

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 AUGUST 14, 2018 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) LIBRARY

- 1) Authorize the Library to accept donation of a TV, mount bar, chromecast, surge protector, HDMI cable, and Geek Squad service from Friend of the Portola Branch Library, worth the amount of \$1,646.84
- 2) Authorize the Library to accept donation of a laminator and laminating pouches from the Friends of the Portola Branch Library, worth the amount of \$50.82

B) SOCIAL SERVICES – Leslie Mohawk

- 1) Approve and authorize the Interim Director of Social Services to sign Agreement, not to exceed \$15,000, between County of Plumas and Plumas Rural Services to provide psychological evaluations to families that are in the Child Welfare system; and approve two additional extensions following the end of the current term for a total of three years, subject to agreement regarding compensation; approved as to form by County Counsel
- 2) Approve and authorize the Interim Director of Social Services to sign Training Services Agreement, not to exceed \$42,075, between County of Plumas and University of California, Davis for training services; and authorize an extension of the agreement for an additional twelve month period subject to availability of funds; approved as to form by County Counsel

C) BEHAVIORAL HEALTH

Approve and authorize the Chair to sign FY 2018-2019 Service Agreement, not to exceed \$30,000, between County of Plumas and Community Recovery Resources to provide mental health rehabilitation services; approved as to form by County Counsel

D) PUBLIC WORKS

- 1) Authorize Public Works to recruit and fill vacant, funded and allocated 2.0 FTE Public Works Maintenance Worker position, La Porte District, created by resignation
- 2) Approve and authorize the Chair to sign Professional Services Agreement between County of Plumas and Quincy Engineering, not to exceed \$32,388.67, for final design phase of the Blairsden-Graeagle Road Bridge Replacement Project over the Middle Fork of the Feather River; approved as to form by County Counsel

2. VETERANS COLLABORATION – Scott Quade

- A. Report and update on the “Veterans Collaboration” and “Stand Down”
- B. Presentation regarding clothing drive for the Veterans Stand Down

3. BEHAVIORAL HEALTH COMMISSION

Presentation of Plumas County Behavioral Health Commission Annual Report for FY 2016-2017 and FY 2017-2018

4. DEPARTMENTAL MATTERS

A) CLERK OF THE BOARD – Nancy DaForno

Approve amendment to the *Board of Supervisors Policy for Agenda Preparation and Submittal* to include special instructions for preparation of a summary to save on publication costs of lengthy ordinances; discussion and possible action

B) PUBLIC WORKS – Robert Perreault

Authorize the purchase of fixed assets prior to adoption of the FY 2018-2019 budget (2019 Polaris RZR XP 1000 UTV, \$32,977.44); discussion and possible action

C) SHERIFF – Greg Hagwood

Authorize the Sheriff to purchase fixed assets of \$13,438.38 (Repeater replacement) prior to adoption of the FY 2018-2019 Budget; and authorize the Auditor/Controller to pay invoice to Daniels Electronics Ltd. Dba Codan Radio Communications; discussion and possible action

5. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign Memorandum of Understanding between Plumas Superior Court and the County of Plumas for FY 2018-2019; discussion and possible action
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

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

6. BOARD OF SUPERVISORS

Report and update by Susan Scarlett, Budget Consultant on the FY 2018-2019 Budget; discussion and possible action regarding various county departments and programs

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Chief Probation Officer (Board only)
- B. Conference with Legal Counsel: Existing litigation - “Adler, et al., Petitioners v. County of Plumas, et al., Respondents, and Genesee Valley Ranch, LLC, et al., Real Parties in Interest,” Plumas Superior Court Case No. CV17-00152
- C. Conference with Legal Counsel: Existing litigation - California Department of Water Resources, Plaintiff, vs. All Persons Interested in the Matter of the Authorization of California WaterFix Revenue Bonds, the Issuance, Sale and Delivery of California WaterFix Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the California WaterFix Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of California WaterFix Revenue Bonds, and the Proceedings Related Thereto, Defendants, Superior Court of California, County of Sacramento, Case No. 34-2017-00215965
- D. 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
- E. 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
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (three cases)
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. Conference with Labor Negotiator regarding employee negotiations: Sheriff’s Administrative Unit; Sheriff’s Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

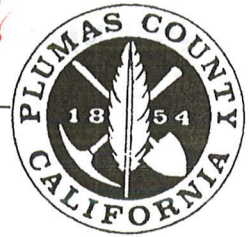
REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, August 21, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: July 20, 2018
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Media Equipment Donation from Friends of the Portola Branch Library

Recommendation:

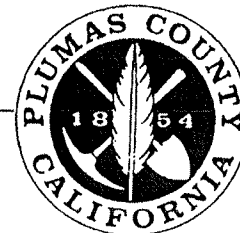
Approve the donation of the TV, mount bar, chromecast, surge protector, HDMI cable, and Geek Squad service from the Friends of The Portola Branch Library, worth the amount of \$1646.84.

Background:

Friends Of The Portola Branch Library is a 501(c)(3) charitable organization which works with Plumas County Library to help provide services and materials to the Portola Branch. Friends has agreed to pay for the TV and associated material (mount bar, chromecast, surge protector, and HDMI cable) and service (Geek Squad service to help connect the TV for use from patrons) to update the meeting room to be used by local presenters, groups, library programs, and other meeting room activity.

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Lindsay Fuchs
County Librarian*

DATE: July 31, 2018
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Laminator Donation from Friends of the Portola Branch Library

Recommendation:

Approve the donation of a Laminator and supporting material (laminating pouches) from the Friends of The Portola Branch Library, worth the amount of \$50.82.

Background:

Friends Of The Portola Branch Library is a 501(c)(3) charitable organization which works with Plumas County Library to help provide services and materials to the Portola Branch. Friends received and would in turn like to give the Portola library a thermal laminator and laminating pouches, worth \$50.82.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

LESLIE MOHAWK
INTERIM DIRECTOR

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

DATE: JULY 31, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: LESLIE MOHAWK, INTERIM DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 14, 2018

RE: APPROVAL AND AUTHORIZATION TO SIGN AN AGREEMENT BETWEEN
PLUMAS RURAL SERVICES AND THE DEPARTMENT OF SOCIAL SERVICES
TO PROVIDE PSYCHOLOGICAL EVALUATIONS TO FAMILIES THAT ARE IN
THE CHILD WELFARE SYSTEM

It is Recommended that the Board of Supervisors

1. Approve a contract between Plumas Rural Services and the Department of Social Services to provide psychological evaluations to families that 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. Approve two additional extensions of the agreement following the end of the current term for a total of 3 years subject to an agreement between the parties regarding compensation.

Background and Discussion

Nearly all families that come into the Child Welfare system are Court ordered to participate in a psychological evaluation and, depending upon the results of that evaluation, are required as a part of their case plan to participate in scheduled therapy sessions. Adequate progress in such sessions is directly linked, along with other factors, to whether a family that has had children removed from the home can reunite.

In addition to the above, some children in the Child Welfare system are categorically eligible for mental health assessments and ongoing therapy under a court settlement called Katie A. These children receive an independent assessment by Social Workers in the Department of Social Services and if they meet Katie A criteria are eligible to receive services at County expense.

Under current law, families and children who are in the Child Welfare system have a very limited period of time (typically one year) to remedy the elements that may cause a family to enter the system in the first place. For that reason, it is vital that interventive and therapeutic services be available without delay.

Due to increasing numbers of children and families in the Child Welfare system who need or are categorically eligible to receive mental health services, there has been an ongoing need to find supplemental services beyond those available through County Mental Health. The Department has been able to secure such services through community based partner agencies. That continuing need is what brings the Department to the Board.

The Department of Social Services has been able to negotiate with Plumas Rural Services to provide us with the additional service capacity needed to deliver timely therapeutic interventions to families in the Child Welfare system.

The agreement before your Board secures such services for the balance of the current year. Because effective therapy is dependent upon a continuing relationship between the therapist and the customer, the Department requests authority to extend the agreement for two additional 12 month periods following the end of the current term, subject to an agreement regarding compensation.

Financial Impact

While there is no impact to the County General Fund that results from this agreement, there will be increased costs to the Department of Social Services. The compensation available under the agreement is an amount not to exceed \$15,000 for the balance of the fiscal year. The Department has sufficient funding in our Realigned allocation of Child Protective Services dollars to cover these new costs. The Department will have funds available to cover these services for the duration of the contract extensions.

Other Agency Involvement

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

Copies: DSS Management (Memo Only)
Michele Piller, Plumas Rural Services (with attachment)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000). If necessary, the compensation available to PRS may be increased by mutual agreement of the parties.
3. Term. The term of this Agreement shall be from September 1, 2018 through June 30, 2019, unless terminated earlier as provided herein.
4. Extension. This Agreement may be extended for two additional periods not to exceed twelve calendar months for a total of 3 years subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. 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.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable

grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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:

Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Leslie Mohawk, Interim Director

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

COUNTY:

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

By: _____

Name: Michele Piller
Title: Executive Director

Date: _____

By: _____

Name: Leslie Mohawk
Title: Interim Director

Date: _____

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

By: _____

Jeff Engel
Chair, Board of Supervisors

Date

ATTEST:

By: _____

Nancy DaForno
Clerk of the Board of Supervisors

Date

Approved as to Form:

By: _____

Gretchen Stuhr
Deputy County Counsel

7/20/18

Date

EXHIBIT A

CWS Therapy

SCOPE OF WORK

1. Contractor shall provide to County psychological evaluations, written reports, and expert witness testimony, for designated adults or children, which might include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.
2. Contractor shall provide a written report with results of observations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services Division.

