

BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF FEBRUARY 16, 2021 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

AGENDA

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

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

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

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

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



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

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

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. **PUBLIC HEALTH AGENCY** – Andrew Woodruff
Report and update on COVID-19; receive report and discussion

2. CONSENT AGENDA

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

A) AGRICULTURE/WEIGHTS & MEASURES

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$31,893, between County of Plumas and CDFA for Noxious Weed Control program; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$15,680, between County of Plumas and CDFA for Inspect Pest Detection program; approved as to form by County Counsel [View Item](#)

B) SHERIFF

Approve and authorize the Chair to sign agreement, not to exceed \$20,000, between County of Plumas and RSH, Inc. dba Horton Tire Center for vehicle maintenance and service; approved as to form by County Counsel [View Item](#)

C) PUBLIC WORKS

Roads

- 1) Adopt **RESOLUTION** approving the Plumas County Department of Public Works Title VI/Non-Discrimination Plan [View Item](#)
- 2) Approve Amendment No. 1, not to exceed \$14,252.11, to the MGE Engineering, Inc. agreement for “On-Call Civil Engineering Services (Clio Bridge Painting Project); approved as to form by County Counsel [View Item](#)
- 3) Approve Amendment No. 2, not to exceed \$13,859.61, to the MGE Engineering, Inc. agreement for “On-Call Civil Engineering Services (Dyson Lane Bridge Painting Project); approved as to form by County Counsel [View Item](#)
- 4) Approve Amendment No. 3, not to exceed \$13,859.61, to the MGE Engineering, Inc. agreement for “On-Call Civil Engineering Services (Lights Creek Bridge Rehabilitation Project); approved as to form by County Counsel [View Item](#)
- 5) Approve Amendment No. 4, not to exceed \$13,859.61, to the MGE Engineering, Inc. agreement for “On-Call Civil Engineering Services (Belden Town Bridge Painting Project); approved as to form by County Counsel [View Item](#)

Solid Waste

- 6) Approval to revise established “Pledge of Revenue” and Resolution No. 20-8519, adopted September 22, 2020 for financial assurance mechanism to cover corrective action costs to Chester Landfill; and adopt **RESOLUTION**, amending Resolution No. 20-8519 Financial Assurance for Corrective Action of the Chester Landfill; approved as to form by County Counsel [View Item](#)
- 7) Approve Amendment No. 3, not to exceed \$17,400, to the existing contract with Vestra Resources, Inc. to update Report of Waste Discharge/Joint Technical Document for the Gopher Hill Landfill; approved as to form by County Counsel [View Item](#)

D) PUBLIC HEALTH AGENCY [View Item](#)

Approve and authorize the Chair to sign agreement, not to exceed \$9,000, between County of Plumas and Heat Transfer Systems to provide maintenance and repair of heating systems at Public Health Facilities, effective November 1, 2020; approved as to form by County Counsel

3. **DEPARTMENTAL MATTERS**

A) **PUBLIC HEALTH AGENCY** – Andrew Woodruff [View Item](#)
1) Adopt **RESOLUTION** to accept Contract #Sub20-026 and any future Amendments from the Area 3 Agency on Aging (AAA), pass through from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. **Roll call vote**
2) Approve supplemental budget of \$32,632 for receipt of unanticipated revenue, Budget Unit 20830 Senior Nutrition to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population; **four/fifths required roll call vote**

B) **BECKWOURTH COUNTY SERVICE AREA** – Robert Perreault
1) Authorize the Manager of Beckwourth CSA to revise the monthly rate for property located at 223 Main Street, Beckwourth, CA from \$89 per month to \$44.50 per month; discussion and possible action [View Item](#)
2) Adopt **RESOLUTION**, amending Resolution No. 20-8506, Beckwourth Community Service Area Billing Collection Procedures. **Roll call vote** [View Item](#)

C) **PUBLIC WORKS** – Robert Perreault
Solid Waste Division
Adopt **RESOLUTION** Financial Assurance for Corrective Action of the Gopher Hill Landfill; and approve and authorize the Chair to sign Pledge of Revenue Agreement between County of Plumas and the California Department of Resources Recycling and Recovery (CalRecycle) for Corrective Action Gopher Hill Landfill: approved as to form by County Counsel. **Roll call vote** [View Item](#)

D) **PLANNING** – Tracey Ferguson
Discussion and possible action regarding ZOOM public access participation for regular meetings of the Planning Commission

E) **HUMAN RESOURCES** – Nancy Selvage
Adopt **RESOLUTION** to amend FY 2020-2021 Pay Schedule to Increase the Base Wages to \$53.39 for Director of Public Health. **Roll call vote** [View Item](#)

F) **COUNTY ADMINISTRATOR** – Gabriel Hydrick
1) Adopt **RESOLUTION** Supporting Healthy Communities Approach to COVID-19. **Roll call vote** [View Item](#)
2) Adopt the Coronavirus Prevention Program (CPP) as per CalOSHA mandates; discussion and possible action [View Item](#)
3) Presentation of FY 2020-2021 Mid-Year Budget; and authorize the Auditor/Controller to process departmental budget transfers, and supplemental budgets for receipt of unanticipated revenue; **four/fifths required roll call vote**; discussion and possible action [View Item](#)

4. **BOARD OF SUPERVISORS**

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

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment – Chief Probation Officer
- B. Conference with Legal Counsel: Claim Against the County filed by Lance William Hatfield on January 29, 2021 [View Item](#)
- C. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: APN 115-023-019, 455 Main Street, Quincy
- D. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 2, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

THE END

Thank you for this opportunity, I have genuinely enjoyed my employment with Plumas County!

Nancy DaForno
Clerk of the Board
1990 - 2021



Willo Vieira
Agricultural Commissioner
Sealer of Weights & Measures
willovieira@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture



Agriculture Commissioner Sealer of Weights and Measures

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

Date: February 3, 2021

To: Honorable Board of Supervisors

From: Willo Vieira, Agricultural Commissioner/
Sealer of Weights & Measures

Re: CDFA Agreement #20-1001-000-SA

Recommendation: Approve and authorize the Chair to sign Agreement #20-1001-000-SA between California Department of Food and Agriculture (CDFA) and Plumas County.

Background and Discussion: This agreement between CDFA and Plumas County is in the amount of \$31,893.00 which began on January 15, 2021 and continues through June 30, 2022. This agreement is for on the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Plumas County. Approved as to form by County Counsel.



Willo Vieira
Agricultural Commissioner
Sealer of Weights & Measures
willovieira@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture



2A2

Agriculture Commissioner Sealer of Weights and Measures

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

Date: February 3, 2021

To: Honorable Board of Supervisors

From: Willo Vieira, Agricultural Commissioner/*WV*
Sealer of Weights & Measures

RE: CDFA Contract #20-0199

Recommendation:

Approve and authorize the Chair to sign CDFA Contract #20-0199 between California Department of Food and Agriculture (CDFA) and Plumas County.

Background and Discussion:

This agreement between CDFA and Plumas County is in the amount of \$15,680.00 which began on July 1, 2020 and continues through June 30, 2022. The Department of Agriculture will provide services for placing and servicing traps for the detection of exotic insect pest which are considered hazardous to agriculture and to the economy of California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle and other invasive exotic pests.

Approved as to form by County Counsel.



Office of the Sheriff

Office of Emergency Services

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: February 1, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns
RE: Agenda Items for the meeting of February 15, 2021

It is recommended that the Board:

Approve and sign contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Norton Tire Center in the amount of \$20,000.

Background and Discussion:

The term of this contract is 04/01/21 – 03/31/22. The purpose of this contract is for vehicle maintenance & service.

Agreement has been approved as to form by County Counsel.

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 Sheriff's Office (hereinafter referred to as "County"), and RSH, INC. a corporation, doing business as Horton Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00).
3. **Term.** The term of this agreement shall be from April 1, 2021 through March 31, 2022, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

County:

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

Contractor:

Horton Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: Ron Horton

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

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

24. Retention of Records. 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 set forth below.

CONTRACTOR:

RSH, Inc.
dba Horton Tire Center

By: _____
Name: Ron Horton
Title: President
Date signed:

By: _____
Name: Stephanie Horton
Title: Secretary
Date Signed:

COUNTY:

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

By: _____
Name: Todd Johns
Title: Sheriff-Coroner
Date signed:

By: _____
Name: Jeff Engel
Title: Chair, Board of Supervisor
Date signed:

Attest:

By: _____
Name: Nancy Daorno
Title: Clerk of the Board
Date signed:

APPROVED AS TO FORM:

D. Engle _____ Plumas County Counsel
Sara James _____
Gretchen Stuhr

Date signed: 1/29/21

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (LOF).
 - b. Sale and installation of new tires.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a maximum of \$105.00 per hour.
2. Prices for tires quoted prior to installation.
3. LOF changes with inspection shall be charged at \$44.95 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.
4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

CONSENT AGENDA REQUEST

For the February 16, 2021 meeting of the Plumas County Board of Supervisors

Date: February 8, 2021

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Adopt Resolution approving the Plumas County Department of Public Works
Title VI/Non-discrimination Plan**

Background:

The Plumas County Department of Public Works is responsible for implementing numerous state and federally funded transportation projects throughout the County. As a condition of these state and federal transportation improvement funds, Plumas County Department of Public Works must comply with provisions of Title VI of the Civil Rights Act of 1964, including Appendix E of the Title VI Assurances US DOT Order 1050.2A.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

In addition to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, the Nondiscrimination Statutes and Authorities set forth in Appendix F (Appendix E - USA DOT Order 1050.2A) are also incorporated as part of the Public Works Department Title VI/Non-discrimination Plan.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors Adopt the resolution approving the Plumas County Department of Public Works Title VI/Non-discrimination Plan.

Attachment: Plumas County Department of Public Works Title VI/Non-discrimination Plan

RESOLUTION NO 2021-_____

**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
TITLE VI/NONDISCRIMINATION PLAN**

WHEREAS, the Plumas County Department of Public Works is responsible for implementing numerous state and federally funded transportation projects throughout the County.

WHEREAS, as a condition of these state and federal transportation improvement funds, Plumas County Department of Public Works must comply with provisions of Title VI of the Civil Rights Act of 1964, including Appendix E of the Title VI Assurances US DOT Order 1050.2A.

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors, that the Title VI/Nondiscrimination Plan, dated February 16, 2021, is hereby approved.

BE IT FURTHER RESOLVED, that the Director of Public Works and their duly authorized representatives are authorized to implement the components and policies identified in the Title VI/Nondiscrimination Plan as necessary to comply with federal requirements and subsequent revisions.

The foregoing Resolution was duly passed and adopted by the Plumas County Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 16th day of February 2021, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Date

Approved as to form:



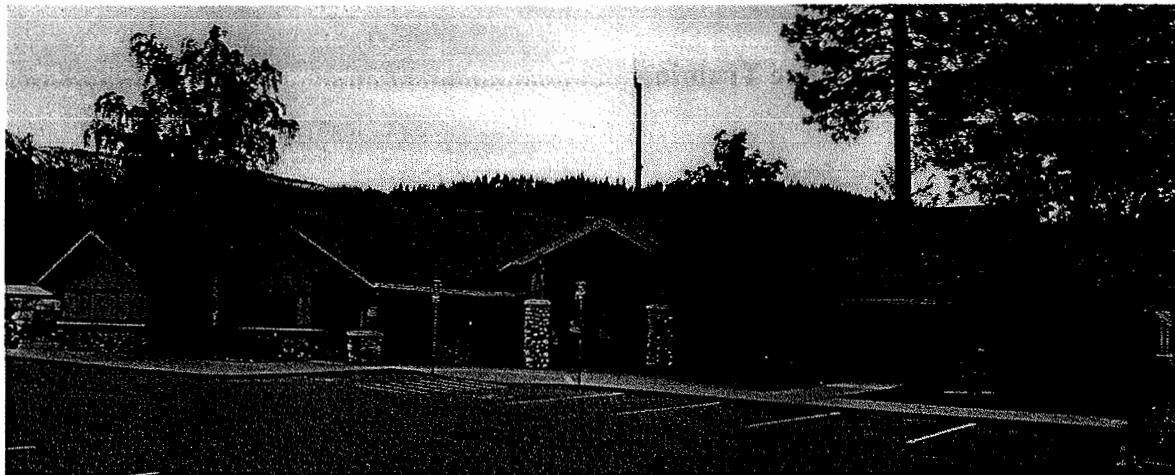
2/17/2021

Gretchen Stuhr

Plumas County Counsel



Plumas County
Department of Public Works
Title VI and Nondiscrimination Plan



Adopted by the Plumas County Board of Supervisors

February 16, 2021

Table of Contents

I.	Introduction	1
II.	Public Notice	2
III.	Complaint Procedure	2
IV.	Public Participation Plan	2
V.	Limited English Proficiency Plan (LEP)	3
VI.	Safe Harbor Provision.....	4
VII.	Monitoring, Evaluation and Updating of LEP Plan	5
VIII.	Language Assistance Training	5

Appendices:

Appendix A – Title VI Notice to the Public

Appendix B – Title VI Complaint Procedure

Appendix C – Title VI Complaint Form

Appendix D – Title VI Investigations, Complaints and Lawsuits

Appendix E – Public Participation Plan

Appendix F – Nondiscrimination Statutes and Authorities

Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

In addition to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, the Nondiscrimination Statutes and Authorities set forth in Appendix F (Appendix E - USA DOT Order 1050.2A) are also incorporated as part of this plan.

