months, much higher in the summer months, with the highest peak flows on holiday weekends. The average design flow for the current system is 25,000 gallons per day; however, average daily flows vary from a low of 4,000 GPD to a high of 35,000 GPD.

PROJECTED BUILD-OUT

Table 1 provides a breakdown of dwelling units by development planned for the WRCSD.

Table 1 SUMMARY OF DWELLING UNITS PLANNED FOR THE WRCSD			
Subdivision	EDUs Allowed	EDUs Built to Date (7.3 %)	EDUs Remaining
Bailey Creek	850	200	650
Foxwood	784	28	756
Lake Almanor Associates	292	0	292
Trailhead	83	0	83
Red River	10	0	10
WRPD Total	2,019	228	1,791
Source: Plumas County Engineering Department – Walker Ranch CSD Lot Summary, Updated 9/25/2007			

CURRENT PROBLEM

The RSF was initially constructed nearly 20 years ago and had a planned limited life expectancy. The RSF was to be replaced as the subdivision was developed and sufficient funds were available for a more advanced system. The current sand filter has begun to plug and not function as required.

The current filter is approximately 50 feet x 100 feet and was excavated into the subsurface approximately 4 feet and lined with 40 mil HDPE. This filter consists of a collection manifold above the liner, approximately 3 feet of sand, and a distribution system to dose the waste water over the sand. The filter has reached its planned useful life. Thus, improvements or replacement of the filter is required. The filter is currently operating near capacity and, on large holiday weekends, the waste water is bypassing directly to the leachfield.

The system is operated by a private contractor (Operator), under contract with the WRCSD. In conjunction with those duties, the Operator has researched a number of alternatives to replacement of the aging sand filter.

The WRCSD Manager has requested a review of the current system and recommendations to address peak flow issues. The previous and proposed contract responds to that request.

The present aging condition of the sand filter is consistent with the limited life expectancy design assumptions that were relied upon at the time of original design. The replacement of the existing sand filter is a major capital improvement project of the Walker Ranch CSD.

There are several alternates available to the WRCSD, with the cost of the different options being influenced by various design parameters, not the least of which will be the future design life. The various design alternatives from Phase 1 were developed by Vestra with a compilation of pros, cons and estimated costs for the various alternatives, included here with. The Governing Board of the WRCSD, following review of the data, to be developed by the Design Engineer as well as a recommendation by Public Works staff, will make the decision as to which alternative Agenda Request to the WRCSD Governing Board will be selected and designed for this project.

FINANCIAL

The source of funding for this contract is included in the existing adopted budget of the Walker Ranch CSD and does not require Plumas County general funds.

Presently, at least two (2) alternative projects have been cost-estimated (preliminary), each of which would cost in the order of \$500,000.

Thus, there are sufficient WRCSD funds available to pay for a long range solution to the current wastewater treatment problems.

PROJECT APPROACH BY PUBLIC WORKS STAFF

The Manager of the WRCSD has already initiated the necessary planning activities and consideration of alternatives, with the issuance of a base contract with Vestra Resources, Inc., during August, 2016 in the amount of \$7,370. Additionally, the Manager is presently involving the services of an experienced wastewater engineering consultant to conduct peer review services, on an as-requested basis by the WRCSD Manager.

Following preparation of preliminary designs and costs estimates, as well as discussions with the WRCSD Operator, the WRCSD Manager will formulate a recommendation on the selection of an alternative – to be considered by the WRCSD Governing Board before the project moves forward to the final design phase as well as the preparation of Project Plans and Specifications for a public “Call For Bids.”

SCHEDULE

Phase II: Tasks 1, 2, 3, 4, 5, 6 and 7 will be completed no later than September 27, 2019.

RECOMMENDATION:

The Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the WRCSD Manager and the Chair of the Governing Board to execute the Professional Services Agreement with Vestra Resources, Inc., copy attached, in the base amount of \$30,250.