EXHIBIT B

CWS Psychological Evaluations

FEE SCHEDULE

1. Psychological Evaluation: \$1,500.00 per evaluation, including written report.
2. Court Testimony: \$100.00 per hour, including travel and wait time.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

LESLIE MOHAWK
INTERIM DIRECTOR

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

DATE: AUGUST 3, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: LESLIE MOHAWK, INTERIM DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 14, 2018

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH U.C. DAVIS
FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

1. Approve contract #EW-2018-26 in the amount of \$42,075 with the University of California, Davis for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff.
2. Authorize the Director of the Department of Social Services to execute the agreement on behalf of the County and as the Board's designee.
3. Authorize the Department of Social Services to execute an extension of the agreement at the end of the approved term for an additional twelve month period subject to an offer from the University and the availability of funds in the Department's budget for this purpose.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state for an Inter-County Training Consortium (ITCT). Together, the counties in the Consortium pool their funds to purchase high quality professional training services from the Center for Human Services Training located at UC Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are Consortium members.

or training that is scheduled locally and when it is appropriate, we also include invitations to our community partners and other agencies. This enables us to use the training programs as a community resource serving the broader base of human service providers.

The agreement that is before your Board today for approval provides eleven full days of training that will be available to the Department's Employment and Training, and Eligibility staff.

Financial Impact

The total value for training received under this agreement is \$42,075. UC Davis provides an in-kind contribution in the amount of \$4,675 which represents what would otherwise be considered a local match requirement from Plumas County. There is no cost to the County General Fund. An appropriation for training is included in the Department's proposed FY 2018-2019 budget.

Other Agency Involvement

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

Copies: PCDSS Management Staff
Karen Hayden, Staff Services Analyst

Enclosure



Agreement #EW-2018-26

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and PLUMAS COUNTY("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2018 through June 30, 2019. All courses must be completed by June 30, 2019.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
10. Relationship of parties. It is expressly understood and agreed that this agreement is not

intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

11. 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.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Plumas County
Department of Social Services
270 County Hospital Road Suite 207
Quincy, CA 95971

Additional University:

Center for Human Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University 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; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the

limits imposed by law or University regulations, because of age or citizenship.
University is an affirmative action/equal opportunity employer.

15. 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 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. 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.
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. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. 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.

Signature page follows:

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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

Name: Susan Catron, MPPA, EdD
UC Davis Extension

Date: 7/16/18

FEIN: 94-6036494

PLUMAS COUNTY

By: _____

Name:

Date: _____

Approved as to form:



Stephen Stuhler
County Counsel

8/2/18

EXHIBIT A

TRAINING PROGRAM

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$46,750.00
University's in-kind contribution	\$4,675.00
User's share of cost	\$42,075.00

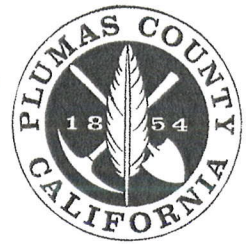
PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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

Tony Hobson, Ph.D, Director

K



Date: July 30, 2018, 2018

To: The Honorable Board of Supervisors

From: Tony Hobson, Ph.D., Director *TH*

SUBJECT: Agenda Item for July 14, 2018, Board Meeting

RE: APROVE AND AUTHORIZE NEW CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND COMMUNITY RECOVERY RESOURCES.

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY 2018-2019 contract for Community Recovery Resources for \$30,000.00 which has been approved to form by County Counsel.

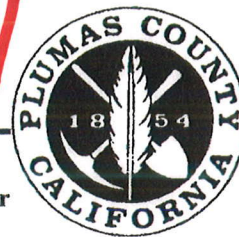
BACKGROUND AND DISCUSSION: Provide Mental Health Rehabilitation Services.

FINANCIAL IMPACT: There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

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 August 14, 2018 meeting of the Plumas County Board of Supervisors

August 6, 2018

To: Honorable Board of Supervisors

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

John Mannle
Assistant Director

Subject: Authorization for the Public Works/Road Department to fill the vacancy of Two (2) FTE PW Maintenance Worker positions in the LaPorte Maintenance District

Background:

Two (2) FTE PW Maintenance Workers have resigned from the Department effective August 6, 2018 and August 18 respectively in the LaPorte Maintenance district. One will be taking a similar position with a neighboring county making 25% more than Plumas County, and the other is leaving to earn more money as a schoolteacher.

The Department is requesting to fill these positions.

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

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

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of two (2) FTE PW Maintenance Workers in the LaPorte Maintenance District.

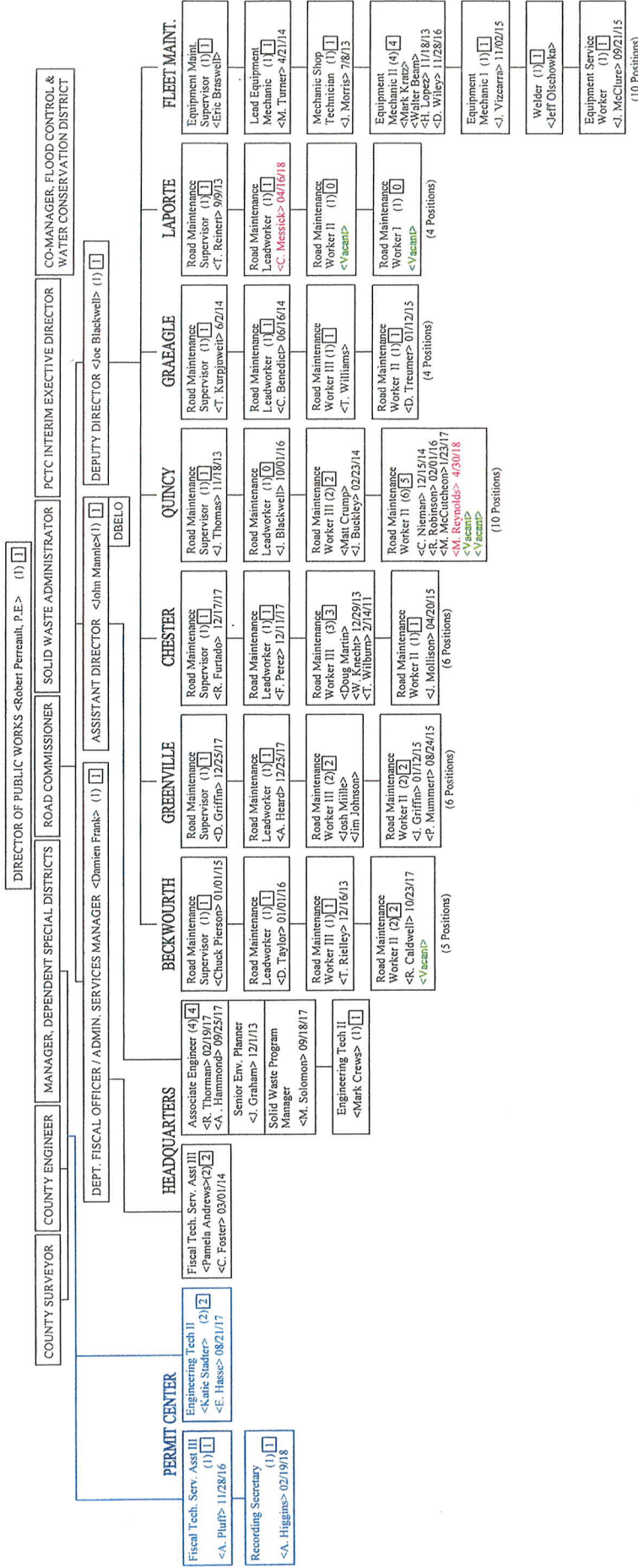
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker I/II Worker Position LaPorte

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

15/16	(\$1,000,000)	16/17	\$0	17/18	(\$600,000)
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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART

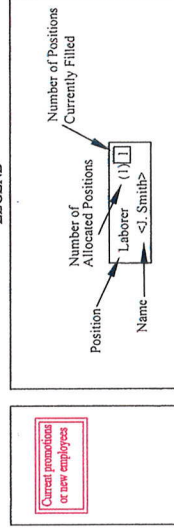


PERSONNEL SUMMARY

Total	Road Dept.	Engineering
Allocations: (60)	(57)	(3)
Currently Filled: (53)	(51)	(2)

*Note: Total Allocated Positions For Combined Road Maint. Workers I-III: (22)
 **Note: Total Allocated Positions For Combined Equipment Mechanics I-III / Welder: (7)

LEGEND



Director of Public Works
Revision Date: August 7, 2018

102

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 August 14, 2018 meeting of the Plumas County Board of Supervisors

Date: August 6, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: **Authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Professional Services Agreement between Quincy Engineering and the County of Plumas for "Final Design Phase for the Blairsden-Graeagle Road Bridge Replacement Project over the Middle Fork of the Feather River"**

Background:

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

The existing, single-lane bridge was originally constructed in 1902 and renovated in 1955. The bridge is a nine-span, 264-foot long bridge with a 115-foot single-span Pratt through truss main span. The approximately 15-foot wide approach roadway is paved. This bridge was heavily damaged in the 1955 flood prior to being rehabilitated by the State. The bridge and the road were relinquished to the County in 1956.