Every Plumas County Public Works employee and every person engaged in business with the Department of Public Works, have an on-going responsibility to create a nondiscriminatory work environment through their personal conduct.

This plan was developed to guide the Department of Public Works in its administration and management of Title VI-related activities.

Title VI Coordinator contact information:

Robert A. Perreault, Jr. - Title VI Coordinator
Plumas County Department of Public Works
1834 E. Main Street, Quincy CA 95971
Phone Number: (530) 283-6268
Email: bobperreault@countyofplumas.com

Title VI Information Dissemination

Title VI information shall be disseminated as set forth in this plan.

Notice to Public

Plumas County Department of Public Works Title VI notice to the public is included in this Plan as Appendix A. This notice informs members of the public of the protections against discrimination afforded to them by Title VI.

This notice is not required to be translated into non-English languages as the number of individuals within the jurisdiction who speak English "less than very well" are below the Safe Harbor Provision.

Plumas County's Title VI notices are provided at the following locations:

- ✓ The Plumas County Public Works Website
- ✓ The reception area of Public Works Headquarters Building

Complaint Procedure

The procedure for filing a complaint regarding discrimination on the basis of race, color, or national origin, or any of the provisions contained within Appendix F, is included in this plan as Appendix B. The Title VI Complaint Procedure will accompany the Title VI Complaint Form included in this plan as Appendix C. The complaint procedure and form are available at the following locations:

- ✓ The Plumas County Public Works Website
- ✓ The reception area of Public Works Headquarters Building

There have been no investigations, complaints or lawsuits filed since the filing of the last Title VI compliance report. (Appendix D)

Public Participation Plan

The Plumas County Department of Public Works acknowledges the importance of a public participation process that reaches out to as many population demographics as possible, including Plumas County's Limited English Proficiency (LEP) populations. The Public Participation Plan (PPP) provides a set of goals and strategies designed to engage all members of the public regardless of gender, race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, medical condition, or any other category protected by state or federal law.

The PPP is included in this report as Appendix E.

Limited English Proficiency (LEP) Plan

Four Factor Analysis

In order to ensure meaningful access to programs and activities, recipients shall use the information obtained in the Four Factor Analysis to determine the specific language services that are appropriate to provide. A careful analysis can help a recipient determine if it communicates effectively with LEP persons and will inform language access planning. The Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the activities or programs of the Department of Public Works.
- (2) The frequency with which LEP persons come into contact with the activities or programs.
- (3) The nature and importance of the Department of Public Works activities or programs to people's lives.
- (4) The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.

FACTOR #1 – Number or proportion of LEP persons eligible to be served or likely to be served by the Plumas County Department of Public Works

The service area of Plumas County Public Works is the geographical boundary of Plumas County. No services are provided to individuals located outside of Plumas County.

The 2010 Census estimates Plumas County's population to be 20,007. The population of individuals who speak English less than "very well" is 248*. The break-down by language of these individuals is as follows:

Language	Population	% of Plumas County Population
Spanish	193	0.96%
Other Indo-European languages	45	0.22%
Asian and Pacific Islander languages	10	<0.05%

*Information obtain from 2013-2017 American Community Survey 5-Year Estimates

FACTOR #2 - The frequency with which LEP persons come into contact with Plumas County Department of Public Works activities or programs.

Plumas County's limited LEP population has not engaged in interactions with the Plumas County Department of Public Works to any significant degree.

There are no LEP communities in Plumas County. The limited LEP population is not centralized within any of Plumas County's communities.

The literacy skills of the various LEP populations are unknown, so it is uncertain whether translation of transit information or Title VI procedure and complaint forms would be effective.

Based on interview surveys of Public Works staff, including Headquarters reception staff, district supervisors and district maintenance workers, information regarding the use of various programs and activities has been able to be effectively communicated to the Spanish speaking LEP population. There have been no encounters with any of the other LEP populations.

FACTOR #3 - The nature and importance of the services to people's lives provided by the Department of Public Works.

The Department of Public Works maintains and constructs transportation infrastructure and provides updates on the condition and accessibility of County roadways. This information is important to the public utilizing the County's transportation infrastructure.

FACTOR #4 - The resources available for LEP outreach, as well as the costs associated with that outreach

The Public Works Department has one Spanish-speaking employee who is available to assist individuals with questions regarding various Department of Public Works activities and programs. No other resources are currently available to assist the LEP populations within the County.

Safe Harbor Provision

The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations.

These safe harbor provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Plumas County's LEP population does not approach the thresholds established in the "Safe Harbor Provision".

Language Assistance Services

The Department of Public works employs a Spanish-speaking employee who is available to assist individuals with questions or complaints. A phone number will be provided that will provide access to this service. Notice of this language assistance service will be posted at the following locations:

- ✓ The Plumas County Public Works Website
- ✓ The reception area of Public Works Headquarters Building

Monitoring, Evaluation, and Updating of the LEP Plan

The LEP plan will be evaluated bi-yearly or as feedback or complaints are received. The LEP plan will be updated as needed.

Language Assistance Training

The Spanish speaking translator will be advised to respond to language assistance requests as soon as possible. In addition to providing the requested information, the translator will request feedback from the customer as to how the Department of Public Works can provide better information to the LEP population.

Notifying the Public of Rights under Title VI

Plumas County Department of Public Works

- The Plumas County Department of Public Works operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act, or any other nondiscrimination policy set forth in the Plumas County Department of Public Works Title VI and Nondiscrimination Plan. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under this plan may file a complaint with the Plumas County Department of Public Works.
- For more information on Plumas County Department of Public Works civil rights program/nondiscrimination plan, and the procedures to file a complaint, contact the Plumas County Department of Public Works at 530-283-6268; email pcpw@countyofplumas.com; or visit the Public Works Headquarters at 1834 East Main Street, Quincy, CA 95971. For more information visit the Department of public Works Webpage at <http://www.countyofplumas.com>
- A complainant may file a complaint directly with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

Appendix A

Plumas County Public Works Title VI Complaint Procedure

Any person who believes she or he has been discriminated against by the Plumas County Department of Public Works on the basis of race, color, or national origin, or any other nondiscrimination policy set forth in the Plumas County Department of Public Works Title VI Nondiscrimination Plan, may file a complaint by completing and submitting the agency's Title VI/Non Discrimination Complaint Form to the Title VI Coordinator at the following address:

Robert A. Perreault Jr., Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971
Phone Number: (530) 283-6268
Email: bobperreault@countyofplumas.com

The Title VI Coordinator will investigate complaints received no more than 180 days after the alleged incident. The Department of Public Works will process complaints that are complete.

Once the complaint is received, it will be reviewed to determine if it is within the Plumas County Public Works Department's jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated.

The Title VI Coordinator has 30 days to investigate the complaint. If more information is needed to resolve the case, the complainant will be contacted by letter. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the case may be administratively closed. A case may also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI or Nondiscrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and will indicate that appropriate disciplinary action and training will be implemented. If the complainant wishes to appeal the decision, she/he has 10 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

Plumas County Department of Public Works
Title VI Nondiscrimination Complaint Form

Section I

Name: _____

Address:

Telephone Numbers: (Home) _____ (Work) _____

Electronic Mail Address:

Accessible Format Requirements: Large Print Audio tape TDD

Other

Section II

Are you filing this complaint on your own behalf? Yes No

[If you answered "yes" to this question, go to Section III.]

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party.

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.

Yes No

Section III

I believe the discrimination I experienced was based on (check all that apply):

Race Color National Origin Other: _____

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section IV

Have you previously filed a Title VI complaint with any other Federal, State or local agency, or with any Federal or State Court? Yes____ No____

If yes, check all that apply:

Federal Agency:_____

Federal Court:_____ State Agency:_____

State Court:_____ Local Agency:_____

Please provide information about the contact person at the agency/court where the complaint was filed.

Name:_____

Title:_____ Agency:_____

Address:_____

Telephone Number:_____

Section V

Name of Agency complaint is against: _____

Contact Person: _____ Title: _____

Telephone Number: _____

You may attach any written materials or other information that you believe is relevant to your complaint.

Signature and date required below:

Signature

Date

Please submit this form to the Title VI Coordinator in person at the address below, or mail form to:

Robert A. Perreault Jr., Title VI Coordinator
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Plumas County Department of Public Works

List of Title VI/Nondiscrimination Plan

Investigations, Complaints and Lawsuits

	Date (Month, Day, Year)	Summary (Include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.	None received			
Lawsuits				
1.	None received			
Complaints				
1.	None received			
2.				

Plumas County Department of Public Works

Public Participation Plan

The Plumas County Department of Public Works (PCDPW) acknowledges the importance of a public participation process that reaches out to as many population demographics as possible. This plan provides a set of goals and strategies designed to achieve that end.

PUBLIC PARTICIPATION GOALS & STRATEGIES

Goal 1: Provide all interested parties and agencies reasonable opportunities for involvement in the transportation planning process

Strategy 1.1

Provide adequate public notice of public participation opportunities and activities and time for public review of regionally significant plans and documents.

Strategy 1.2

Evaluate plans, programs, and projects to determine the most appropriate and effective tools and strategies for public and agency involvement and outreach.

Strategy 1.3

Provide the opportunity to comment on draft planning documents to affected federal, state, and local agencies.

Strategy 1.4

Make information available for viewing on the PCDPW website. Regionally significant documents shall also be made available at key locations throughout the county, such as libraries and other public gathering places.

Strategy 1.5

In developing draft planning documents, the PCDPW will consult with federal, state, local agencies, and officials that may be affected by proposed plans or projects.

Strategy 1.6

Prior to adoption, provide opportunity for public and agency review and comment, as appropriate.

Strategy 1.7

During the planning process, PCDPW and its advisory bodies shall conduct open public meetings in accordance with the Brown Act (CGC Sec. 54950 et seq).

Goal 2: Increase public awareness and understanding of the planning process in Plumas County.

Strategy 2.1

Provide information on regionally significant plans and projects to the local media for inclusion in their publications.

Strategy 2.2

Maintain the PCDPW website with current planning activities, including reports and plans, as well as agendas and minutes for stakeholder and community meetings.

Strategy 2.3

When appropriate, present information about specific plans and projects at public forums, such as City Council and Board of Supervisors meetings for increased public and governmental awareness.

Goal 3: Ensure accessibility to the planning process and information for all members of the community.

Strategy 3.1

Hold public meetings at locations that are convenient and accessible to the public.

Strategy 3.2

Select meeting locations for community outreach activities with priority to locations that are accessible by means of public transportation.

Strategy 3.3

Make planning documents available for viewing on the PCDPW website. Regionally significant documents shall also be made available at key locations throughout the County.

Strategy 3.4

Make every effort to accommodate requests for accessibility opportunities, including physical accessibility to public meetings as well as accessibility to information.

Goal 4: Maintain contact with interested individuals and agencies throughout the process of developing plans and projects.

Strategy 4.1

Encourage early involvement in the planning process by providing timely notification and access to information regarding the development of plans and projects.

Strategy 4.2

Utilize citizen and agency advisory groups as a means of providing input to the planning process.

Strategy 4.3

Maintain a contact list of agencies and individuals that may be interested in a specific project or plan.

Strategy 4.4

Identify key individuals and organizations, including small community organizations that may be interested in or affected by a plan or program.

Goal 5: Increase opportunities for those traditionally under-served, including the elderly, students, low income, disabled, and minority households, to participate in the planning process.