**PROFESSIONAL SERVICES AGREEMENT
FOR PROVIDING ASSISTANCE AND SUPPORT TO
WALKER RANCH COMMUNITY SERVICES DISTRICT
FOR
PHASE II OF THE SAND FILTER REPLACEMENT PROJECT**

THIS AGREEMENT is made and entered into this ____ day of January, 2018 ("Effective Date"), by and between **WALKER RANCH COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("WRCSD"), and **VESTRA RESOURCES, INC.**, a California corporation ("Consultant").

W I T N E S S E T H:

- A. **WHEREAS**, WRCSD proposes to have Consultant provide professional engineering support services and support for WRCSD's staff review and approval activities pertaining to the replacement of the WRCSD's sand filter; 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**, WRCSD 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 WRCSD 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 identified 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.

RWT WRCSD Initials

Contractor Initials _____

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

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

1.5. Non-Exclusive Agreement. Consultant acknowledges that WRCSD 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 WRCSD. 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" and associated Fee Schedule set forth in Exhibit "C", incorporated herein by reference. Consultant's compensation shall in no case exceed thirty thousand two hundred fifty dollars (\$30,250) until the termination date written in Section 4.1 of this Agreement.

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 WRCSD. If such funding and/or appropriations are not forthcoming, or otherwise limited, WRCSD 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 WRCSD 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 WRCSD'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 WRCSD's sole satisfaction. WRCSD shall pay Consultant's invoice within forty-five (45) days from the date WRCSD 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.

_____ WRCSD 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 WRCSD or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence retroactively from September 27, 2017. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from September 27, 2017 until the Effective Date of this Contract. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence upon the Effective Date of this agreement and continue for two years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The WRCSD reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to 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 WRCSD.

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

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

RWT WRCSD 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 WRCSD within ten (10) days of delivery of termination notice to Consultant, at no cost to WRCSD. Any use of uncompleted documents without specific written authorization from Consultant shall be at WRCSD'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 WRCSD agree to the following with respects to insurance provided by Contractor:

- (a) Each policy shall be endorsed to name the WRCSD, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "WRCSD") 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 WRCSD, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the WRCSD, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

RWT WRCSD Initials

Contractor Initials _____

- (e) Contractor's policy shall be primary insurance as respects the WRCSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the WRCSD, 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 WRCSD before the WRCSD'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 WRCSD 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 WRCSD 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 WRCSD.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

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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 WRCSD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the WRCSD, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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. WRCSD 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 WRCSD during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by WRCSD.

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

IF TO CONSULTANT:

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

IF TO WRCSD:

Robert A. Perreault, Jr., P.E., Manager
Walker Ranch Community Services District
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 WRCSD.

RWT WRCSD Initials

Contractor Initials _____

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 WRCSD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of WRCSD's consent, no subletting or assignment shall release 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 WRCSD, indemnify and hold harmless WRCSD and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County 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 WRCSD by a court of competent jurisdiction because of concurrent active negligence of Contractor and WRCSD Indemnitees, Contractor and WRCSD agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of WRCSD. 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 WRCSD, Contractor shall indemnify, defend, and hold harmless WRCSD for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of WRCSD.

RWT WRCSD Initials

Contractor Initials _____

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

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

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 WRCSD may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs WRCSD of such trade secret. The WRCSD will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The WRCSD shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. 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 WRCSD's representative, regarding any services rendered under this Agreement at no additional cost to WRCSD. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to WRCSD, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of WRCSD and to participate in any meeting required with regard to the correction.

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

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the 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.

RWT/WRCSD Initials

Contractor Initials _____

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

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

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

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

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

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

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.

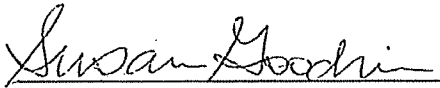
[SIGNATURES FOLLOW ON THE NEXT PAGE]

RWT WRCSD Initials

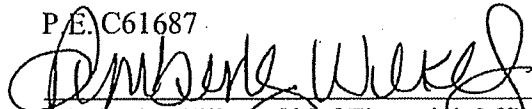
Contractor Initials _____

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

FOR VESTRA RESOURCES, INC.