The bridge replacement is needed to improve public safety. The need is based on Caltrans' Bridge Inspection Reports and the most recent inspection lists the existing bridge has a sufficiency rating of 32.7 out 100 and is determined to be structurally deficient. The truss has fracture critical and fatigue-prone steel elements. A bridge having a sufficiency rating of less than or equal to 50 is eligible for replacement under the federal Highway Bridge Program. This project is being funded by the Federal Highway Bridge Program [Federal Aid No. BRLO-5909(029)].

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

The Department of Public Works received three responses to the Request for Qualifications for this project with Quincy Engineering being ranked as the most highly qualified firm. Thereafter, and in accordance with the County's purchasing policy, a contract was negotiated between Quincy Engineering and Public Works staff to the satisfaction of the Director of Public Works. The Consultant will be the Project's "design engineer of record." Remaining design phase services generally involve the following tasks:

- 1) Completion of structural engineering
- 2) Completion of plans, specifications and estimate
- 3) Preparation of bid documents
- 4) Providing bid phase assistance
- 5) Participation at public information meeting(s)

A subsequent contract amendment will be processed with the consultant for the construction management phase after the design phase is completed. The project is currently scheduled to be under construction in Fiscal Year 21/22. Those tasks will include:

- 1) Construction Phase resident engineering (construction management) services,
- 2) Administrative support activities, as requested by staff of Department of Public Works, and
- 3) Project closeout activities.

The attached contract has been reviewed and approved as to form by Deputy County Counsel and the consultant's hourly rates and overhead rates were approved by Caltrans' Audits and Investigations Division.

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

Federal Share: 80.00% Federal Bridge Program

County Share: 20.00% FY 17/18 SB1 Load Streets & Roads Program

Recommendation by Public Works:

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 the Professional Services Agreement between Quincy Engineering and the County of Plumas for "Final Design Phase for the Blairsden-Graeagle Road Bridge Replacement Project over the Middle Fork of the Feather River"

Attachment: Professional Services Agreement between the County of Plumas and Quincy Engineering

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

TABLE OF CONTENTS CONTRACT LANGUAGE

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Article I	Introduction.....	2
Article II	Statement of Work	2
Article III	Consultant's Reports or Meetings.....	4
Article IV	Performance Period.....	4
Article V	Allowable Costs and Payments.....	4
Article VI	Termination	8
Article VII	Cost Principles and Administrative Requirements.....	8
Article VIII	Retention of Records/Audit.....	9
Article IX	Audit Review Procedures.....	9
Article X	Subcontracting.....	10
Article XI	Equipment Purchase.....	11
Article XII	State Prevailing Wage Rates	11
Article XIII	Conflict of Interest	12
Article XIV	Rebates, Kickbacks or other Unlawful Consideration	12
Article XV	Prohibition of Expending Local Agency State or Federal Funds for Lobbying.....	12
Article XVI	Statement of Compliance	13
Article XVII	Debarment and Suspension Certification.....	14
Article XVIII	Funding Requirements	14
Article XIX	Change in Terms	14
Article XX	Disadvantaged Business Enterprises (DBE) Participation.....	15
Article XXI	Contingent Fee	16
Article XXII	Disputes.....	16
Article XXIII	Inspection of Work.....	16
Article XXIV	Safety	17
Article XXV	Insurance	17
Article XXVI	Ownership of Data	18
Article XXVII	Claims Filed by LOCAL AGENCY'S Construction Contractor	18
Article XXVIII	Confidentiality of Data.....	19
Article XXIX	National Labor Relations Board Certification	19
Article XXX	Evaluation of Consultant.....	19
Article XXXI	Retention of Funds	19
Article XXXII	Notification	21
Article XXXIII	Contract.....	21
Article XXXIV	Signatures.....	21

ARTICLE I INTRODUCTION

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

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

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

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

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

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated January 25, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

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

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

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

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

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

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

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Four Hundred Thirty Eight Thousand Two Hundred Seventy One Dollars and Thirty Eight Cents \$(434,340.34).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

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

ARTICLE VI TERMINATION

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

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE VIII RETENTION OF RECORDS/AUDIT

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

ARTICLE IX AUDIT REVIEW PROCEDURES

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

ARTICLE X SUBCONTRACTING

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

ARTICLE XI EQUIPMENT PURCHASE

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

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

ARTICLE XII STATE PREVAILING WAGE RATES

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

ARTICLE XIII CONFLICT OF INTEREST

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

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the Applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code

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

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

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XVIII FUNDING REQUIREMENTS

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

ARTICLE XIX CHANGE IN TERMS

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

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

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

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

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

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV SAFETY

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

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

ARTICLE XXV INSURANCE

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

ARTICLE XXVI OWNERSHIP OF DATA

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

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

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

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

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI RETENTION OF FUNDS

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

ARTICLE XXXII NOTIFICATION

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

CONSULTANT:

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

LOCAL AGENCY:

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

ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIV SIGNATURES

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

COUNTY OF PLUMAS

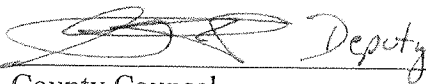
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

 Deputy

County Counsel

Date: 7/18/18

AGREED TO BY:

Chair, Plumas County Board of Supervisors

Date: _____

CONSULTANT
QUINCY ENGINEERING, INC.

Signature
John S. Quincy, President

Date: _____

Signature
Steven L. Mellon, Secretary

Date: _____

68-0269312
Quincy Engineering Inc. Taxpayer ID Number

Exhibit A

Plumas County- Blairsden-Graeagle Bridge Project

Scope of Work

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

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

Task 1 – Initiate Project

Task 1.1 – Finalize Project Scope

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

Task 1.2 – Kick-off Meeting

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

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

Task 1.3 - Field Investigation

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

Task 1.4 - Project Schedule

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

Task 2 – Project Management

Task 2.1 – Project Management

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

Task 2.2 - Progress Meetings

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

Task 2.3 – Progress Report

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

Task 1 and 2 Products

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

Task 3 – Public Meeting

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

Task 3 Products

- Technical exhibits
- Attendance at the meeting

FINAL DESIGN PHASE

Task 4 – Final Design

Task 4.1 – Utility Coordination (By County)

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

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

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

A ROI must be prepared for each utility requiring modification.

Task 4.2 – Foundation Report Concurrence

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

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

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

Task 4.3 - Bridge Design

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

Task 4.3a Rehabilitation Design of Existing Bridge

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

- Minor Bridge Deck Repair
- Bridge Railings

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

Task 4.4 - Approach Roadway Design

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

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

Task 4.5 - Detailing

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

Plumas County- Blairsden-Graeagle Bridge Project

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

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

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

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

Task 4.7 - Independent Design Check

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

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

Task 4.8 – Specifications

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

Task 4.9- Final Construction Quantities and Estimate

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

Task 4.10- Prepare Design Exception Fact Sheets

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

Task 4.11- Quality Control and Constructability Review

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

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

Task 4.12 - Submittal of 90% PS&E

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

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

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

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

Task 4 Products

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

Task 5 – Obtain Environmental Permits (By County)

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

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

Task 5 Products

- Permits (By County)
- Technical support to County

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

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

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

Task 6 Products

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

Task 7 – Bidding Assistance

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

Task 7 Products

- *Responses to County and bidder inquiries*

Task 8 – Construction Design Support

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

Task 8 Products

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

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

To be provided upon completion of Tasks 1-8.

Exhibit B

Local Assistance Procedures Manual

EXHIBIT 10-H
Cost Proposal

Exhibit 10-H Cost Proposal

Cost Proposal

Contract No. Blairsdon Gracagle Bridge
Consultant Quincy Engineering, Inc.

Date 6/29/2018

DIRECT LABOR

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

LABOR COSTS

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

FRINGE BENEFITS

d) Fringe Benefits (Rate: 45.95%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$54,554.96	\$54,554.96

INDIRECT COSTS

f) Overhead (Rate: 123.84%):		
g) Overhead [(c) x (f)]	\$147,031.27	
h) General Administration (Rate: 0.0%):		
i) Gen & Admin [(c) x (h)]	\$0.00	
j) TOTAL INDIRECT COSTS [(g) + (i)]	\$147,031.27	\$147,031.269

FIXED FEE (Profit)

k) Fixed Fee (10.0%):		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	\$32,031.30	\$32,031.30

OTHER DIRECT COSTS (ODC)

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

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$79,566.00	\$79,566.00
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r) TOTAL COST	\$434,340.34
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Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

Cost Proposal

Project Name: Blairsden Graeagle Bridge

Direct Labor:

Final Design

Date: 6/29/2018

Quincy Engineering, Inc.