Strategy 5.1

Offer key information, as appropriate, such as notices and announcements, in alternative languages when appropriate or requested.

Strategy 5.2

Provide the opportunity for alternative forms of public input (website, email, etc.) for individuals who are unable to be physically present at public meetings or workshops.

Strategy 5.3

Advertise the availability of an interpreter when appropriate or requested.

Goal 6: Consider public and agency input and comments as an integral part of PCDPW's decision making process.

Strategy 6.1

Utilize citizen and agency advisory groups as a means of providing input to the planning process.

Strategy 6.2

Conduct public opinion surveys to help identify the needs, interests, and concerns of the population when appropriate.

Strategy 6.3

Consider the input of federal, state, and local agencies during the decision making process.

Strategy 6.4

As appropriate, incorporate concerns, issues, and suggestions of the public and agencies when developing plans and projects.

Goal 7: Consult with tribal governments within Plumas County and provide opportunities for tribal government input into the planning process.

Strategy 7.1

Provide early notice of the development of plans and programs to all tribal governments within Plumas County.

Strategy 7.2

Provide the opportunity for direct consultation with tribal councils and/or administrators as part of the planning process.

PUBLIC PARTICIPATION TOOLS

Contact Lists/Direct mailing: PCDPW staff will maintain a mailing list of interested persons who desire to be kept informed about the progress of various planning documents.

Public Notices: When posting notices for public meetings, a notice shall be posted at the County Courthouse, Public Works office and local newspaper. All notices of public meetings or hearings will include date, time, and place of public meeting/hearing, and a general description of the matter to be considered.

Public Hearings: Public hearings will be held, as appropriate, prior to the adoption of planning documents. Public hearings will be held prior to a decision point as a formal means to gather citizen comments and positions from all interested parties for public record and input into the decision making process.

News Releases: If requested, the PCDPW will provide news releases to provide public information and insight about PCDPW plans, programs, or projects.

Posters and Flyers: When feasible, flyers and/or posters will be used to encourage involvement of the under-served and transit-dependent citizens.

Other Relevant Public Involvement Measures: The PCDPW will continue to comply with all State and Federal requirements regarding public participation, including those not explicitly provided for in this document. The PCDPW will periodically review the public involvement procedures and implementation measures relative to their effectiveness in assuring that the process provides full and open access to all citizens of Plumas County. When needed, the public involvement procedures will be updated or revised.

APPENDIX F

(Appendix E of the Title VI Assurances US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the February 16, 2021 meeting of the Plumas County Board of Supervisors

Date: February 8, 2021

To: *for* Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Authorize Execution of Amendment No. 1 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Clio Bridge Painting Project” in an amount not to exceed \$14,252.11.**

Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services support in support of the Clio Bridge (#9C-0057) Painting Project. The consultant will be developing construction specifications for the paint systems and treatments to be applied to the steel girders. The project site is located on County Road 115 (Clio-State 40A Road), over the Middle Fork of the Feather River, at post mile 0.1, between the town of Clio and State Route 89. The Scope of Work shall include Tasks 1 through 3 identified in the Scope of Work, which is attached to the attached contract as Exhibit “A”.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached MGE Engineering, Inc. Amendment No. 1 to the Professional Service Agreement has been approved as to form by the County Counsel’s Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 1 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Clio Bridge Painting Project” in an amount not to exceed \$14,252.11.

Attachment: Amendment No. 1 to the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc.

AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Clio Bridge Painting Project**

The December 22, 2020 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services support for the Clio Bridge (#9C-0057) Painting Project. The consultant will be developing construction specifications for the paint systems and treatments to be applied to the steel girders. The project site is located on County Road 115 (Clio-State 40A Road), over the Middle Fork of the Feather River, at post mile 0.1, between the town of Clio and State Route 89.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

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

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Fourteen Thousand, Two Hundred Fifty-two Dollars and Eleven Cents (\$14,252.11).

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

Project Schedule.

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

Consultants Initials

County Initials

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 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

Jeff Engel, Chair
Board of Supervisors

Date: _____

ATTEST:

Nancy DaForno
Clark of the Board of Supervisors

Date: _____

CONSULTANT
MGE Engineering, Inc.

Robert E. Sennett, Vice President

Date: _____

Fred Huang, Chief Financial Officer

Date: _____

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:


County Counsel

Date: 2/1/2021

Taxpayer ID Number – 68-0231292

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

Exhibit A

SCOPE OF WORK

Plumas County Bridge Painting Project Support

12/18/20

Task 0 – Project Management & Administration

This task includes preparing monthly progress reports and invoicing activities.

Task 1 – Site Review

- Subtask 1.1 – Site Review - MGE will conduct a site review to assess the existing paint system conditions, and general constructability of the painting activities.
- Subtask 1.2 – Site Review Memorandum – MGE will prepare a brief memorandum including discussions of:
 - Bridge Description
 - Existing Paint System Conditions
 - Paint System Repair Recommendations with Estimated Unit Costs
 - Photographs of Existing Conditions

Task 2 – Painting Specifications Support

- Subtask 2.1 – Draft Paint Specifications – MGE will prepare draft special provisions for cleaning and painting work activities including associated special provisions for containment, NESHAP requirements, and orders of work. Special provisions will be based on the Caltrans 2018 Standard Specifications and prepared at the 65% stage of the design.
- Subtask 2.2 – Final Paint Specification Coordination – MGE will coordinate the final special provisions for cleaning and painting work activities including review of plans and bridge painting special provisions to ensure compatibility.

Task 3 – Right-of-Way Acquisition Support

- Subtask 3.1 – Right-of-Way Acquisition Support – MGE will review proposed right-of-way acquisitions to ensure adequate access and room to facilitate the bridge cleaning and painting work.



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

CONSENT AGENDA REQUEST

For the February 16, 2021 meeting of the Plumas County Board of Supervisors

Date: February 8, 2021

To: *ROB*; Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Authorize Execution of Amendment No. 2 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Dyson Lane Bridge Painting Project" in an amount not to exceed \$13,859.61.**

Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services in support of the Dyson Lane Bridge (#9C-0001) Painting Project. The consultant will be developing construction specifications for the paint system and treatments to be applied to the steel truss bridge. The project site is located on County Road 107 (Dyson Lane), over the Middle Fork of the Feather River Overflow, at post mile 2.4, east of Beckwourth-Calpine Road, within the Sierra Valley.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached MGE Engineering, Inc. Amendment No. 2 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 2 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Dyson Lane Bridge Painting Project" in an amount not to exceed \$13,859.61.

Attachment: Amendment No. 2 to the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc.

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Dyson Lane Bridge Painting Project**

The December 22, 2020 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services in support of the Dyson Lane Bridge (#9C-0001) Painting Project. The consultant will be developing construction specifications for the paint system and treatments to be applied to the steel truss bridge. The project site is located on County Road 107 (Dyson Lane), over the Middle Fork of the Feather River Overflow, at post mile 2.4, east of Beckwourth-Calpine Road, within the Sierra Valley.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

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

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Thirteen Thousand, Eight Hundred Fifty-nine Dollars and Sixty-one Cents (\$13,859.61).

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

Project Schedule.

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

Consultants Initials

County Initials

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 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

Jeff Engel, Chair
Board of Supervisors

Date: _____

ATTEST:

Nancy DaForno
Clark of the Board of Supervisors

Date: _____

CONSULTANT
MGE Engineering, Inc.

Robert E. Sennett, Vice President

Date: _____

Fred Huang, Chief Financial Officer

Date: _____

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



County Counsel

Date: 2/11/2021

Taxpayer ID Number – 68-0231292

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

Exhibit A

SCOPE OF WORK

Plumas County Bridge Painting Project Support

12/18/20

Task 0 – Project Management & Administration

This task includes preparing monthly progress reports and invoicing activities.

Task 1 – Site Review

- Subtask 1.1 – Site Review - MGE will conduct a site review to assess the existing paint system conditions, and general constructability of the painting activities.
- Subtask 1.2 – Site Review Memorandum – MGE will prepare a brief memorandum including discussions of:
 - Bridge Description
 - Existing Paint System Conditions
 - Paint System Repair Recommendations with Estimated Unit Costs
 - Photographs of Existing Conditions

Task 2 – Painting Specifications Support

- Subtask 2.1 – Draft Paint Specifications – MGE will prepare draft special provisions for cleaning and painting work activities including associated special provisions for containment, NESHAP requirements, and orders of work. Special provisions will be based on the Caltrans 2018 Standard Specifications and prepared at the 65% stage of the design.
- Subtask 2.2 – Final Paint Specification Coordination – MGE will coordinate the final special provisions for cleaning and painting work activities including review of plans and bridge painting special provisions to ensure compatibility.

Task 3 – Right-of-Way Acquisition Support

- Subtask 3.1 – Right-of-Way Acquisition Support – MGE will review proposed right-of-way acquisitions to ensure adequate access and room to facilitate the bridge cleaning and painting work.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the February 16, 2021 meeting of the Plumas County Board of Supervisors

Date: February 8, 2021

To: *PCW*, Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Authorize Execution of Amendment No. 3 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Lights Creek Bridge Rehabilitation Project” in an amount not to exceed \$13,859.61.**

Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services in support of the Lights Creek Bridge (#9C-0012) Rehabilitation Project. The consultant will be developing construction specifications for the paint system and treatments to be applied to the steel truss bridge. The project site is located on County Road 112 (North Valley Road), over Lights Creek, adjacent to the intersection with Diamond Mountain Road and north of Taylorsville.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached MGE Engineering, Inc. Amendment No. 3 to the Professional Service Agreement has been approved as to form by the County Counsel’s Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 3 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Lights Creek Bridge Rehabilitation Project” in an amount not to exceed \$13,859.61.

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

AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Lights Creek Bridge Rehabilitation Project**

The December 22, 2020 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services in support of the Lights Creek Bridge (#9C-0012) Rehabilitation Project. The consultant will be developing construction specifications for the paint system and treatments to be applied to the steel truss bridge. The project site is located on County Road 112 (North Valley Road), over Lights Creek, adjacent to the intersection with Diamond Mountain Road and north of Taylorsville.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

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

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Thirteen Thousand, Eight Hundred Fifty-nine Dollars and Sixty-one Cents (\$13,859.61).

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

Project Schedule.

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

Consultants Initials

County Initials

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020 Professional Services Agreement first referenced above remain unchanged.

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

COUNTY OF PLUMAS
A political subdivision of the State of California

Jeff Engel, Chair
Board of Supervisors

Date: _____

ATTEST:

Nancy DaForno
Clark of the Board of Supervisors

Date: _____

CONSULTANT
MGE Engineering, Inc.

Robert E. Sennett, Vice President

Date: _____

Fred Huang, Chief Financial Officer

Date: _____

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



County Counsel

Date: 2/1/2021

Taxpayer ID Number – 68-0231292

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

Exhibit A

SCOPE OF WORK

Plumas County Bridge Painting Project Support

12/18/20

Task 0 – Project Management & Administration

This task includes preparing monthly progress reports and invoicing activities.

Task 1 – Site Review

- Subtask 1.1 – Site Review - MGE will conduct a site review to assess the existing paint system conditions, and general constructability of the painting activities.
- Subtask 1.2 – Site Review Memorandum – MGE will prepare a brief memorandum including discussions of:
 - Bridge Description
 - Existing Paint System Conditions
 - Paint System Repair Recommendations with Estimated Unit Costs
 - Photographs of Existing Conditions

Task 2 – Painting Specifications Support

- Subtask 2.1 – Draft Paint Specifications – MGE will prepare draft special provisions for cleaning and painting work activities including associated special provisions for containment, NESHAP requirements, and orders of work. Special provisions will be based on the Caltrans 2018 Standard Specifications and prepared at the 65% stage of the design.
- Subtask 2.2 – Final Paint Specification Coordination – MGE will coordinate the final special provisions for cleaning and painting work activities including review of plans and bridge painting special provisions to ensure compatibility.

Task 3 – Right-of-Way Acquisition Support

- Subtask 3.1 – Right-of-Way Acquisition Support – MGE will review proposed right-of-way acquisitions to ensure adequate access and room to facilitate the bridge cleaning and painting work.