Susan Goodwin, Vice President, Engineering
P.E. C61687

Date: 1/5/2018


Kimberly Wilkes, Chief Financial Officer

Date: 4/5/2018

Taxpayer ID Number: 68-0150306

FOR WALKER RANCH COMMUNITY SERVICES DISTRICT

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: 11/15/2017

CONCURRENCE:

Chair, Board of Supervisors

Date: _____

WRCSD Initials

Contractor Initials _____

Exhibit A

Scope of Work

Phase I (complete)

Phase II

Task II – 1 Confirm Design Criteria and Objectives

Meet with the representatives of the WRCSD to determine project objectives and develop needs schedule. WRCSD staff have stated that they want a replacement system that is (1) easy to operate, (2) expandable, and (3) in compliance with RWQCB guidelines criteria and the site permit. The meeting will serve to develop additional limitations or parameters to be placed on the designs to be constructed. Also, during this task, future growth and development projections will be developed and used to estimate treatment volumes over time. This will indicate the likely life of the alternative systems, when a formal WWTP may come on line or when expansions of the interim system will be needed. NCE team should be involved in this preliminary meeting in order to understand the design constraints for the project.

Task II – 2 Prepare Alternatives Analysis, Screening-Level Cost Estimate, and Preliminary Layout for Each Alternative

Identify the objectives and design criteria/limitations for alternatives outlined in Phase I, plus additional alternatives as requested by County. Prepare analysis of the alternatives, listing pros and cons of each and identifying vendors for each alternative. Prepare screening-level cost estimates and preliminary layout for each alternative. The work under this task will form the basis for the report and a presentation to the WRCSD Governing Board for a vote on the preferred alternative.

Task II – 3 Prepare and Submit Report and Recommendation to WRCSD Manager

A report presenting the alternatives, costs, and a recommendation for the selected alternative will be presented to the WRCSD Manager or designated representative.

Task II – 4 Attend CSD Governing Board Meeting to Present Alternatives and Answer Questions from the Board of Directors

If requested by the WRCSD Manager, staff will attend a meeting of the WRCSD Governing Board to present alternatives and answer any questions from the WRCSD Governing Board.

Task II – 5 Coordinate with NCE

Coordination/oversight with NCE throughout the project.

Task II – 6 Teleconferences with County, WRCSD Operator, and NCE

Periodic teleconferences will be conducted with the County, WRCSD Operator, and NCE.

Task II – 7 Project Management

A 10 percent project management fee is included.

Phase III (Not a part of this contract at this time)

Following selection of an alternative, completion of design phase and construction phase services will be necessary.

Exhibit B Cost Estimate

Estimated costs for each task are included in Table 1.

Table 1 ESTIMATED COST – PHASE II		
Task No.	Description	Estimated Cost
--- PHASE II ---		
II – 1	Confirm Design Criteria and Objectives	\$2,500
II – 2	Prepare Alternatives Analysis, Screening-Level Cost Estimate, and Preliminary Layout for Each Alternative including preliminary mapping	\$12,000
II – 3	Prepare and Submit Report and Recommendation to WRCSD Manager	\$3,500
II – 4	Attend CSD Governing Board Meeting to Present Alternatives	\$1,500
II – 5	Coordinate with NCE	\$6,000
II – 6	Teleconferences with County, WRCSD Operator, and NCE	\$2,000
II – 7	Project Management (10%)	\$2,750
Total Estimated Cost – Phase II:		\$30,250
--- PHASE III ---		
III	Prepare Necessary Design (Plans and Specs) TBD	TBD