Direct Labor: \$118,726.80

Escalation for Multi-Year Project (0.0%): \$0.00

Subtotal \$118,726.80

Overhead (1.698): \$201,586.23

A. Labor Subtotal **\$320,313.03**

Subconsultant Costs:

Geocon \$5,140.00

NSR (Stantek) \$5,170.00

Custom CAD (DBE) \$50,000.00

PHI \$1,700.00

QEI Survey Department \$17,556.00

0 \$0.00

0 \$0.00

0 \$0.00

0 \$0.00

B. Subconsultant Subtotal **\$79,566.00**

Other Direct Costs:

Travel (@ active IRS mileage rate) 1500 miles @ \$0.540 \$810.00

Pier Diem/ Hotel/Meals 6 days @ \$150.00 \$900.00

Delivery 4 @ \$20.00 \$80.00

Vendor Reproduction

Vellum @ \$0.00

8 1/2 X 11 Reproduction @ \$0.00

11 X 17 Reproduction @ \$0.00

Mounting Boards for Presentations 8 @ 80 \$640.00

Newsletters (Translation and printing) @ \$0.00

Subtotal Vendor Reproduction \$640.00

Title Report @ \$0.00

Miscellaneous

Prevailing Wage Differential \$0.00

C. Other Direct Cost Subtotal: **\$2,430.00**

Labor Subtotal A. = \$320,313.03

Fixed Fee (10.0%): \$32,031.30

Subconsultant Subtotal B. = \$79,566.00

Fixed Fee (0.0%): \$0.00

Other Direct Cost Subtotal: C. = \$2,430.00

Fixed Fee (0.0%): \$0.00

TOTAL = **\$434,340.34**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

Plumas County Behavioral Health Commission Annual Report to the Plumas
County Board of Supervisors – FY 2016-2017 & FY 2017-2018

Over the last two fiscal years, Plumas County Behavior Health Commission has participated as an advisory board in the many positive changes that have occurred in Plumas County Behavioral Health Department. A following list of notable changes and accomplishments are listed.

In June 2016, a new Behavioral Health Director was hired – Robert Brunson. He hired a new Deputy Director and a new Administrative Services Officer. After a year he resigned as BH Director. Louise Steencamp served as Interim BH Director until Tony Hobson was hired in June 2018. Behavior Health Commission members took part in the BH Director interviews and made recommendations to the BOS.

The former Plumas County Mental Health Department and Plumas County Alcohol & Drug Department merged in the Plumas County Behavioral Health Department in the second quarter of FY 2016-17. At this time the department was also reorganized with updated job descriptions and salaries and additional FTEs recommended by the BH Commission and approved by the Board of Supervisors.

MHSA (Mental Health Services Act) funded three Wellness Centers in collaboration with Plumas Crisis and Intervention Resource Centers (PCIRC) and they were opened in Chester, Greenville, and Portola in winter and spring of 2017.

Tele-psychiatry services were expanded in BH Department including services in the Plumas County Jail during this time period.

Increased assistance to SMI (Serious Mental Illness) and Full-Service Partner population, including emergency and transitional housing, transportation, and medication assistance was achieved.

Expansion of the Transitional Sober Living Environment (TSLE) for male and female facilities took place.

A contract with Environmental Alternatives to supply an additional eight residences as transitional supportive housing.

Quality Assurance/Quality Improvement under the direction of Michael Gunter implemented the 36 hour rule for case note completion following clinical sessions.

Increased training for clinicians also took place : intensive 5150 crisis evaluation training, charting and clinical compliance training and training on many other clinical topics to provide overall clinical service at the BH Dept.

The Plumas County Behavioral Health Commission participated in and held a public hearing for the MHSA 2017-2018 Annual Update after the 30-day public comment period in March 2018.

The Plumas County Behavioral Health Commission has reviewed and advised on all proposed plans for remodeling of the local BH board and care home – The Sierra House. During the time period of May to October 2017, with preparation of the new FY 2017-2018 budget it was determined that the previously source of funds was no longer available for this extensive remodel. With the last inspection of The Sierra House conducted in April 2017 by the state Community Care Licensing Board, many issues were identified and it was hoped that the remodel could address them and BH Commission has had extensive discussions on this issue and have received a financial report from the Administrative Services Officer as requested in order to make recommendation to the BOS on whether to close the Sierra House or proceed with renovation. On the July 11, 2018, the Plumas County Behavioral Health Commission voted to support the closure of the Sierra House after hearing the opinion of the new Behavioral Health Director, Tony Hobson who supported closing it for now.

The BH Commission has also sent members to the California Association of Local Behavioral Health Boards and Commissions conferences and training. We learned about the Data Notebook for California Behavioral Health Boards and Commissions and hope to get Plumas County's data to the California Mental Health Planning Council in collaboration with California Association of Local Behavioral Health Boards/Commissions for the 2018 Data Notebook.

Respectfully Submitted by Lori Simpson – Interim Chair – Plumas County Behavioral Health Commission.

4A

IV. SPECIAL INSTRUCTIONS FOR SPECIFIC TYPES OF AGENDA ITEMS:

These items require special processing before being placed on the agenda.

A. Agreement and Leases:

Three (3) original copies of any agreements, contracts, MOU's, or leases must be attached to the agenda backup documents. Original signatures must be on all three copies except those situations where an outside party insists on the County first approving the contract. The Clerk of the Board will keep a signed original document for the County's records. The other two documents will be returned to the submitting department. One is for the other party (i.e. the vendor) and one is for the department's file. Contracts, Agreements, MOU's, Leases, or similar documents must be approved by County Counsel prior to being placed on the Board's agenda.

B. Ordinances and Resolutions:

Attach only one (1) original ordinance or resolution as there can be only one original document. Upon request, the Clerk of the Board can provide a certified copy of any original document approved by the Board of Supervisors.

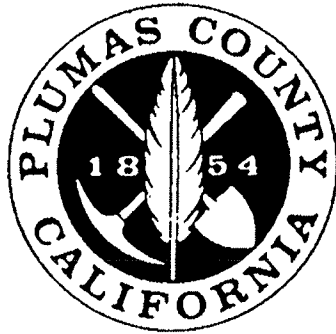
If the ordinance or resolution amends a previously adopted ordinance or resolution, please provide the revised resolution and in the backup, please show a marked up version of the same ordinance or resolution using bold italic font to highlight any language changed or added and the "strikeout" function to highlight any deleted language in the document. This allows the Board to clearly see the changes being made. If any exhibits are referenced in the ordinance or resolution, be sure that the exhibits are clearly marked and attached accordingly.

Consider if a summary of the ordinance will need to be prepared for publication in the newspaper and allow sufficient time for the preparation of the summary and scheduling publication. See Government Code 25124. Department Heads shall contact the Clerk of the Board to determine if a summary will be necessary to save on the cost of publication. Nearly all ordinances will require publication in the local newspaper. If the ordinance is relatively short (e.g., 200 words or less), it can be published one time within 15 days after it is adopted. More lengthy ordinances are very expensive to publish in the newspaper. A summary³ of a lengthy ordinance should be prepared and published the *first* time at least five (5) days prior to the meeting at which the ordinance is adopted. The summary of the ordinance is published a *second* time, showing the votes for and against, within 15 days after it is adopted. The Board of Supervisors designates the County Counsel to prepare a summary of each ordinance prior to submission of such ordinance to the Board of Supervisors. The Clerk to the Board is authorized to publish such summary in the manner provided by law in lieu of publishing the verbatim text of such ordinance. The proponent of the proposed ordinance shall submit a draft summary of the proposed ordinance to the County Counsel.

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³ In some situations it may be appropriate to publish a one-quarter page display advertisement in lieu of a summary. See Gov. C. §25124(b)(2).



PLUMAS COUNTY BOARD OF SUPERVISORS' POLICY FOR AGENDA PREPARATION AND SUBMITTAL

(ADOPTED BY THE BOARD OF SUPERVISORS ON
AUGUST 14, 2018)

THIS POLICY is adopted by the Plumas County Board of Supervisors pursuant to Government Code Section 25003, "The board may make and enforce rules and regulations necessary for the government of the board, the preservation of order, and the transaction of business."

I. INTRODUCTION AND GOALS OF AGENDA REVIEW PROCESS:

The importance of proper preparation and submittal of agenda items is that it assists the Board to be able to review items prior to the meetings, ensures that items before the Board have been reviewed by involved departments, and ensures that the Board's conduct of business is in compliance with Open Meeting Act (i.e. "Brown Act"). At the meeting in which the item is considered, the Board should be provided with complete and accurate backup material. In addition, matters placed before the Board of Supervisors should stand on their own in the public record. Years from now when a member of the public is researching the Clerk's records and locates a Department's board item and supporting materials, the issue should be self-explanatory and complete.