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

CONSENT AGENDA REQUEST

For the February 16, 2021 meeting of the Plumas County Board of Supervisors

Date: February 8, 2021

To: *for* Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Authorize Execution of Amendment No. 4 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Belden Town Bridge Painting Project” in an amount not to exceed \$13,859.61.**

Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services in support of the Belden Town Bridge (#9C-0042) Painting Project. The consultant will be developing construction specifications for the paint system and treatments to be applied to the steel truss bridge. The project site is located on County Road 303 (Belden Town Road), over the North Fork of the Feather River, between post mile 0.0 and 0.07, near the community of Belden and adjacent State Route 70.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached MGE Engineering, Inc. Amendment No. 4 to the Professional Service Agreement has been approved as to form by the County Counsel’s Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 4 to the MGE Engineering, Inc. Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” for the “Belden Town Bridge Painting Project” in an amount not to exceed \$13,859.61.

Attachment: Amendment No. 4 to the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc.

AMENDMENT NO. 4
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Belden Town Bridge Painting Project**

The December 22, 2020 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services in support of the Belden Town Bridge (#9C-0042) Painting Project. The consultant will be developing construction specifications for the paint system and treatments to be applied to the steel truss bridge. The project site is located on County Road 303 (Belden Town Road), over the North Fork of the Feather River, between post mile 0.0 and 0.07, near the community of Belden and adjacent State Route 70.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

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

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Thirteen Thousand, Eight Hundred Fifty-nine Dollars and Sixty-one Cents (\$13,859.61).

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

Project Schedule.

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

Consultants Initials

County Initials

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

Jeff Engel, Chair
Board of Supervisors

Date: _____

ATTEST:

Nancy DaForno
Clark of the Board of Supervisors

Date: _____

CONSULTANT
MGE Engineering, Inc.

Robert E. Sennett, Vice President

Date: _____

Fred Huang, Chief Financial Officer

Date: _____

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



County Counsel

Date: 2/1/2021

Taxpayer ID Number – 68-0231292

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

Exhibit A

SCOPE OF WORK

Plumas County Bridge Painting Project Support

12/18/20

Task 0 – Project Management & Administration

This task includes preparing monthly progress reports and invoicing activities.

Task 1 – Site Review

- Subtask 1.1 – Site Review - MGE will conduct a site review to assess the existing paint system conditions, and general constructability of the painting activities.
- Subtask 1.2 – Site Review Memorandum – MGE will prepare a brief memorandum including discussions of:
 - Bridge Description
 - Existing Paint System Conditions
 - Paint System Repair Recommendations with Estimated Unit Costs
 - Photographs of Existing Conditions

Task 2 – Painting Specifications Support

- Subtask 2.1 – Draft Paint Specifications – MGE will prepare draft special provisions for cleaning and painting work activities including associated special provisions for containment, NESHAP requirements, and orders of work. Special provisions will be based on the Caltrans 2018 Standard Specifications and prepared at the 65% stage of the design.
- Subtask 2.2 – Final Paint Specification Coordination – MGE will coordinate the final special provisions for cleaning and painting work activities including review of plans and bridge painting special provisions to ensure compatibility.

Task 3 – Right-of-Way Acquisition Support

- Subtask 3.1 – Right-of-Way Acquisition Support – MGE will review proposed right-of-way acquisitions to ensure adequate access and room to facilitate the bridge cleaning and painting work.

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

Jcb

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

Robert A. Perreault, Jr., P.E., Director of Public Works, Heidi H. Putnam, Solid Waste Manager

CONSENT AGENDA REQUEST

for the February 16, 2021 Meeting of the Board of Supervisors

Date: **February 04, 2021**

To: **Honorable Board of Supervisors**

From: ***R.P.* Robert Perreault, Director of Public Works**

Subject: **Consent to revise established Pledge of Revenue and Resolution No. 20-8519 adopted September 22, 2020 POR to cover corrective action costs at Chester Landfill No. 32-AA-009; Cal-Recycle requires specific edits to Pledge or Revenue Document and Resolution No. 20-8519 prior to approval and signature.**

*John W. Moulle
Assistant Director*

BACKGROUND:

The primary purpose of this Agenda Request, is to enable the Board of Supervisors to receive a report and recommendations from the Department of Public Works pertaining to the revisions of the established Pledge of Revenue and Resolution adopted on September 22, 2020. On October 28th, 2020 an email was received from Cal-Recycle Financial Assurance Unit, Jonalyn Bajurin. The email detailed specific wording to be revised as follows -

- 1) Remove wording "Post Closure Maintenance" from agreement title (as the Pledge of Revenue is for corrective action only).
- 2) In the third paragraph, add post-closure maintenance (this section is a general statement of Title 27 CCR).
- 3) In the sixth paragraph there was a spelling error (replace form to from).
- 4) In the seventh paragraph the regulation section that refers to post closure maintenance needed to be removed (Section 21840 (and/ or))

RECOMMENDATION:

The Director of Public Works respectfully recommends that, the Board of Supervisors vote to adopt the attached revisions to the Pledge of Revenue for Financial assurance Mechanism to cover Corrective Action costs to Chester Landfill, adopted on September 22, 2020, and to adopt the Resolution to amend Resolution 20-8519 therefore.

ATTACHMENTS:

R E S O L U T I O N 21 - _____

A RESOLUTION AMENDING RESOLUTION 20-8519 "FINANCIAL ASSURANCE FOR CORRECTIVE ACTION OF THE CHESTER LANDFILL"

WHEREAS, it has come to the attention of the Board of Supervisors of the County of Plumas that certain language should be clarified within Resolution 20-8519.

WHEREAS, Public Resources Code sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, post closure maintenance, and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for financing corrective action costs of a solid waste landfill.

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

1. The County of Plumas operates the Chester Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permit No. 32-AA-0009 issued by, Plumas County LEA serving as Local Enforcement Agency for the California Department of Resources Recycling and Recovery (CalRecycle).
2. The County of Plumas shall establish a Pledge of Revenue to demonstrate financial responsibility for corrective action of the Chester Landfill in accordance with sections 22228 and 22245 of the Regulations.
3. Disbursement of funds for corrective action shall be in accordance with the final Corrective Action Plan, as approved by CalRecycle.
4. In the event that CalRecycle determines that the County of Plumas has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Plumas County Auditor-Controller to pay to the Chief Engineer from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle.
5. The Chief Engineer is directed to produce an Annual Certification Report for transmittal to CalRecycle (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledge of revenue continues to be available when needed and will cover the cost estimate identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement for Chester Landfill are not required annually, unless amended.
6. In conjunction with this Resolution, attached is a copy of the revised "Pledge of revenue agreement Between Plumas County and the California Department of Resources Recycling and Recovery (CalRecycle) for Corrective Action Chester Landfill"

PLEDGE OF REVENUE AGREEMENT BETWEEN PLUMAS COUNTY AND THE CALIFORNIA
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR
CORRECTIVE ACTION
CHESTER LANDFILL

This agreement establishes a Pledge of Revenue to assure that adequate funds are available to carry out the Corrective Action of the Chester Landfill.

This Agreement shall become effective immediately, and is made and entered into by and between the County of Plumas and the California Department of Resources Recycling and Recovery (CalRecycle).

WHEREAS, Public Resources Code, sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, postclosure maintenance and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for corrective action costs of a solid waste landfill; and

WHEREAS, the County of Plumas operates the Chester Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permit No. 32-AA-0009 issued by, Plumas County LEA serving as Local Enforcement Agency for CalRecycle; and

WHEREAS, the County of Plumas is pledging an annual amount of \$10,585.00 of net revenues received from Plumas County Solid Waste Franchise Contractors, Intermountain Disposal and Feather River Disposal; and

WHEREAS, the County of Plumas has determined that projected 3.34% of net revenues received through franchise fees during the state mandated corrective action period, shall, during each year of this period be greater than the yearly corrective action costs contained in the most recent cost estimate for Chester Landfill, which has been submitted to CalRecycle in accordance with sections 22100-22103 of the Regulations.

NOW THEREFORE, the County of Plumas and CalRecycle do agree as follows;

1. The County of Plumas hereby establishes a pledge of revenue to demonstrate financial responsibility for corrective action costs of the Chester Landfill in accordance with sections 22228 and 22245 of the Regulations.
2. The County of Plumas agrees to pledge net revenues from solid waste Franchise Contractor Fees as described herein.
3. The amount of the pledged revenue shall be equal to \$10,585.00 per year for the estimated length of the corrective action period, representing the most recent corrective action cost estimate for the Chester Landfill. It is agreed that the amount of this pledge may increase or decrease to match any adjustment to the identified cost estimate, which is mutually agreed to by the County of Plumas and CalRecycle.
5. The Chief Engineer is directed to produce an Annual Certification Report (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.

6. If the County of Plumas ceases at any time to retain control of its ability to allocate the pledged revenue as identified herein to pay corrective action costs, the County of Plumas shall notify CalRecycle and the local enforcement agency and shall obtain alternate coverage within sixty (60) days after the control of funds lapses, pursuant to section 22245 of the Regulations.
7. In the event that CalRecycle, RWQCB or LEA staff determine that the County of Plumas has failed, or is failing, to perform corrective actions as required by law, CalRecycle, RWQCB and/or LEA staff shall confer with the County of Plumas and attempt to resolve the alleged violation. If no agreement is reached, the matter shall be presented to CalRecycle which shall give reasonable notice, hold a public hearing, and consider the testimony and documentation submitted by CalRecycle and/or LEA staff, the County of Plumas, and any interested parties, prior to making a determination in the matter. In the event CalRecycle then determines that the County of Plumas has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Auditor-Controller to pay the Chief Engineer from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle and RWQCB.
8. It is understood that the parties may, by mutual written consent, amend this agreement at anytime. The parties stipulate that in all likelihood the pledge amount may need to increase with time, and the source of revenue may change over time according to the County's financial situation and preferences of the County's voting public.

IN WITNESS HEREOF, the parties have executed this agreement on the date as set forth below.

By County of Plumas this _____ day of _____, 2020

By CalRecycle this _____ day of _____, 20____

STATE OF CALIFORNIA
California Department of Resources
Recycling and Recovery (CalRecycle)

COUNTY OF PLUMAS

By: _____
Authorized Officer of the CalRecycle

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM
AND PROCEDURE:

By: _____
Authorized Counsel of the CalRecycle

ATTEST:

By: _____
Name Title

APPROVED AS TO FORM
AND PROCEDURE:

By: _____
County Counsel

JCT

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

Robert A. Perreault, Jr., P.E., Director of Public Works, Heidi H. Putnam, Solid Waste Manager

CONSENT AGENDA REQUEST

For the February 16, 2021 meeting of the Plumas County Board of Supervisors

February 2, 2021

To: Honorable Board of Supervisors

*John Murphy
Assistant Director*

From: For: Robert Perreault, Director of Public Works

Subject: Approve Amendment No. 3 to the existing professional services contract with Vestra Resources, Inc., per Plumas County Contract No. PWSW19-001, to update Report of Waste Discharge/ Joint Technical Document (ROWD/JTD) for the Gopher Hill Landfill, in the amount not to exceed \$17,400.00 (for only Amendment No. 3)

Background:

Vestra Resources, Inc. performs groundwater sampling and state reporting at the Gopher Hill Landfill for the Department of Public Works – Solid Waste Division as required by the State Water Resources Control Board (State Water Board). Vestra Resources Inc. is currently under contract with the Department of Public Works to perform these services through June 30, 2021.

The Regional Water Quality Control Board (RWQCB) recently issued a letter dated December 3, 2020 requesting an updated Report of Waste Discharge/ Joint Technical Document (ROWD/ JTD) for Gopher Hill Landfill. In their letter, the RWQCB notes that the facility currently regulated under Waste Discharge Requirements (WDR) Order No. R5-2004-0062, and has not been updated since 2004. Thus, RWQCB considers it out of date and not reflective of the current site conditions and changes since final closure in late 2004. They have requested that Plumas County prepare and submit an updated ROWD/ JTD for the site, to use as the basis for new site WDRs.

County Counsel has reviewed and approved as to form, the attached Amendment No. 3 of the Professional Services Agreement.

Recommendations:

The Director of Public Works, respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors, and the Director of Public Works to execute Amendment No. 2, and approve estimated costs in Exhibit "B". The cost estimate to complete, and submit an updated ROWD/ JTD for the Gopher Hill Landfill, to the Professional Services Agreement with Vestra Resources, Inc., for performance of groundwater and surface water compliance actions, monitoring, sampling, analysis and reporting for the Chester Landfill and Gopher Hill Landfill.