Exhibit C Rate Schedule

2018 VESTRA RATE SCHEDULE



Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00 - \$105.00
Associate Hydrologist	\$85.00 - \$100.00
Environmental Scientist	\$75.00 - \$110.00
Senior Regulatory Compliance Specialist	\$100.00 - \$110.00
Professional Geologist	\$120.00 - \$150.00
Professional Hydrologist	\$120.00 - \$150.00
Project Manager	\$100.00 - \$150.00
Senior Project Manager	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00 - \$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Associate Engineer	\$100.00 - \$110.00
Professional Land Surveyor	\$110.00 - \$125.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
GPS Survey	\$170.00
Equipment Classifications	
	Rate
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00 - \$50.00
Admin Supervisor I/ Document Production Supervisor	\$60.00 - \$80.00

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

Subcontractors: Billed as direct reimbursement plus 15%.

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



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

3A1

Memorandum

DATE: January 8, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of January 16, 2018

RECOMMENDATION:

Update on new Plumas County Correctional Facility from CGL. Discussion and decision on final placement of the new Facility.

BACKGROUND & DISCUSSION:

On June 8, 2017 Plumas County was awarded \$25,000,000.00 under SB 844 to construct a new Correctional Facility. CGL was retained to assist the County through the design/build process. As project approval from the State approaches, final placement of the Facility must be determined.



Office of the Sheriff


Office of Emergency Services

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

3A2

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: January 4, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of January 16, 2018

Recommended Action:

- 1) Approve and authorize a budget transfer in the amount of \$750.00 from Sheriff (dept 70330) fixed asset account for Software (540412) to account for Office Furniture (524312).

Background and Discussion:

The funds currently budgeted in the Software account (540412) and the Office Furniture account (524312) are specifically designated for required dispatch upgrades/needs. These expenses are to be reimbursed by State 911 funding.

The Sheriff's Office needs to spend all of the State 911 funding that was authorized under our agreement. The cost for the software was less than estimated and this transfer will allow the balance remaining to be reallocated so that it can be expended under the agreement.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: SHERIFF Dept. No: 70330 Date 1/4/2018

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
B. ☐ Supplemental Budgets (including budget reductions)
C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX
D. ☐ Transfer within Department, except fixed assets
E. ☐ Establish any new account except fixed assets

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	540412	SOFTWARE	750.00
Total (must equal transfer to total)				750.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	524312	CHAIRS/OFFICE FURNITURE	750.00
Total (must equal transfer to total)				750.00

Supplemental budget requests require Auditor/Controller's signature

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

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

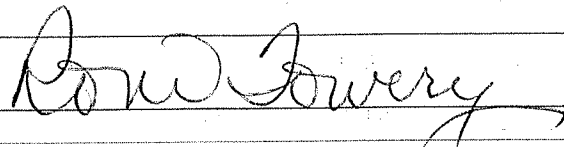
A) Expenses less than anticipated and all State 911 funding must be spent as per agreement.

B) The cost for software purchased with State 911 funding was less than anticipated.

C) Expenses to be incurred this fiscal year

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: January 8, 2018

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
JANUARY 9, 2018.

**RE: ADOPT RESOLUTION TO AMEND JOB CLASSIFICATIONS FOR
ACCOUNTANT AUDITOR I, ACCOUNTANT AUDITOR II, AND
AMEND THE FISCAL YEAR 2017/2018 POSITION ALLOCATION FOR
AUDITOR'S DEPARTMENT #20040**

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution to amend the Plumas County job classification plan with the revisions to the current Accountant Auditor I and Accountant Auditor II job descriptions and approve the recommended changes to Fiscal Year 2017/2018 Position Allocation for Auditor's Department fund #20040.

BACKGROUND AND DISCUSSIONS

Recently, there have been two staff changes in the Auditor's department. One employee who retired as of December 30th and another employee who has submitted a retirement date of January 19, 2018. We will have two (2) positions to recruit and fill.