II. DEADLINES:

- A. **"Regular Meetings:"** Regular meetings of the Board of Supervisors are held the first, second, and third Tuesdays of a calendar month.¹ The deadline to place an item on the agenda for a *regular* board meeting is the Monday at 12:00 noon a week prior to the meeting. If the Monday deadline falls on a holiday, the deadline is then the Friday before the holiday.
- B. **"Special Meetings:"** For special meetings, the times vary and you should check with the Clerk of the Board.
- C. **"Urgency" Items:** If your matter is "urgent", meaning that the need for Board action was discovered after the submittal deadline and that the item cannot wait until the next Board meeting, then complete the Agenda Request Form and add in the background information why the matter is urgent (provide all relevant detail please.) Provide this to the Clerk of the Board and receive instructions about what time you should be present at the Board meeting. After the posting of the agenda, and before the item can be added to the agenda, the Brown Act requires that Board make findings by a four-fifths vote that: 1) the need

¹ See Plumas County Code section 2-1.101.

for action came to the attention of the agency (this includes any County employee or official) after the posting of the agenda; AND 2) the need for action cannot reasonably wait until the next regularly scheduled meeting.²

III. HOW TO PLACE AN ITEM ON THE AGENDA:

- A. Submit a completed agenda request form to the Clerk of the Board. This form can be obtained from the Clerk. This form may also be downloaded from the County webpage at www.countyofplumas.com. Each form must be complete and must notice the Clerk of the Board that the request has been reviewed by all involved departments. For example, contracts, resolutions, and ordinances should be reviewed and approved as to form by the County Counsel's office; the Human Resources Director should review personnel matters; budget transfers by the Auditor's office, etc. These pre-meeting courtesy contacts with affected departments will avoid surprises both for you and for others. The Agenda Request Form, with original signatures, needs no additional copies.
- B. Submit the necessary backup. To assist the Board, there must be attached to the agenda request some background information in the form of a letter or memorandum.
 1. The memo should be directed to: "The Honorable Board of Supervisors."
The memo should include at least the following elements:
 - a) Under a heading entitled "Recommendation," please provide a succinct description of the action you are asking the Board to take, and who needs to take the recommended action. For example: "Receive the report from the Health and Human Services Cabinet, and authorize the Social Services Director to submit the necessary grant application to fund the proposed consulting services."
 - b) Under a heading entitled "Background and Discussion" please describe
 - 1) the historical context of the requested action,
 - 2) why the action is timely;
 - 3) the financial impact to the County if the Board takes the recommended action, (for example, the dollar impact to the General Fund), and
 - 4) whether the Board has previously considered the action and when, and,
 - 5) any other relevant information.
 2. Please provide 13 copies along with your original backup information letter or memo, including any attachments to it. If an attached document is very lengthy, please provide one copy of the Clerk of the Board and mention in your background information that a copy is on file with the Clerk of the Board for public review.
 3. All supporting backup material shall be submitted to the Clerk of the Board with the required agenda request form by the deadline. Any supporting backup material submitted after the posting of the agenda will be held by the Clerk of the Board and the matter will be continued to the next regular meeting of the Board.

² Brown Act, at Government Code section 54954.2(b)(2)

IV. SPECIAL INSTRUCTIONS FOR SPECIFIC TYPES OF AGENDA ITEMS:

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A. Agreement and Leases:

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B. Ordinances and Resolutions:

Attach only one (1) original ordinance or resolution as there can be only one original document. Upon request, the Clerk of the Board can provide a certified copy of any original document approved by the Board of Supervisors.

If the ordinance or resolution amends a previously adopted ordinance or resolution, please provide the revised resolution and in the backup, please show a marked up version of the same ordinance or resolution using bold italic font to highlight any language changed or added and the "strikeout" function to highlight any deleted language in the document. This allows the Board to clearly see the changes being made. If any exhibits are referenced in the ordinance or resolution, be sure that the exhibits are clearly marked and attached accordingly.

Consider if a summary of the ordinance will need to be prepared for publication in the newspaper and allow sufficient time for the preparation of the summary and scheduling publication. See Government Code 25124. Department Heads shall contact the Clerk of the Board to determine if a summary will be necessary to save on the cost of publication. Nearly all ordinances will require publication in the local newspaper. If the ordinance is relatively short, it can be published one time within 15 days after it is adopted. More lengthy ordinances are very expensive to publish in the newspaper. A summary of a lengthy ordinance should be prepared and published the first time at least five (5) days prior to the meeting at which the ordinance is adopted. The summary of the ordinance is published a second time, showing the votes for and against, within 15 days after it is adopted. The Board of Supervisors designates the County Counsel to prepare a summary of each ordinance prior to submission of such ordinance to the Board of Supervisors. The Clerk to the Board is authorized to publish such summary in the manner provided by law in lieu of publishing the verbatim text of such ordinance. The proponent of the proposed ordinance shall submit a draft summary of the proposed ordinance to the County Counsel.

Resolutions and Ordinances shall be reviewed by County Counsel, and any other departments that may be affected, prior to the proposed ordinance or resolution being placed on the Board's agenda. For example, if the proposed ordinance imposes a new County Code violation, evaluate whether the Sheriff's Department and/or the Code Compliance Officer should review it.

C. Request for Budget Appropriation Transfer or Supplemental Budget:

Follow the requirements of the Budget Appropriation Transfer or Supplemental Budget Form, attached. All required signatures shall be obtained before the agenda request is submitted. Please submit these forms to the Auditor's office by the Friday before the agenda is due.

D. Request to Appropriate Funds from Fund 001, Dept. 20980, Acct. 52840 (General Fund Contingency):

These requests shall be placed on the regular agenda, not on the consent agenda and will require a four/fifths majority roll call vote.

E. Increase in Position Allocations, Changes in Job Descriptions, or Similar Agenda Items:

These requests require the approval of the Human Resources Department ("HR") before submitting the agenda request. The HR department will provide the County department with the appropriate resolution.

F. Grants:

All new grant awards shall be reviewed by the Auditor's office prior to submittal to the Clerk of the Board. Reoccurring funding sources for Departments do not need to be reviewed by the Auditor's office. If specific legal questions are raised by the grant, provide all relevant documents to the County Counsel's office along with the legal question to be addressed. Also, provide copies of all contracts to be executed to the County Counsel's office for review.

G. Policy Issues:

Any proposed policy that potentially affects multiple county departments shall be reviewed by County Counsel and presented to Management Council for input to the proponent prior to submittal to the Clerk of the Board to be placed on the agenda for Board approval. The cover letter or memorandum to the Board shall provide the date the matter was presented to Management Council and summarize the position of Management Council, if any.

The policy shall include a title, content, signature line for the Chair and date adopted and/or amended. The request shall be placed on the regular agenda, not on the consent agenda.

Upon adoption by the Board of Supervisors, the Clerk of the Board will provide each county department with a copy of the policy.

V. SPECIFIC TIME REQUIREMENTS FOR REVIEW BY OUTSIDE DEPARTMENTS PRIOR TO AN ITEM BEING PLACED ON THE AGENDA:

- A. Human Resources: For normal agenda items, such as position increase due to grant funding, please provide one week for the Department to review the item. If the agenda item involves reorganization of the Department, revisions of job descriptions, or other more complex issues, additional time may be needed. Please contact the Department for specific instructions. When presenting the proposed agenda item to the department, please present the specific item that will be presented to the BOS and any additional information which may be necessary for Department to evaluate the agenda request.
- B. Auditor/Controller:
 - 1. **Grants**: Provide copy of grant application, grant guidelines, and supplemental budget adjustments for any Departments affected by the grant. This information shall be provided at least the Thursday prior to the Agenda deadline.
 - 2. **Other agenda items**: Other agenda items, such as supplemental budget adjustments, must be presented to the Auditor's office by the Friday prior to the Agenda deadline.
- C. Information Technology: For any agenda items which need I.T.'s review, present the proposed agenda item to the Director of Information Technology at least one week prior to the agenda deadline.
- D. County Counsel: Any contracts, leases, ordinances, resolutions or other items needing County Counsel's review, must be presented for review at least two weeks prior to the Agenda deadline. Please indicate if your agenda item is needed for a specific Board date. Also, please indicate any specific legal questions that you wish addressed. Additional lead time is required for proposed ordinances that require preparation of a summary of the ordinance and publication of the summary in the local newspaper.
- E. Other Departments: When your agenda item affects any other County department, you must provide that department with the agenda request for their review.

VI. GUIDELINES FOR CONSENT AGENDA:

A department head may request non-controversial or routine items to be placed on the consent agenda. These items are such that the Board may approve them quickly without discussion. If an item is placed on the consent agenda, the requesting party or department head need not appear at the Board of Supervisors meeting. However, any member of the Board or a member of the public may ask that an item be removed from the consent agenda for discussion. In this case, your attendance may be required and a call will be placed to you to appear at the Board meeting.

VII. SETTING THE AGENDA FOR PUBLICATION

The Board of Supervisors controls its own agenda. Working with the County Administrative Officer, the Clerk of the Board prepares the initial draft agenda from the requests submitted and forwards the draft to the Chair and Vice Chair for review. The Chair and Vice Chair have the authority to add, delete, postpone, or limit the time for consideration of any agenda item request. Notwithstanding the foregoing, all requests by a member of the Board of Supervisors shall be included in the agenda, subject to approval of the agenda at the beginning of the meeting. Requests from members of the public must have the support of the Chair or another member of the Board.