Attachment(s):

1. Proposed Amendment No. 3 to the Professional Services Agreement for Professional and Monitoring Support Services for the Plumas County Solid Waste Program
2. CV Regional Water Quality Control Board Request Letter Dated 12/03/2020
3. Gopher Hill JTD Scope and Cost Estimate – from Vestra

**AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL AND MONITORING SUPPORT SERVICES FOR THE PLUMAS COUNTY
SOLID WASTE PROGRAM**

This AMENDMENT NO. 3 to the above referenced PROFESSIONAL SERVICES AGREEMENT, is made and entered into this _____ day of _____ 20____ ("Effective Date") by and between the COUNTY OF PLUMAS ("County") and VESTRA RESOURCES, INC., a California Corporation, (hereinafter referred to as "Consultant"), is hereby amended as follows:

2.1. Compensation. Consultant's compensation terms as set forth in the July 1, 2018 Agreement, shall be increased by an additional \$17,400 (Seventeen Thousand, four Hundred and no cents). Total compensation, including the base contract, AMENDMENT NO. 1, AMENDMENT NO.2, and this AMENDMENT NO. 3 shall in no case exceed Two Hundred, and Eighty-Six Thousand, Nine Hundred and Eighty-Seven Dollars and Fifty cents (\$286,987.50). See attached Exhibit "B".

Other Contract Provisions.

All other contract provisions set forth in the July 1, 2018 Professional Services Agreement first referenced above remain unchanged.

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

FOR VESTRA RESOURCES, INC.

Wendy Johnston, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____

FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

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

Date: _____

APPROVED AS TO FORM:


Plumas County Counsel

Date: 2/1/2021

APPROVED:

Jeff Engel,
Chair, Plumas County Board of Supervisors

Date: _____

County Initials

Consultant Initials



5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
Info@vestra.com | www.vestra.com

December 9, 2020

GIS, Environmental, & Engineering Services

702010

Ms. Heidi Putnam
Solid Waste Program Manager
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Via Email
heidiputnam@countyofplumas.com

RE: Contract Amendment
PSW19-0001
Joint Technical Document/ROWD
Gopher Hill Landfill
WDR Order No. R5-2004-0062

Dear Ms. Putnam:

As you are aware, the Central Valley Regional Water Quality Control Board (RWQCB) recently issued a letter dated December 3, 2020, requesting an updated Report of Waste Discharge/Joint Technical Document (ROWD/JTD) for the Gopher Hill Landfill. In their letter, the RWQCB notes that the facility is currently regulated under Waste Discharge Requirements (WDR) Order No. R5-2004-0062. This order has not been updated since late 2004, and the RWQCB considers it out of date and not reflective of current site conditions and changes since final closure in late 2004. They have requested that Plumas County prepare and submit an updated ROWD/JTD for the site to be used as the basis for new site WDRs.

We have prepared this Scope of Work and Cost Estimate for the drafting and submittal of the requested ROWD/JTD. Individual tasks for meeting the requirements of the letter are outlined in the attached Scope. The proposed work can be performed under an amendment to our existing contract.

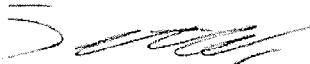
If you have any questions, please contact me at 530-223-2585.

Sincerely,

Contract Amendment PSW19-0001 Approved by:

VESTRA Resources, Inc.

Plumas County Department of Public Works


Jason Antognini
Project Geologist

Robert Perreault
Director

Date: _____

This task will include the drafting of the JTD, retention of an engineering geology firm to perform an updated seismic hazard and slope stability analysis, as well as the various calculations and modeling necessary to complete all the required sections of the document.

Task 2 Regulatory Comments

A document as complex as a JTD may undergo several rounds of regulatory comments, response by the consultant/discharger, and subsequent revision. For this reason, a separate task has been included in this Scope for this aspect of the work. This may include responding to regulator comments, revisions to drafts of the JTD, and meeting with the relevant regulatory authorities to discuss details of the document and proposed new WDRs.

Task 3 Project Management

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

Exhibit "B"
COST ESTIMATE
ROWD/JTD GOPHER HILL LANDFILL

The estimated costs to complete the work included are summarized in Table 1.

Table 1 COST ESTIMATE				
Task No.	Description	VESTRA Cost	Subcontractor Cost	Total Estimated Cost
1	ROWD/JTD	\$12,000	\$2,000	\$14,000
2	Regulatory Comments	\$2,000	--	\$2,000
3	Project Management (10%) ¹			\$1,400
Total Estimated Cost				\$17,400
Notes: 1 Project management cost calculation does not include subcontracted costs				

Exhibit "C"
2020 VESTRA RATE SCHEDULE

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$65.00 - \$95.00
Environmental Scientist	\$75.00 - \$105.00
Regulatory Compliance Specialist	\$75.00 - \$105.00
Environmental GIS Analyst	\$90.00 - \$105.00
Associate Geologist	\$85.00 - \$105.00
Associate Hydrologist	\$85.00 - \$105.00
Regulatory Biologist	\$85.00 - \$110.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$100.00 - \$150.00
Senior Regulatory Compliance Specialist	\$100.00 - \$150.00
Professional Geologist	\$120.00 - \$170.00
Professional Hydrologist	\$120.00 - \$170.00
Project Manager	\$120.00 - \$170.00
Senior Project Manager	\$165.00 - \$190.00
Senior Consultant	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$90.00 - \$120.00
Professional Land Surveyor	\$110.00 - \$135.00
Senior Engineer	\$145.00 - \$170.00
Survey Crew	\$130.00 - \$225.00
GPS Survey	\$170.00
Administration	
Admin Clerk/ Document Production Technician	\$30.00 - \$50.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$90.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Vehicle Mileage	\$0.60/mile

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

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt. 1 ½% per month (21% per annum) finance charge will be added to any balance 30 days past due.

Exhibit "A"
SCOPE OF WORK
ROWD/JTD GOPHER HILL LANDFILL

INTRODUCTION

RWQCB regulation of the Gopher Hill Landfill is currently done under the auspices of Waste Discharge Requirements (WDR) Order No. R5-2004-0062, adopted on April 23, 2004. The WDRs were adopted in response to evidence of a release from the landfill in the form of elevated concentrations of several inorganic constituents and persistent detections of xenobiotic volatile organic compounds (VOCs). The RWQCB required that Plumas County draft and submit a Corrective Action Plan (CAP) to address the release. This was submitted in December 2003.

WDR Order No. R5-2004-0062 was written to codify the proposed corrective action and direct its implementation. It also specified the post-corrective action evaluation monitoring program needed to verify the effectiveness of the corrective action. Plumas County proposed in the CAP to cap and formally close the landfill. This was approved by the RWQCB and included in the order. Capping of the landfill was performed in the summer of 2004 and the results submitted to the RWQCB in October of that year. Monitoring under the Monitoring and Reporting Program (MRP) contained in the order has been ongoing since that time.

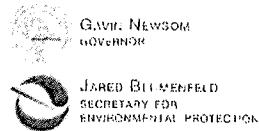
Because the current WDRs were written to address a specific issue that has long since been corrected, and given their age, the RWQCB has decided that a new order reflecting current site conditions needs to be drafted. To do this, the discharger, Plumas County, needs to submit an ROWD/JTD providing the data and contextual framework needed to draft the new permit. This request from the RWQCB was formally presented in a letter dated December 3, 2020. As implied in their name, JTDs are written to the joint requirements of CalRecycle and the RWQCB. As such, they are complex documents that effectively present all relevant data relating to the current and projected future conditions of the landfill.

VESTRA completed and submitted a JTD for the Chester Landfill in late 2018, which was accepted by the RWQCB and used to draft the new WDRs for that facility. This Scope is largely based on the tasks and components of that and similar documents, with the addition that the Gopher Hill JTD will be marginally simpler as it is a closed facility. The JTD is discussed in more detail below.

SCOPE OF WORK

Task 1 JTD

This task involves the drafting and submittal of the JTD. The JTD will be drafted to meet the requirements and guidance published by the RWQCB and CalRecycle. These requirements are dispersed throughout several sections of Chapter 3 and Chapter 5 of Division 2, Title 27 California Code of Regulations. They are also summarized in Appendix 2 of Division 2, Title 27 CCR. Due to the length of these sections, they are hereby incorporated by reference but can be provided upon request.



Central Valley Regional Water Quality Control Board

3 December 2020

Bob Perreault, Director
Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971

REQUEST FOR REPORT OF WASTE DISCHARGE AND JOINT TECHNICAL DOCUMENT, GOPHER HILL CLASS III MUNICIPAL SOLID WASTE LANDFILL AND CLASS II SURFACE IMPOUNDMENT, PLUMAS COUNTY

Gopher Hill Class III Municipal Solid Waste Landfill and Class II Surface Impoundment (Gopher Hill Landfill), located five miles west of the community of Quincy, is regulated in accordance with Waste Discharge Requirements (WDRs) Order No. R5-2004-0062, issued 23 April 2004. WDRs Order No. R5-2004-0062 is outdated and does not reflect changes to Gopher Hill Landfill since the site underwent final closure and implemented corrective actions.

Based on these conditions, Central Valley Regional Water Quality Control Board (Central Valley Water Board) staff intends to revise the WDRs for Gopher Hill Landfill to be consistent with current site conditions. To assist with this effort, Plumas County Department of Public Works (Discharger) is requested to submit a Report of Waste Discharge (ROWD) that addresses California Code of Regulations, title 27 (Title 27), Article 4, sections 21710, 21720, 21740, 21750 and 21760. The ROWD should also include Post-Closure Maintenance Plans with cost estimates for post-closure maintenance activities, and for scenarios associated with responses to reasonably foreseeable releases from the landfill (corrective action). The ROWD should be submitted as part of a Joint Technical Document (JTD) in accordance with Title 27, section 21585. As this is an existing landfill, please provide any available as-built design and/or construction drawings for the waste management structures, leachate and groundwater monitoring systems, and storm water drainage and control systems.

The Discharger should also be aware that other agencies, such as CalRecycle, Plumas County Environmental Health Division, Plumas County Air Pollution Control District, and the Plumas County Planning Division may have additional oversight for facility operations. As such, please contact these agencies to determine if there are additional requirements that need to be addressed at this time.

Please provide the ROWD/JTD **by 1 July 2021**. We intend to present the revised WDRs for approval before the Central Valley Water Board by end of the 2021/2022 fiscal year.

If you have any questions, please contact me at (530) 224-4786, the footer address or Patrick.DeCarvalho@waterboards.ca.gov.

(for) Patrick DeCarvalho, P.E.
Water Resource Control Engineer

PD: nb

cc via email Kate Whitney, CalRecycle, Sacramento
 Heidi Putman, Plumas County Department of Public Works, Quincy
 Jerry Sipe, Plumas County Environmental Health Division, Quincy
 Jason Antognini, Vestra Resources, Redding

**PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL AND MONITORING SUPPORT SERVICES
FOR THE PLUMAS COUNTY SOLID WASTE PROGRAM**

THIS AGREEMENT is made and entered into this 15th day of July, 2018 ("Effective Date"), by and between **COUNTY OF PLUMAS**, a political subdivision of the State of California ("County"), and **VESTRA RESOURCES, INC.**, a California corporation ("Consultant").

W I T N E S S E T H:

- A. **WHEREAS**, County proposes to have Consultant provide professional and monitoring support for County's Solid Waste Program for Plumas County's two solid waste landfills, Chester Landfill and Gopher Hill Landfill, as described herein below; and
- B. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. **WHEREAS**, County and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. **Scope of Services.** Consultant shall provide the professional compliance support services described in the Scope of Work for each landfill, attached hereto as Exhibit "A" – Task 1-2018-2021 and incorporated herein by reference.
- 1.2. **Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

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FOR P.A.P. County Initials

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. **Compensation.** Consultant shall be paid in accordance with the cost estimate set forth in Consultant shall be paid in accordance with the cost estimate set forth in Exhibit "B," – Task 1-2018-2021 attached hereto and made a part of this Agreement (the "Fee Schedule"), and rate schedule set forth in Exhibit "C", – Task 1-2018 attached hereto and made a part of this Agreement (the "Rate Schedule"). Consultant's compensation shall in no case exceed One Hundred and Thirteen Thousand, Five Hundred and Twenty-Five Dollars and no cents (\$113,525.00) for the Chester Landfill and One Hundred and Forty-One Thousand, One Hundred and Fifty Dollars and no cents (\$141,150.00) for the Gopher Hill Landfill, for a total compensation of Two Hundred and Fifty-Four Thousand, Six Hundred and Seventy-Five Dollars and no cents (\$254,675.00) until the termination date written in Section 4.1 of this Agreement.