In planning for the needs to fill the vacancies, the Auditor reviewed current job descriptions and now would like to update these classifications with realistic qualifications required for the Accountant Auditor I and Accountant Auditor II positions. The two job descriptions were last revised in November of 1995. The needed revisions for these two (2) classifications were to address the training and experience needed to qualify. We have included professional work experience as a consideration as well as the educational requirements. Both current job descriptions are too restrictive on qualifications. By including relevant work experience as a qualifier, the new revised job descriptions should draw more qualified applicants to apply. We are not recommending any changes to the wage ranges for both positions. The wage ranges will remain the same as they are currently posted.

We are also requesting amending the current Position Allocation. We would like to eliminate the Accountant Auditor/Liability Risk Analyst 1 FTE and the Fiscal Support Coordinator 1 FTE.

RESOLUTION NO. 2018- _____

**RESOLUTION TO AMEND POSITION ALLOCATION
FOR AUDITOR FUND #20040**

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

WHEREAS, these positions are necessary in the daily operational needs of the Auditor's Department; and

WHEREAS, the Human Resources Director has amended job classifications for the Account/Auditor I range - 2138 and Accountant/Auditor II range – 2356; and

WHEREAS, these corrections was brought to the attention of the Director of Human Resources who is now requesting approval of this resolution to amend the 2017-2018 Position Allocation for department #20040; and

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

1. Approve the amendments to the Fiscal Year 2017/2018 Position Allocation to allocate the following positions:

Auditor/Controller #20040	Current FTE
Auditor/Controller	1.000
Assistant Auditor Controller OR	1.000
Chief Deputy Auditor OR	0.000
Accountant OR Accountant Auditor I or II	1.000
Assistant Risk Manager/Occupational Safety & Health Spec.	1.000
Accountant Auditor/Liability Risk Analyst	1.000
Accountant/Workers Compensation Analyst	0.000
Payroll Specialist II OR	1.000
Payroll Specialist I	
Fiscal Support Coordinator OR	1.000
Auditor Accounting Technician OR	0.000
Auditor Accounting Clerk I or II	0.000

Auditor/Controller #20040	Proposed FTE
Auditor/Controller	1.000
Assistant Auditor Controller OR	1.000
Chief Deputy Auditor OR	0.000
Accountant, or Accountant Auditor I / II	3.000
Assistant Risk Manager/Occupational Safety & Health Spec.	1.000

Accountant Auditor/Liability Risk Analyst	0.000
Accountant/Workers Compensation Analyst	0.000
Payroll Specialist II, or	1.000
Payroll Specialist I	
Fiscal Support Coordinator, or	0.000
Auditor Accounting Technician, or	0.000
Auditor Accounting Clerk I or II	0.000

2. Approve the revised job classifications for Accountant/Auditor I range – 2138 and Accountant/Auditor II range -2356.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 16th day of January, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

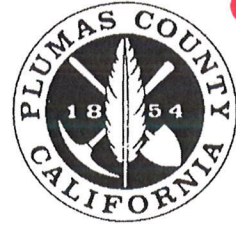


Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



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

DATE: January 16, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Plumas County Community Corrections Partnership Executive Committee -
New member appointment recommendation.

Recommendation

The Plumas County Community Corrections Partnership respectfully recommends that the Interim Director of Behavioral Health, Louise Steenkamp, be appointed to the Executive Committee in lieu of Robert Brunson's resignation, the former Director of Behavioral Health.

Background and Discussion

Robert Brunson resigned from his position as the Director of the Behavioral Health Department therefore vacating his position on the CCP Executive Committee. Louise Steenkamp was appointed as Interim Director of Behavioral Health shortly thereafter.

At the CCP Executive Committee meeting on December 13, 2017, the Executive Committee voted unanimously to approve the appointment of Louise Steenkamp to the Executive Committee, therefore, the Executive Committee respectfully recommends the Board of Supervisors to appoint Louise Steenkamp as a member of the Community Corrections Partnership Executive Committee.