VIII. AFTER THE BOARD MEETING

When the Board authorizes specific action which was not part of the original agenda item, the Department head shall ensure that all required documents, such as budget transfers, supplemental budgets, or position allocations, are completed and forwarded to the relevant departments in a timely manner.

Since the agenda packet is the most readily available source of information for matters considered by the Board, whenever possible Board minutes should indicate whether something was approved “as presented” or “as reviewed by the Board.” This will clarify whether an item in the agenda packet is the final version of a document.

IX. CONSEQUENCES OF NOT COMPLYING WITH AGENDA REQUIREMENTS:

If an item is incomplete, it will not be placed on the agenda and will be held until the item is complete or it will be returned to the Department with a note as to what needs to be done or what might be lacking. Further, an agenda item that requires the review or coordination with another department or the recommendation or approval from another Department, will not be placed on the agenda unless those Departments have signed the agenda request form indicating that they have had the opportunity to read the material, confer with the requesting Department head, and prepare their own written recommendation to the Board if desired. This policy has been applied consistent over the years without regard to whether the Department head is appointed or elected, based on the premises that the Board should have the best and most complete information available to it when it is asked to determine policy. The philosophy is that when an item is placed before the Board, it should be ready for the Board’s action and should not require additional research or work for its implementation.

Please contact the Clerk of the Board regarding: Advance timing necessary for Public Hearing notices, ordinance summaries, and any other questions you may have regarding the agenda process.

X. ADOPTION:

This “Plumas County Board of Supervisors’ Policy for Agenda Preparation and Submittal” is revised and adopted by the Plumas County Board of Supervisors at a meeting held August 14, 2018.

Plumas County Board of Supervisors

By _____
Jeff Engel, Chair

Attest:

Nancy DaForno, Clerk of the Board

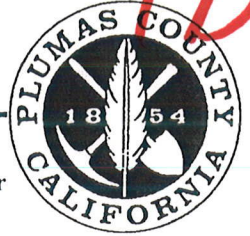
Revision History:

Initial Adoption:	*
Revised:	*
Revised:	10/1/2013
Revised:	6/2/2016
Current:	8/14/2018

[C:\Users\csettlem\Documents\AGENDA SUBMITTAL POLICY rev 201808014.doc]

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the August 14th, 2018 meeting of the Plumas County Board of Supervisors

August 6, 2018

To: Honorable Board of Supervisors

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

John Mannle
Assistant Director

Subject: Approval to purchase a 2019 Polaris RZR XP 1000

Background:

The Public Works Department applied for and received grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division, Grants and Cooperative Agreement Program to purchase a new Polaris RZR XP 1000 (UTV). The grant is funded on a reimbursable basis. The UTV will be used during the grant period inspect Plumas County maintained gravel roadways to develop a soil management plan and to help determine the best use of grants funds in maintaining the Plumas County Multi-Use Road Network.

The UTV will also be used as part of separate OHV grant to develop an Emergency Response Plan for use by the Plumas County Sheriff's Department and the Plumas County Search & Rescue during call outs to the High Lakes recreation area.

The Road Department currently has funding available to cover this purchase, pending final adoption of the FY 18/19 budget by the Board of Supervisors.

The purchase price is through a contract (#090512-PSI) with the National Joint Powers Alliance of which the Public Works Department is a member, (#47164). The Polaris RZR XP 1000 will be supplied by DuPont Power Tools, a local supplier. As mentioned above, State funds will be used to reimburse the Department.

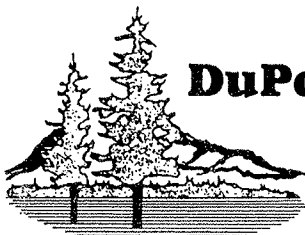
Recommendation:

Public Works staff respectfully recommends that the Director of Public Works be authorized to purchase a new Polaris RZR XP 1000 for \$32,977.44, using Road Department acquisition funds prior to final adoption of the 18/19 budget.

A picture and description of the UTV is attached.

Thank You and Please Call Again

SALES & SERVICE
SNOWMOBILES • ATV's
CHAIN SAWS • SMALL ENGINES



DuPont Power Tool, LLC

P.O. Box 406
Quincy, California 95971
dupontpower@sbcglobal.net

Toll Free: 1-88-88-2-RIDE-1

OR

530-283-2136

Customer's Order No. Mark Phone No. 394-7689 Date 8-2 20 18

Name Plumas Co. Public Works

Address _____

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	New 2019 Polaris RZR 1000 XP		
	Trails & Rocks Ed.		22999 00
1	2279417 Glass windshield		679 99
1	2279526 Wiper kit		519 99
1	2281582-458 Alum. roof		449 99
1	2279509 Lower door inserts		419 99
1	2279902 Upper conv. doors		619 99
1	2281614 Rear poly panel		269 99
1	2282240/2281551 Winch		904 78
1	Karavan KUS2990 78" - 14'		3295 00
			30,158 92
	Install accys.		560 00
	Lic.		72 00
	Sales Tax		2186 52
	TOTAL	#	32,977 44

Trim & Color options

RZR XP® 1000 Trails & Rock

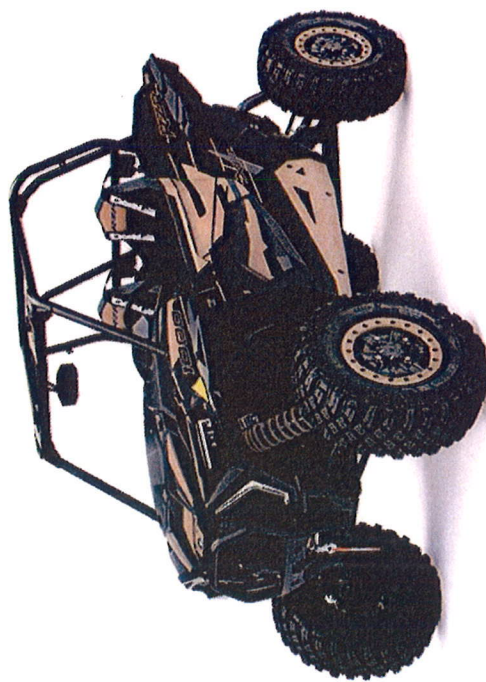
Cruiser Black

KEY SPECS

- 110 HP ProStar HO 999
- 64" Width
- 21" / 21" Travel
- Walker Evans® Needle Shocks
- 30" Pro Armor Crawler XG Tires & Beadlocks
- 14" Ground Clearance

TRAILS & ROCK FEATURES

- 55% Lower Low Gear
- Low Speed Throttle Mapping
- Xtreme Performance AWD
- Hi-Clearance Arms & Rods
- 4 500 LB Winch
- Lower Doors





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

4c

Memorandum

DATE: August 7, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
SUBJECT: Agenda Item for the meeting of August 21, 2018

Recommended Action:

Approve a fixed asset purchase from the Sheriff's AB443 fund in the amount of \$13,438.38.

Authorize the auditor to pay invoice #U21351 received from Daniels Electronics Ltd. dba Codan Radio Communications for fixed asset purchase prior to the county budget being adopted.

Background and Discussion:

The Administrative & Budgetary controls require Board of Supervisors approval to purchase fixed assets.

The fixed asset is a repeater that replaces one that had reached the end of its useful life and was no longer working properly. The need to replace it quickly necessitated ordering it immediately. The equipment was budgeted in FY 17/18; however, it did not arrive until the end of July. The invoice could not be paid in FY 17/18 because it is dated in FY 18/19.

The invoice amount is \$13,438.38 and will be paid from dept 70330 account 544203.

This expenditure has been included in the budget request submitted for FY 18/19.

Imels Electronics Ltd.
 Doing business as
Codan Radio Communications

Invoice # U21351

CUSTOMER NO. PLUCOU
COPY Customer Original

Codan Radio Communications
 43 Erie Street
 Victoria, B.C.
 V8V 1P8 Canada

Toll Free Phone: 1-800-664-4066
 Phone (outside U.S. and Canada): 1-250-382-8268
 Email: lmrsales@codanradio.com
 Website: www.codanradio.com/lmr

SOLD TO:

PLUMAS COUNTY SHERIFF'S OFFICE
 1400 E. MAIN ST

QUINCY, CA 95971
 USA

SHIP TO:

PLUMAS COUNTY SHERIFF'S OFFICE
 1400 E. MAIN STEET
 ATTN:MIKE GRANT

QUINCY, CA 95971
 USA

CONTRACT (CC)	TYPE	CONTRACT #	CONTRACT NAME
HB	Manual Pricing Contract	n/a GS-35F-0420K	n/a GSA

Lines preceded by "--->" are contract lines.