2.1.1 **Rate Schedule.** Consultant rate schedules are typically based on an annual basis. Accordingly, the Director of Public Works is authorized to approve a revised rate of schedule each calendar year.

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

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

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additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D" for each landfill attached hereto and incorporated herein by this reference. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on July 1, 2018 and continue for a period of time, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

VESTRA may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, VESTRA shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without

cause. Unless VESTRA is responsible for early termination, Client agrees to release VESTRA from all

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liability for services performed.

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

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

5.0. INSURANCE

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

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. Consultant and County agree to the following with respects to insurance provided by Consultant:

- (a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.

Consultant agrees to require insurers to provide notice to County thirty (30) days

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prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

- (b) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (c) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (d) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss, Consultant waives its right to subrogation against the County.

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. County shall designate a Project Manager to work directly with Consultant
for: R.A.P. County Initials Contractor Initials

in the performance of this Agreement.

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

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

IF TO CONSULTANT:

Wendy Johnston, P.E., Vice President
Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA 95002

Tel: (530) 223-2585
Fax: (530) 223-1145

IF TO COUNTY:

Robert A. Perreault, Jr., P.E., Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Tel: (530) 283-6268
Fax: (530) 283-6323

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

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

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

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

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

6.9. Indemnification and Hold Harmless. To the furthest extent permitted by law (including

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without limitation California Civil Code Sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, and indemnify, and hold harmless the County of Plumas, and all of its officers, directors, representatives, attorneys, agent's employees and agents, including but not limited to the County Board of Supervisors, County consultants, Project Manager and all other County Representatives (singularly and collectively referred to as "County Party" or "County Parties") from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Scope of Work, failure to perform the Scope of Work, or condition of the Scope of Work which is caused in whole or part by any act, omission or negligence of Contractor, subcontractors (of any tier), designers, suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused by the concurrent negligent act or omission, whether active or passive, of County Parties. Provided, however, that the indemnification in this Agreement shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one County Party was caused solely by the negligence or willful misconduct of that County Party. In that event, however, this indemnification shall remain valid for all other County Parties.

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California

Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will

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Page 7

Contractor Initials *4*

endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or

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event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

6.26. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Amendment, insufficient funds are appropriated to make the payments called for by this Amendment and/or the original Agreement, the Agreement shall be of no further force or effect. County shall notify VESTRA within 10 days of the County's determination/decision of reduced appropriation or non-appropriation of funds for this project. In this event, the County shall have no liability to pay any further funds whatsoever to Vestra or furnish any other consideration under the Agreement and Vestra shall not be obligated to perform any further services under the 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 the Agreement with no further liability incurring to the County, or offer an amendment to Vestra 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. Vestra acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute. Consultant will be compensated for work performed prior to the date of termination.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

J.W.
JON L.A.P. County Initials

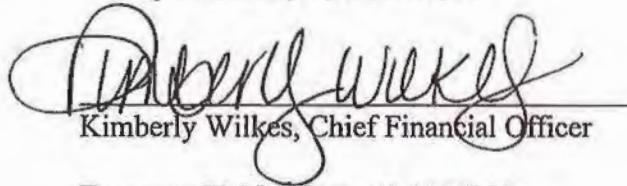
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

FOR VESTRA RESOURCES, INC.



Wendy Johnston, Vice President

Date: 6/21/2018



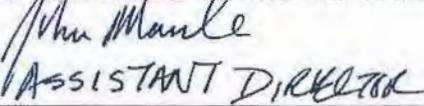
Kimberly Wilkes, Chief Financial Officer

Date: 6/21/2018

Taxpayer ID Number: 68-0150306

FOR PLUMAS COUNTY

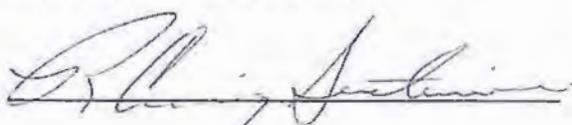
APPROVED AS TO SCOPE OF WORK:



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

Date: 6/26/18

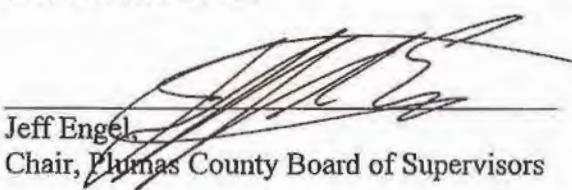
APPROVED AS TO FORM:



Date: 6/16/2018

R. Craig Settlemire
County Counsel

CONCURRENCE:



Jeff Engel
Chair, Plumas County Board of Supervisors

Date: 6-19-2018

JME
R.A.P. County Initials

EXHIBIT A

SCOPE OF WORK

This Scope of Work shall include professional and monitoring support services for the Chester and Gopher Hill Landfills per the attached Scope of Work:

(See attached Scopes of Work for Tasks -2018-2021)

JMC
FOR: R.A.P. **County Initials**

Page 11

Contractor Initials *J*

Exhibit "A"
SCOPE OF WORK
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2018-2021

SCOPE OF WORK

Task 1 Groundwater Sampling and Analysis

Groundwater and field parameter samples will be collected in accordance with Waste Discharge Requirements (WDR) Order No. 05-01-175 and the approved Sampling and Analysis Plan (SAP) and SAP Addendum, which require monitoring of wells in March, April, May, and August of each year. The monitoring results will be summarized in semi-annual and annual reports and submitted to the RWQCB. The current groundwater monitoring program to be followed for sampling and analysis at the Chester Landfill is summarized in Table 1.

Table 1 GROUNDWATER MONITORING PROGRAM CHESTER LANDFILL				
Parameter	Units	Method	Frequency	
Field Parameters				
Water Level	0.01 ft	Field	March, April, May, and August	
Temperature	degrees C			
Specific Conductance	umhos/cm			
pH	pH units			
Turbidity	turbidity units			
Monitoring Parameters				
Total Dissolved Solids	mg/L	SM 2540 C	March, April, May, and August	
Chloride		EPA 300		
Carbonate		SM 2320 B		
Bicarbonate		SM 2320 C		
Nitrate		SM 4500 NO3F		
Sulfate		EPA 300		
Calcium		EPA 200.7/3010		
Magnesium				
Potassium				
Sodium				
Volatile Organic Compounds (VOCs)		EPA 8260B		
5-Year Constituents of Concern				
Total Organic Carbon	mg/L	SM 5310 C	Every 5 years in March or April	
Inorganics (Dissolved)		Various		
VOCs (Extended List)		EPA 8260B		
Semi-volatile Organic Compounds (SVOCs)		EPA 8270		
Chlorophenoxy Herbicides		EPA 8151A		
Organophosphorous Compounds		EPA 8141A		

The samples will be submitted to North Coast Laboratory, a California-certified laboratory in Arcata, California. The data collected in the field will be evaluated in accordance with the specified WDRs.

If VOC constituents are detected in groundwater samples from the site, retesting will be conducted to verify the constituent detections. Resampling efforts will be completed within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the practical quantitation limit (PQL) in one or more wells or if two or more VOCs are detected above the method detection limit (MDL). It is assumed that, in addition to the four sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate provided in Exhibit "B."

Project management activities under this scope include fieldwork planning and coordination and quality assurance/ quality control. Deliverables include field notes and laboratory analytical reports.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with Waste Discharge Requirements (WDR) Order No. 05-01-175 under PWSW11-010. The WDRs require modified semi-annual sampling of onsite Monitoring Wells CL-1, CL-2, CL-4A, CL-5, CL-6, CL-7, and CL-8. The monitoring results are summarized in semi-annual and annual reports for submittal to the Regional Water Quality Control Board (RWQCB).

Data collected in the field will be evaluated in accordance with the specified WDRs. The results of each compliance period evaluation will be summarized in the semi-annual and annual monitoring reports.

Project management activities under this task include agency correspondence, coordination, and other professional support necessary to ensure compliance with WDR requirements.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report which will be submitted under separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional site inspections will be conducted following storm events. Storm event inspections are required within 7 days following a major storm event (greater than 1.5 inches/24 hours) to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by Plumas County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in semi-annual monitoring reports.

Task 4 5-Year Permit Review (Optional)

The Chester Landfill is due for its next 5-year review in 2020. For active landfills, this effort can be extensive including submittal of a revised Joint Technical Document (JTD) and updated financial assurance cost estimates. Because of the interim status of this site, we do not anticipate a significant level of effort. Little has changed at the site since the last review in 2015; therefore, a letter report with JTD checklist submitted to the LEA, along with an updated cost estimate for closure and post-closure maintenance, and an updated Non-water Release Corrective Action Plan, is assumed to be sufficient and is covered in the cost estimate.

Task 5 WDR Revision Support (Optional - not completed previously)

In 2010, the RWQCB stated its intention to update the site WDRs due to recent changes in property ownership and modifications to the initial monitoring program. We are assuming this will require submittal of a revised and updated Report of Waste Discharge (ROWD). The same intention was reiterated in 2015. The facility has a new lead agency case worker at the RWQCB who has not yet expressed a desire to update the site WDRs; however, the possibility remains open. It is important to provide the ROWD to address any change the County would like to see in the new permit.

We anticipate that the RWQCB will again attempt to require landfill closure in light of recent anthropogenic constituent detections reported in onsite groundwater monitoring wells, or to include a hard closure schedule in the revised permit. We are ready to work to prevent this ongoing issue on behalf of the County but appreciate that it will take some level of effort to keep the landfill open.

Effort will be required to provide input to RWQCB staff prior to drafting the WDRs, review of the WDRs prior to the hearing, and attendance at the RWQCB hearing for adoption.

Task 6 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual sampling, quarterly/annual inspections, discussions with Plumas County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR requirements and other regulations. Additional support activities can include regulatory compliance and permitting and engineering and geological services necessary to comply with landfill management and/or closure activities. Management and support activities not covered in this scope will be performed on a time-and-materials basis and will be addressed by a contract addendum at that time.

Exhibit "A"
SCOPE OF WORK
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2018-2021

SCOPE OF WORK

Task 1 Leachate and Groundwater Sampling and Analysis

Leachate, surface water, groundwater, and field parameter samples will be collected in accordance with WDR Order No. R5-2004-0062 and National Pollutant Discharge and Elimination System (NPDES) General Order No. R5-2013-0073 and NPDES Permit No. CAG995002. The WDRs require semi-annual sampling of onsite Monitoring Wells GHL-3, 5A, 6, 7, 8, 9, and 12 and surface water monitoring locations L-1, SP-1, TR-1, and leachate. The NPDES permit requires the quarterly sampling of effluent EFF-001 discharge and receiving water RSW-001 and RSW-002 surface water sample locations.

We are currently in the process of applying for coverage under the new NPDES General Order for Low-threat Discharges to Surface Water, General Order No. R5-2016-0076. It is anticipated that the discharge from the leachate pond will be covered under this order in the future. The new order will entail some additional laboratory analysis and reporting costs; however, the exact requirements will not be known until a Notice of Applicability is issued by the RWQCB. The given cost estimate assumes one round of characterization sampling for the extended Priority Pollutant list and a worst-case scenario for quarterly sampling involving additional general mineral and metals constituents.

Samples will be collected in accordance with the approved Sampling and Analysis Plan (SAP) and the site-specific WDRs and submitted to Basic Laboratory. The current groundwater monitoring program for the Gopher Hill Landfill is summarized in Tables 1 and 2.

If VOC constituents are detected in groundwater samples collected from the site, retesting will be completed to verify the constituent detections. Resampling effort will be conducted within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the PQL in one or more wells or if two or more VOCs are detected above the MDL. It is assumed that, in addition to the two semi-annual sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate.

Direct precipitation and runoff from the landfill are collected in the Leachate Collection and Recovery System (LCRS). Leachate is periodically discharged under the NPDES permit to Spanish Creek. Surface water samples are collected during discharge events in accordance with the permit requirements and the results are included in the quarterly reports submitted to the RWQCB. The NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

Table 1
CURRENT GROUNDWATER MONITORING PROGRAM
GOPHER HILL LANDFILL

Parameter	Location	Frequency
Field Parameters		
Groundwater Elevations	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1, and TR-1	Semi-annually
Specific Conductance (field)		
pH (field)		
Temperature		
Turbidity		
Analytical Parameters		
Total Dissolved Solids	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	Semi-annually
Chloride		
Nitrate		
Sulfate		
Dissolved Iron		
Carbonate Alkalinity		
Bicarbonate Alkalinity		
Total Alkalinity		
Sodium		Annually
Magnesium		
Calcium		
Potassium		
VOCs (EPA Method 8260B)*		
5-Year Constituents of Concern		
Total Organic Carbon	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	5 Years
Inorganics (dissolved)		
VOCs (Extended List 8260B)		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		

*Monitoring Wells GHL-5a and GHL-6 are monitored for VOCs by EPA Method 8260B semi-annually.
 5-year constituents of concern were last sampled during the first semi-annual 2015 monitoring period.

Table 2
CURRENT MONITORING PROGRAM – LEACHATE
GOPHER HILL LANDFILL

Parameters	Locations	Frequency
Field Parameters		
Total Flow (gallons)	Leachate	Semi-annually
Flow Rate (gallons/day)		
Specific Conductance		
pH		
General Minerals		
Total Dissolved Solids	Leachate	Semi-annually
Chloride		
Sulfate		
Nitrate		
Sodium		
Magnesium		
Calcium		
Potassium		
Carbonate		
Bicarbonate		
VOCs (EPA Method 8260B)		
5-Year Constituents of Concern		
Total Organic Carbon	Leachate	5 Years
Inorganics (Dissolved)		
VOCs, Extended List 8260B		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
Note: 5-year constituents of concern last sampled during the first semi-annual 2015 monitoring period.		

Table 3
NPDES SURFACE WATER CURRENT MONITORING PROGRAM

Parameters	Type of Sample	Frequency
Effluent Monitoring (EFF-001)		
Flow	Cumulative	Daily
pH	Grab Sample	Daily
Electrical Conductivity	Grab Sample	Monthly
Total Hardness	Grab Sample	Monthly
Whole Acute Toxicity ¹	Grab Sample	Annually
Receiving Water Monitoring (RSW-001 and RSW-002)		
Total Hardness	Grab Sample	Annually
Receiving Water Observations		
Floating or Suspended Matter	Observation	Per discharge event
Discoloration	Observation	Per discharge event
Bottom Deposits	Observation	Per discharge event
Aquatic Life	Observation	Per discharge event
Films, Sheens, Coatings or Potential Nuisance Conditions	Observation	Per discharge event
Note: ¹ Whole effluent toxicity samples are collected once per year, during initial discharge, and analyzed for acute and chronic toxicity; chronic toxicity testing is required for discharges greater than 30 days in duration.		

Typically, leachate is discharged from the LCRS once per year; however, years of increased precipitation have resulted in additional discharge events. The County will schedule discharge events and sample collection activities for effluent and receiving water samples. Field measurements and observations (e.g. flow and pH) will be measured and recorded by Plumas County staff. It is assumed that, in addition to the initial discharge sampling event each year, up to two additional discharge sampling events may be required in the event of excess precipitation at the site. This assumption is included in the cost estimate.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with the Gopher Landfill site-specific Waste Discharge Requirements (WDR) Order No. R5-2004-0062 separately under PSWS11-010. The WDRs require modified semi-annual sampling of onsite Monitoring Wells GHL-3, GHL-5A, GHL-6, GHL-7, GHL-8, GHL-9, and GHL-12 and surface water monitoring locations interceptor trench (TR-1), spring (SP-1), and Lysimeter (L-1) and Leachate. The results of each compliance period evaluation will be summarized in semi-annual/annual monitoring reports that will be prepared and submitted to the Regional Water Quality Control Board (RWQCB).

In addition to the semi-annual monitoring requirements, analytical and field data associated with the facilities leachate collection and recovery system (LCRS) and associated discharge to Spanish Creek are currently collected under PWSW11-010 in compliance with National Pollution Discharge and Elimination System (NPDES) permit requirements as specified in General Order No. R5-2013-0073 and NPDES Permit No. CAG995002. We are currently in the process of applying for coverage under the new NPDES General Order for Low-threat Discharges to Surface Water, General Order No. R5-2016-0076. It is anticipated that the discharge from the leachate pond will be covered under this order in the future. The new order will entail some additional laboratory analysis and reporting costs; however, the exact requirements will not be known until a Notice of Applicability is issued by the RWQCB. The given cost estimate assumes one round of characterization sampling for the extended Priority Pollutant list and a worst-case scenario for quarterly sampling involving additional general mineral and metals constituents.

Like the current NPDES permit, the results of each compliance period evaluation will be summarized in quarterly monitoring reports that will be prepared and submitted to the RWQCB under this Task Order. The current NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur, and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in the semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report which will be submitted under a separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional inspections will be conducted following storm events. Storm event inspections are required within 7 days following a major storm event (greater than 1.5 inches/24 hours) to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by County personnel. Storm event findings and field forms will be forward to VESTRA and included in the semi-annual monitoring reports.

Task 4 Iso-Settlement Map (Optional)

Title 27, California Code of Regulations, Section 21090(e)(2), requires iso-settlement maps be prepared every 5 years for landfills that completed final closure after 18 July 1997. The 5-yearly iso-settlement map should be compared to the initial final cover survey and map that should have been prepared at the time of closure in order to identify differential settlement that could affect the performance of the final cover system or the passive gas venting system. An iso-settlement map has not been submitted since final closure construction was completed in 2005, and the RWQCB in a letter dated 29 April 2014 requested completion of the required map. Plumas County has the capacity to perform this task in-house, so the work under this task is considered optional.

Task 5 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual/quarterly sampling, quarterly/annual inspections, discussions with County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR and NPDES permit requirements and other regulations. Additional support activities may include regulatory compliance, permitting, engineering, and geological services necessary to comply with landfill management and/or closure activities. Management and support activities not covered under this scope will be addressed by a time-and-materials contract addendum at that time.

EXHIBIT B

FEE SCHEDULE

(see attached Cost Estimates for Tasks 1-2018-2021)

J.W.M
FOR: R.A.P. County Initials

Exhibit "B"

COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2018-2021 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Task No./ Description	Table 1 COST ESTIMATE		Estimated Costs 2020/21
	2018/19	2019/20	
Task 1 Groundwater Sampling and Analysis*			
Fieldwork - Sample Collection	\$5,075	\$5,075	\$5,075
Expenses	\$600	\$600	\$600
Laboratory Analysis	\$3,500	\$3,500	\$7,000
Project Management and QA/QC	\$1,000	\$1,000	\$1,000
Task 1 - Subtotal	\$10,175	\$10,175	\$13,675
Task 2 Data Evaluation and Reporting			
Semi-Annual/Annual Monitoring Reports	\$9,000	\$9,000	\$9,000
Task 2 - Subtotal	\$9,000	\$9,000	\$9,000
Task 3 Facility Monitoring/Inspections and Reporting			
Quarterly/Annual Site Inspections	\$4,000	\$4,000	\$4,000
Annual Inspection/Winterization Plan	\$2,000	\$2,000	\$2,000
Task 3 - Subtotal	\$6,000	\$6,000	\$6,000
Task 4 5-Year Permit Review (Optional)			
Revised JID/NWRCAP/Letter Report	---	---	\$12,000
Task 4 - Subtotal	---	---	\$12,000**
Task 5 WDR Revision/Support (Optional)			
RWQCB interaction, comments, meetings	---	\$12,000	---
Task 5 - Subtotal	---	---	\$12,000**
Task 6 Project Management			
Project coordination, planning, correspondence, and regulatory interaction	\$2,500	\$4,000	\$4,000
Task 6 - Subtotal	\$2,500	\$4,000	\$4,000
Fiscal Year Totals	\$27,675	\$41,175	\$44,675

Notes:

* Assumes four sampling events and two resample events.

** Task costs may be transferred to the subsequent fiscal year if task was not completed as anticipated.

Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VIESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VIESTRA 2017 Rate Schedule. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

Exhibit "B"

COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2018-2021 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Table 1
COST ESTIMATE

Task No./ Description	2018/19	2019/20	2020/21	Estimated Costs	
				2018/19	2019/20
Task 1 Leachate and Groundwater Sampling and Analysis					
WDR Sampling and Analysis*	\$4,900	\$4,900	\$4,900		
Fieldwork - Sample Collection Expenses	\$650	\$650	\$650		
Laboratory Analysis	\$4,000	\$4,000	\$8,000		
Project Management and QA/QC	\$1,000	\$1,000	\$1,000		
<i>Subtotal</i>	<i>\$10,550</i>	<i>\$10,550</i>	<i>\$14,550</i>		
NPDES Sampling and Analysis**					
Fieldwork - Sample Collection Expenses	\$2,100	\$2,100	\$2,100		
Laboratory Analysis	\$500	\$500	\$500		
Project Management and Quality Assurance/Quality Control	\$2,000	\$2,000	\$2,000		
<i>Subtotal</i>	<i>\$500</i>	<i>\$500</i>	<i>\$500</i>		
Task 2 Data Evaluation and Reporting					
Semi-Annual/Annual Monitoring Reports	\$10,000	\$10,000	\$10,000		
Quarterly NPDES Surface Water Discharge Reports	\$7,500	\$6,500	\$6,500		
<i>Task 2 - Subtotal</i>	<i>\$17,500</i>	<i>\$16,500</i>	<i>\$16,500</i>		
Task 3 Facility Monitoring/Inspections and Reporting					
Quarterly/Annual Site Inspections	\$4,400	\$4,400	\$4,400		
Annual Inspection/Winterization Plan	\$2,500	\$2,500	\$2,500		
<i>Task 3 - Subtotal</i>	<i>\$6,900</i>	<i>\$6,900</i>	<i>\$6,900</i>		
Task 4 Iso-Settlement Map (Optional, one-time expense)					
<i>Task 4 - Subtotal</i>	<i>\$5,000</i>	<i>—</i>	<i>—</i>		
Task 5 Project Management					
Project coordination, planning, correspondence, and regulatory interaction	\$4,500	\$4,000	\$5,500		
<i>Task 5 - Subtotal</i>	<i>\$4,500</i>	<i>\$4,000</i>	<i>\$5,500</i>		
Total Estimated Cost	\$49,550	\$43,050	\$48,550		

Notes: * Assumes one sampling event (NPDES) and two additional discharge events.
** Assumes two sampling events (WDRs) and two resample events. The costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTA's control. Work will be performed on a time-and-materials basis at the rates shown in the attached VESTA 2017 Rate Schedule. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum.

EXHIBIT C

RATE SCHEDULE

(see attached Scopes of Work for Tasks 1-2018-2021)


PMI: J.M.P. County Initials

Exhibit "C"
RATE SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2018-2021

VESTRA

2018 VESTRA RATE SCHEDULE

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

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

Subcontractors: Billed as direct reimbursement plus 15%

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

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

Exhibit "C"
RATE SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2018-2021

VESTRA

2018 VESTRA RATE SCHEDULE

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

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

Subcontractors: Billed as direct reimbursement plus 15%

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

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

EXHIBIT D

PROJECT SCHEDULE

(see attached Project Schedule for Tasks 1-2018-2021)

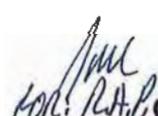
 AMC
R.A.P. County Initials

Exhibit "D"
PROJECT SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2018-2021

Year 1 (FY 2018-2019)

- WDR Revision (Optional)
- Sample Groundwater
 - Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 2 (FY 2019-2020)

- Sample Groundwater and Leachate
- Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 3 (FY 2020-2021)

- Five Year Permit Review (Optional)
- Sample Groundwater and Leachate
- Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Exhibit "D"
PROJECT SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2018-2021

Year 1 (FY 2018-2019)

- Sample Groundwater and Leachate
 - Twice (January and July)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 2 (FY 2019-2020)

- Sample Groundwater and Leachate
 - Twice (January and July)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 3 (FY 2020-2021)

- Sample Groundwater and Leachate
 - Twice (January and July)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT
For Professional and Monitoring Support Services for the Plumas County Solid Waste Program,
dated July 1, 2018

This AMENDMENT NO. 1 to the above referenced PROFESSIONAL SERVICES AGREEMENT, is made and entered into this 17TH day of September 2018 ("Effective Date") by and between the COUNTY OF PLUMAS ("County") and VESTRA RESOURCES, INC., a California Corporation, (hereinafter referred to as "Consultant"). Said contract is hereby amended as follows:

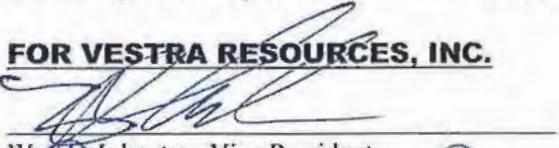
2.1. Compensation. Consultant's compensation terms, as set forth in the July 1, 2018 Agreement, shall be adjusted such that Estimated Costs for FY 2019/20 Task 4 and FY 2020/21 Task 5 are reallocated to FY 2018/19, and in no case exceed a combined total of Twenty Four Thousand Dollars and no cents (\$24,000). Total compensation, including the base contract. This AMENDMENT No. 1 shall remain unchanged, and in no case, as stated in the base contract, exceed One Hundred and Thirteen Thousand, Five Hundred and Twenty-Five Dollars and no cents (\$113,525.00) for the Chester Landfill and One Hundred and Forty-One Thousand, One Hundred and Fifty Dollars and no cents (\$141,150.00) for the Gopher Hill Landfill, for a total compensation of Two Hundred and Fifty-Four Thousand, Six Hundred and Seventy-Five Dollars and no cents (\$254,675.00) until the termination date written in Section 4.1 of this Agreement. See attached Exhibit "B", which is to replace Exhibit "B" in the original contract.