DATE		SHIP VIA		TERMS					
24-Jul-2018		FEDEX GROUND		NET 30 DAYS					
PURCHASE ORDER NUMBER		ORDER DATE	SALES PERSON		REPRESENTATIVE(S)		OUR ORDER NUMBER		
2018-296		06-Jun-2018	REA		TSG	SIE	H42984		
QTY. ORDER	QTY. SHIP	QTY. B.O.	ITEM NUMBER	CC	DESCRIPTION		UNIT PRICE	DISC %	EXTENDED PRICE

NAFTA/FCC FORMS ON FILE

MADE IN CANADA

NO KOREAN DRAMS OR DRAM MEMORY

PLEASE FILE UNDER HS CODE #8517.61.00.00(CBP
 VHF RADIO TRANSCEIVERS (Freq.'s 30-520 MHz)

1.00	1.00	0.00	Z57235	HB	VHF RADIO TRANSCEIVER			
System Price:								\$12,529.96
System above includes all components below.								
2.00	2.00	0.00	VT-4E150-00-800	HB	TRANSMITTER, MT-4E, VHF136-174	\$1,524.87000		\$3,049.74
					TX, MT-4E Analog, 136-174			
					MHz			
2.00	2.00	0.00	VR-4E150-00-000	HB	RX, MT-4E, VHF136-174, CLASS B	\$1,641.45000		\$3,282.90
					RX, MT-4E Analog Class B,			
					136-174 MHz			
1.00	1.00	0.00	SR-39-1	HB	SUBRACK/MOTHERBOARD,96	\$802.07000		\$802.07
					PIN+I/O			
					SUBRACK/MOTHERBOARD			

Invoice # U21351

CUSTOMER NO. PLUCOU
COPY Customer Original

Codan Radio Communications
43 Erie Street
Victoria, B.C.
V8V 1P8 Canada

Toll Free Phone: 1-800-664-4066
Phone (outside U.S. and Canada): 1-250-382-8268
Email: lmrsales@codanradio.com
Website: www.codanradio.com/lmr

Lines preceded by "--->" are contract lines.

DATE			SHIP VIA		TERMS				
24-Jul-2018			FEDEX GROUND		NET 30 DAYS				
PURCHASE ORDER NUMBER			ORDER DATE	SALES PERSON	REPRESENTATIVE(S)		OUR ORDER NUMBER		
2018-296			06-Jun-2018	REA	TSG	SIE	H42984		
QTY. ORDER	QTY. SHIP	QTY. B.O.	ITEM NUMBER	CC	DESCRIPTION		UNIT PRICE	DISC %	EXTENDED PRICE
1.00	1.00	0.00	SM-3-H0-R1N-00	HB	SYSTEM REGULATOR,9-11VDC,1 RLY		\$1,137.83000		\$1,137.83
					---> SYSTEM REGULATOR, 1 ANTENNA RELAY				
					RF CABLES SOLD SEPARATELY				
2.00	2.00	0.00	AC-CTCSS-TS-64	.	MODULE, CTCSS ENCODER/DECODER		\$100.26000		\$200.52
1.00	1.00	0.00	AC-3E	HB	AUDIO CTRL, E&M SIGNALLING,96P		\$643.52000		\$643.52
					---> CROSSBAND E&M CONTROL CARD				
2.00	2.00	0.00	AMP-155-050-D1R	HB	AMP/136-174 MHz,5-10W/50W,RACK		\$1,356.57000		\$2,713.14
					---> AMP,136-174 MHz,5-10W/50W,RACK				
4.00	4.00	0.00	CBL223	HB	CABLE/RF, RG223U		\$76.31000		\$305.24
					--->				
2.00	2.00	0.00	LB-SYS-CONFIG	.	LABOUR/HR CONFIGURATION		\$197.50000		\$395.00

INVOICE TOTAL

DISCOUNT	\$	0.00
NET	\$	12,529.96
OTHER	\$	0.00
SHIPPING & HANDLING	\$	0.00
STATE TAX	\$	908.42
GST/HST	\$	0.00

TOTAL (US) \$ 13,438.38

5A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PLUMAS SUPERIOR COURT
AND THE
COUNTY OF PLUMAS
2018/2019 FISCAL YEAR**

PARTIES

Plumas Superior Court (hereinafter "Court") and the County of Plumas (hereinafter "County") agree to be bound by the terms and conditions of this Memorandum of Understanding (hereinafter "MOU"). The purpose of this MOU is to implement the provisions of the Lockyer-Isenberg Trial Court Funding Act of 1997 (AB233).

PREAMBLE/GENERAL GUIDELINES

Assembly Bill 233 (Chapter 850, Statutes of 1997) became effective January 1, 1998, retroactive to July 1, 1997. AB233 recognizes the necessity to provide fiscal independence to the Courts as a constitutionally separate branch of government, while at the same time relieving the County of the financial responsibility of funding trial court operations as defined by California Rules of Court, Rule 10.810.

Because of the long-standing relationship between the County and the Court, it is recognized that issues beyond day-to-day Court operations will have to be resolved over time. The basis of this MOU is to articulate the relationship between the County and the Court regarding the matters addressed herein. It is the intention of the County and the Court that this implementation process will be conducted in a spirit of cooperation and mutual respect.

Though the enactment of the Lockyer-Isenberg Trial Court Funding Act of 1997 created a new relationship regarding certain funding issues, it did not resolve all financial constraints placed on the County and the Court regarding their respective operations. Furthermore, the Act was not intended to sever the interdependent relationship between the County and the Court and the need for the County and the Court to work together on many issues that may involve both entities. The primary purpose of this MOU is to establish a framework for the County and the Court to address, in a positive and constructive manner, the financial and interdependent issues affecting both parties and the need for better cooperation between the County and the Court to continue to successfully carry out their respective obligations to the Plumas County citizens.

The Court and the County base this MOU on the laws in existence on the date of its implementation. Because the full degree of State involvement in Court operations has not yet been fully addressed, these laws are expected to be amended from time to time as circumstances dictate, and unanticipated events may occur that have not been addressed in this MOU.

If and when those amendments and/or events occur, the parties commit to further negotiation to promptly address the impacts of any such amendments and/or events so that these impacts are resolved in a manner that is fair and reasonable to both parties and does not in any way, shape, manner or form undermine the primary purpose of this MOU.

This MOU is intended to be fair, mutually beneficial and equitable to both parties. To the extent that it realizes this intent, it shall serve as a framework for future agreements between the Court and the County. To the extent that this MOU does not achieve this intent, the parties express their joint willingness to revisit the terms of this MOU to determine if the MOU can be amended so as to result in greater fairness, mutual benefits and equitable terms to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed between the Court and the County as follows:

1. TRIAL COURT OPERATIONS FUND

- 1.1 Pursuant to Government Code §77009, the County has established a trust and agency fund for Trial Court Operations (Fund 7001).
- 1.2 Fund 7001 is not an operating fund of the County.
- 1.3 For fiscal year 2018/2019, interest received by the County, which is attributable to investment of Court funds, shall accrue to the designated Court Fund 7001.

2. CHARGES FOR COUNTY PROVIDED SERVICES

- 2.1 Pursuant to Government Code § 71009 et seq., the County may charge the Court for services provided by the County, including indirect costs; if allowed under Rule 10.810 and Government Code § 77003. Charges assessed to the Court for these County-provided services will be consistent with the rates charged to other County departments and special districts for the same or similar services. All charges to the Court by County must be approved and signed off by the Presiding Judge, or his or her designee, before a transfer of funds is completed. Payment for County-provided services will not be unreasonably withheld by the Court.

The County and the Court agreed in the 1999/00 Memorandum of Understanding between the Plumas Superior Court and the County of Plumas, entered into on June 20, 2000, that fiscal year 1999/2000 would be the last fiscal year in which the County could charge the Court for County-provided services using the costs contained in the County-Wide Cost Allocation Plan (COWCAP), prepared in accordance with OMB A-87 (indirect charges).

- 2.2 Direct Charges. Direct charges include the costs of direct services that County departments provide to the Court. These goods and services reflect current charges, unlike the lagging costs of indirect services reflected in the Cost Allocation Plan. The Court agrees to pay to County the following maximum amounts indirect charges for fiscal year 2018/2019, and County shall provide Court, consistent with at least the level of services provided in the 2017/2018 fiscal year, or as otherwise detailed in the service description under the following department for the following services:
 - a. Auditor/Controller. The Court will maintain only one fund with the County for the purpose of receiving and transferring revenue from the County. This section expressly disregards costs for auditing services as the Auditor-

Controller will no longer perform these functions on behalf of the Court. The Auditor will issue one check to the Court for the balance in Fund 7001 at the end of each month. Any special services provided by the Auditor to the Court, at the Court's written request, will be billed separately at the composite rate of \$35.00 per hour.

- b. **Information Technology.** On or before June 30, 2018, the Court will pay the County the sum of \$381.96 for services for the period July 1, 2018, through June 30, 2019, as follows:

70276 Trial Courts	Connections	Mo. Fee	Months	Cost	Total
System Access Fee	1	\$31.83	12	\$381.96	\$381.96
Total Annual Cost					\$381.96

- c. **Janitorial/Facility Services.** The Plumas County Sheriff's Office, Correctional Center, shall provide the Court all custodial services, labor, materials, equipment and supplies required to maintain the Court's allocated building spaces at the Historic Quincy Courthouse in a clean and healthful manner. On or before June 30, 2018, the Court will pay the County the sum of \$8,299.00 for the period July 1, 2018, through June 30, 2019. The Court and Plumas County Sheriff's Office agree that costs for the provision of these services (two days per week as set forth in the written Cleaning Bid agreed to by the Plumas Superior Court and the Plumas County Sheriff's Office) during fiscal-year 2018/2019 will be a maximum \$8,299.00. If the level of service changes during the term of this MOU, the payment for services will be adjusted accordingly. The Plumas County Sheriff's Office will provide a reconciliation of the annual cost and send the court an invoice for the fourth quarter. Requests made by the Court to Plumas County which exceed the obligations under existing agreements with the Court shall be paid for by the Court at an agreed upon hourly rate, plus the cost of materials. Unless otherwise agreed to by the parties, this hourly rate shall be \$55.00 dollars per hour.
- d. **Postage Costs.** On or before June 30, 2018, the Court shall make a deposit in the amount of Four Thousand Dollars (\$4,000) to be applied to Total Postage Charges for the 2018-19 fiscal year. Additionally, any prepaid funds not used by the Court during the 2017-18 fiscal year shall be carried-over and credited to the Court's postage account for use in the 2018-19 fiscal year. "Total Postage Charges" shall be defined as the actual costs of postage, including a surcharge for postage machine lease and supplies, based upon the percentage of use by the Court in relation to the overall use of the machine, and supplies that may be provided by the County to Court on a monthly basis. County shall bill the Court for Total Postage Charges on a monthly basis. The amount of each monthly billing shall be deducted by the County from the amount of the prepaid deposit. If an amount is due for Total Postage Charges, the Court shall remit payment within thirty (30) days of the date of the invoice provided by the County. The Court shall provide a two week advance notice to the County of bulk mailings in order to assure postage availability.

- e. **Miscellaneous Employee Benefits.** The Employee's Assistance Program annual charge totals \$277.56 based on the FTE of 9 positions. The charge for additional FTE's shall be \$2.57 per month per person. On or before June 30, 2018, the Court will pay to the County the sum of \$277.56. In the fourth quarter any adjustments to actual cost will be made.
 - f. It is the responsibility of the County to let the Court know if fourth quarter adjustments are necessary for any of the applicable payments by July 15, 2019.
- 2.3 **Dual Service Provider.** When a County employee provides the same or similar Services to both Court and County and such Services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time he or she spent on Trial Court Operations. County shall only bill Court for the employee's actual time spent on Trial Court Operations.
- 2.4 **Verification.** In the event of a request by the Presiding Judge or Designated Officer for additional back-up information regarding any Service being billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the California Judicial Council Staff shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212 and the California Judicial Council Accounting Standard Number 6.1.1(7).

3. FACILITIES

- 3.1 Subject to the terms and conditions of the Historic Courthouse MOU for the Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated February 25, 2007, and the Memorandum of Understanding No. FY06/Bldg. 32-A/Construction (New Courtroom Project) Regarding Construction Project at Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated July 25, 2007 (New Courtroom MOU), the County recognizes its obligation, pursuant to Government Code §70311, to provide to the Court necessary and suitable facilities with respect to the Quincy Courthouse. The Court will provide notice of any facility deficiencies at the Quincy Courthouse and in determining whether such facilities are necessary and suitable, the reasonable needs of the Court and the fiscal condition of the County shall be taken into consideration. The County will consult with the Court regarding the adequacy and design of space prior to construction, relocation or alteration of the Quincy Courthouse. The Court will not alter space in the Quincy Courthouse in any way without prior authorization from the County Administrative Officer, or in the absence of a County Administrative Officer, the Chairperson of the County Board of Supervisors. If denied, the Court can take the issue to the Board of Supervisors.

It is the intent of the County to prepare a transition plan for ADA improvements, for all County facilities, including the Quincy Courthouse. In preparing the ADA transition plan, the County will allow the Court the opportunity to provide

information to be included in the ADA transition plan. The County reasonably believes that the ADA transition plan will be completed within the next two to three fiscal years. And the County will begin implementation of the transition plan once it is completed with no cost to the Court. In addition to the above, the Parties shall continue to have responsibilities for ADA issues to the extent that such responsibilities are set forth in the New Courtroom MOU.

4. COURT-RELATED FUNDS ADMINISTERED BY COURT

4.1 The following fund is designated for the exclusive use and control by the Court. Interest earned on balances shall be deposited directly into the following fund under the Court's control.

- Fund 7001— P.C. Trial Courts

5. REVENUE DISTRIBUTION

5.1 All revenue and civil assessments; collected shall be distributed as required by law.

6. INDEMNIFICATION

6.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Court and the County pursuant to Government Code section 895.6 to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata; but instead the County and the Court agree that pursuant to Government Code section 895.4, each of the two affected parties shall fully indemnify, hold each of the other parties, their officers, judges, subordinate judicial officers, board members, agents, representatives and employees harmless and defend the other party, its officers, judges, subordinate judicial officers, board members, agents, representatives, and employees from any and all claims, demands, damages, costs, expenses or liability costs including attorney fees, that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of the indemnifying party, its officers, judges, subordinate judicial officers, board members, employees, representatives, or agents. No party, nor any officer, judge, subordinate judicial, officer, board member, employee, representative or agent thereof will be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of an indemnified party under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement, subject to and consistent with the rights and, obligations of the parties set forth in the Law Enforcement Act.

7. TERM AND TERMINATION

7.1 The term of this MOU shall be from July 1, 2018 to June 30, 2019, but may be extended in writing thereafter until a new MOU is executed. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by

County from July 1, 2018 to date of approval of this Agreement by the Board of Supervisors.

- 7.2 If either the Court or County desires to terminate any or all of the services contained within this MOU, written notice shall be given at least ninety (90) days prior to the end of the fiscal year, (i.e. by April 1) or less if by mutual written agreement, to be effective the first day, of the succeeding fiscal year, or earlier, if by mutual written agreement.
- 7.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a Service to Court, County shall cooperate with Court to ensure that, if said Service is a vital service for Court, it shall be available from other entities that provide such Services. Court understands and agrees that payment for such vital services shall be the responsibility of Court. Notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year (Govt. Code 77212).

8. NOTICES

- 8.1 All notices and demands of any kind which either party may require to serve on the other in connection with this MOU must be served in writing either by personal service or sent by first class mail, postage prepaid and addressed as follows:

If to County: Chairperson
 Plumas County Board of Supervisors
 520 Main Street
 Courthouse, Room 309
 Quincy, California 95971

With a Copy to: County Counsel
 County of Plumas
 520 Main Street
 Courthouse, Room 301
 Quincy, California 95971

If to Court: Presiding Judge
 Plumas Superior Court
 520 Main Street
 Courthouse, Room 104
 Quincy, California 95971

With a Copy to: Court Executive Officer
 Plumas Superior Court
 520 Main Street
 Courthouse, Room 104
 Quincy, California 95971

9. INDEPENDENT CONTRACTOR

- 9.1 **Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

10. DISPUTE RESOLUTION

- 10.1 Continuation of Services. Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 10 shall govern. Until the dispute is resolved, County may continue to provide the Services and Court, if County continues said Services, shall continue to make payment therefore as set forth herein. If County elects not to continue to provide said Services due to circumstances beyond County's control or due to financial considerations which result from State funding limitations, Court may elect to seek replacement services.
- 10.2 Request for Meeting. If after thirty (30) days, Court and County cannot resolve any dispute; either Party may give the other Party a written request for a meeting between the Court Executive Officer and the County Administrative Officer (or, in the absence of a County Administrative Officer, the Chairperson of the Board of Supervisors) for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum shall preclude the Parties from exercising their legal remedies.
- 10.3 Resolution of Disputes. Any disputes between the Parties regarding the interpretation or performance of this Memorandum that are not resolved under Section 10.2 above, shall be resolved by submission of the dispute to non-binding mediation.
- 10.4 Jurisdiction and Venue. If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 10.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Plumas. In the event that such legal action is taken by either Party, the judges for the Superior Court of California, County of Plumas shall recuse themselves from hearing the case. The

Judicial Council of the State of California shall appoint a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this Memorandum.

11. FULL AGREEMENT

11.1 This Memorandum of Understanding represents the entire agreement between the Court and County on matters specifically addressed by the terms of this MOU.

Plumas Superior Court:

County of Plumas:

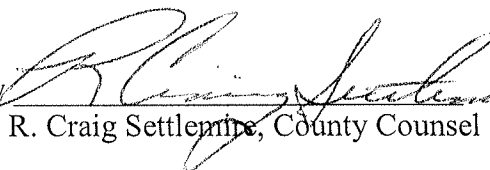
By _____
JANET HILDE, Presiding Judge

By _____
JEFF ENGEL, Chairperson
Board of Supervisors

Date: _____

Date: _____

Approved as to form:

By 
R. Craig Settlemyre, County Counsel

Date: 8/6/18