Other Contract Provisions.

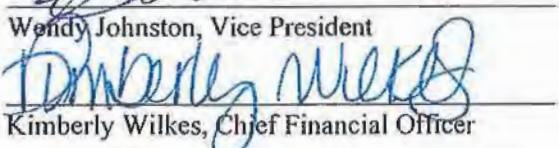
All other contract provisions set forth in the July 1, 2018 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

FOR VESTRA RESOURCES, INC.


Wendy Johnston, Vice President

Date: 9/10/18

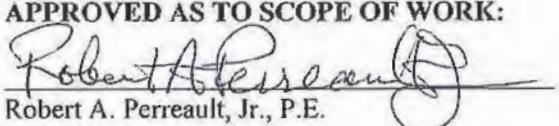

Kimberly Wilkes, Chief Financial Officer

Date: 9/10/18

Taxpayer ID Number: 68-0150306

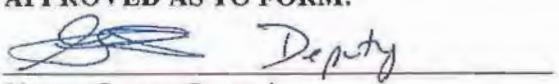
FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:


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

Date: 9/17/2018

APPROVED AS TO FORM:


Plumas County Counsel

Date: 9/4/18


County Initials


Consultant Initials

Exhibit "B"
COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2018-2021 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Table 1		COST ESTIMATE - REVISED AUGUST 2018		Estimated Costs
Task No./ Description	2018/19	2019/20	2020/21	
Task 1 Groundwater Sampling and Analysis*				
Fieldwork - Sample Collection	\$5,075	\$5,075	\$5,075	
Expenses	\$600	\$600	\$600	
Laboratory Analysis	\$3,500	\$3,500	\$7,000	
Project Management and QA/QC	\$1,000	\$1,000	\$1,000	
Task 1 - Subtotal	\$10,175	\$10,175	\$13,675	
Task 2 Data Evaluation and Reporting				
Semi-Annual/ Annual Monitoring Reports	\$9,000	\$9,000	\$9,000	
Task 2 - Subtotal	\$9,000	\$9,000	\$9,000	
Task 3 Facility Monitoring/Inspections and Reporting				
Quarterly/ Annual Site Inspections	\$4,000	\$4,000	\$4,000	
Annual Inspection/Winterization Plan	\$2,000	\$2,000	\$2,000	
Task 3 - Subtotal	\$6,000	\$6,000	\$6,000	
Task 4 5-Year Permit Review				
Revised JID/NWRCA/P/Letter Report	\$12,000	--	--	
Task 4 - Subtotal	\$12,000	--	--	
Task 5 WDR Revision/Support				
RWQCB interaction, comments, meetings	\$12,000	--	--	
Task 5 - Subtotal	\$12,000	--	--	
Task 6 Project Management				
Project coordination, planning, correspondence, and regulatory interaction	\$2,500	\$4,000	\$4,000	
Task 6 - Subtotal	\$2,500	\$4,000	\$4,000	
Fiscal Year Totals	\$51,675	\$29,175	\$32,675	
Notes:				
* Assumes four sampling events and two resample events.				
Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2017 Rate Schedule. Additional activities and/ or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.				

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT
For Professional and Monitoring Support Services for the Plumas County Solid Waste Program,
dated April 25, 2019

This AMENDMENT NO. 1 to the above referenced PROFESSIONAL SERVICES AGREEMENT, is made and entered into this 11th day of JUNE 2019 ("Effective Date") by and between the COUNTY OF PLUMAS ("County") and VESTRA RESOURCES, INC., a California Corporation, (hereinafter referred to as "Consultant"). Said contract is hereby amended as follows:

2.1. Compensation. Consultant's compensation terms, as set forth in the July 1, 2018 Agreement, shall be increased by an additional Fourteen Thousand Nine Hundred Twelve Dollars and Fifty cents (\$14,912.50). Total compensation, including the base contract, AMENDMENT No. 1, and this AMENDMENT No. 2 shall in no case exceed Two Hundred and Sixty-Nine Thousand, Five Hundred and Eighty-Seven Dollars and Fifty cents (\$269,587.50). See attached Exhibit "B"

Other Contract Provisions.

All other contract provisions set forth in the July 1, 2018 Professional Services Agreement first referenced above remain unchanged.

The professional services performed pursuant to Amendment No. 2 shall commence, retroactively, on April 26, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

FOR VESTRA RESOURCES, INC.

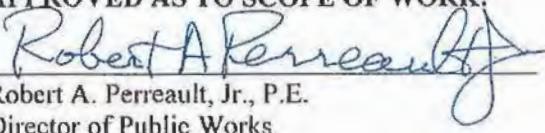
SEE ATTACHMENT FOR SIGNATURE Date: _____
Wendy Johnston, Vice President

SEE ATTACHMENT FOR SIGNATURE Date: _____
Kimberly Wilkes, Chief Financial Officer

Taxpayer ID Number: 68-0150306

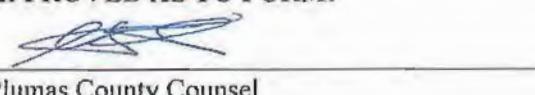
FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:


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

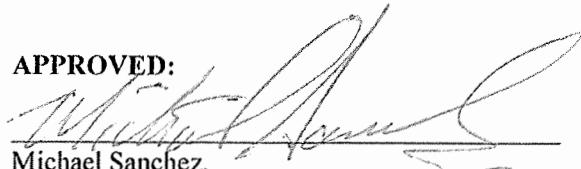
Date: 6/25/2019

APPROVED AS TO FORM:


Plumas County Counsel

Date: 5/20/19

APPROVED:


Michael Sanchez,
Chair, Plumas County Board of Supervisors

Date: 6/24/19

Exhibit "B"
COST ESTIMATE
PFAS SAMPLING - CHESTER AND GOPHER HILL LANDFILLS

The estimated costs to complete the work are summarized in Table 1.

Table 1
COST ESTIMATE

Task No.	Description	VESTRA Cost	Subcontractor Cost	Total Estimated Cost
1	Work Plan/HASP	\$2,000	--	\$2,000
2	PFAS Sampling	\$5,000	--	\$5,000
3	Laboratory Analytical	--	\$5,232.50	\$5,232.50
4	Reporting	\$1,800	--	\$1,800
5	Project Management (10%) ¹			\$880
Total Estimated Cost				\$14,912.50

Notes:

¹ Project management cost calculation does not include subcontracted laboratory analytical costs

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT
For Professional and Monitoring Support Services for the Plumas County Solid Waste Program,
dated April 25, 2019

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2.1. Compensation. Consultant's compensation terms, as set forth in the July 1, 2018 Agreement, shall be increased by an additional Fourteen Thousand Nine Hundred Twelve Dollars and Fifty cents (\$14,912.50). Total compensation, including the base contract, AMENDMENT No. 1, and this AMENDMENT No. 2 shall in no case exceed Two Hundred and Sixty-Nine Thousand, Five Hundred and Eighty-Seven Dollars and Fifty cents (\$269,587.50). See attached Exhibit "B"

Other Contract Provisions.

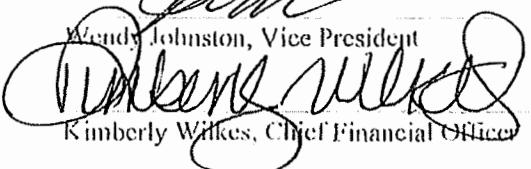
All other contract provisions set forth in the July 1, 2018 Professional Services Agreement first referenced above remain unchanged.

The professional services performed pursuant to Amendment No. 2 shall commence, retroactively, on April 26, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

FOR VESTRA RESOURCES, INC.


Wendy Johnston, Vice President


Kimberly Wilkes, Chief Financial Officer

Date: 6/18/2019

Date: 6/18/2019

Taxpayer ID Number: 68-0150306

FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

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

Date:

APPROVED AS TO FORM:


Plumas County Counsel

Date: 5/20/19

County Initials

Consultant Initials



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

JD

Date: January 25, 2021

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Item for February 16, 2021

Recommendation: Approve and direct the Chair to sign service agreement #PCPHA2021HTS with Heat Transfer Systems in the amount of \$5,000.00 to provide maintenance and repair of heating systems at Public Health Facilities, and approve ratification of payments effective July 1, 2020. Approved by County Counsel.

Background: As the Board is aware the auditor requires agreements for all services in order to pay the invoice. The service agreement is for vehicle towing, repairs and maintenance on County vehicles.

Fiscal Impact: There will be no financial impact on the County General Fund, as this contract is fully funded by various Programs through Public Health.

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



530-283-6337 OFFICE
530-283-6425 FAX



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



3A

Date: January 11, 2021
To: Honorable Board of Supervisors
From: Andrew Woodruff, Director
Agenda: Item for February 16, 2021

Recommendation:

- a. Approve the attached Resolution to accept Contract #Sub20-026 and any future Amendments from the Area 3 Agency on Aging (AAA), pass through from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population; and
- b. Approve a Supplemental Budget of unanticipated revenue in Budget Unit 20830 Senior Nutrition in the amount of \$32,632.00.

History/Background: As the Board is aware Plumas County Public Health Agency receives funding from the Area Agency on Aging to provide low cost services to the elderly of Plumas County. These services include; providing nutritious meals at the four congregate sites in Plumas County, delivery of meals to seniors who are homebound, transportation services to and from the meal sites, and transportation to medical and other appointments both in and out of Plumas County. Plumas County has provided these services for the elderly for over twenty-five years.

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), received a Federal Passthrough Award, AP-2021-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Public Health was awarded an additional distribution of CARES act funding by CDA. A portion of the distribution was allocated to Subcontractor for its Title IIIIC program. Public Health is entering this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime award for the Title III programs.

A copy of the Supplemental Budget is attached for your review.

Should you have any questions, or need additional information, please contact me. Thank you.

RESOLUTION NO. 21-_____

A RESOLUTION TO ACCEPT GRANT SUBCONTRACT NUMBER SUB20-026 AND AMENDMENT NUMBER SUB20-026-1 FROM THE AREA AGENCY ON AGING (AAA), PASS THROUGH FROM CALIFORNIA DEPARTMENT OF AGING TO PROVIDE SERVICES ACCORDING TO TITLA III AND TITLE VII PROGRAMS IN THE TOTAL AMOUNT OF \$582,905.00.

WHEREAS, Plumas County Public Health Agency Senior Nutrition and Transportation Programs will provide services according to Title III and Title VII Programs to meet the needs of California's older adult population; and

WHEREAS, Plumas County Public Health Agency will Contractor is entering this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime award for the Title III programs.

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

1. Approve and Accept Subcontract Number 20-026 Amendment Number 1 from the Area Agency on Aging in the total amount of \$582,905.00 for the Title III and Title VII Programs; and
2. Authorize the Director of Public Health to sign Subcontract #SUB20-026 Amendment Number 1 and any future amendments pertaining to Subcontract Number SUB20-026.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 16th day of February 2021, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

Department:	Senior Nutrition	Dept. No.	20830	Date	2/4/2021
TRANSFER NUMBER (Auditor's Use Only)					
The Reason for this request is (check one):			Approval Required		
A.	Transfer to or from Contingencies				Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)				Board
C.	Transfers to/from or new Fixed Asset, within a 51XXX				Board
D.	Transfer within a department, except fixed asset				Auditor
E.	Establish any new account except fixed assets				Auditor

<input type="checkbox"/> TRANSFER FROM OR	<input checked="" type="checkbox"/> SUPPLEMENTAL REVENUE ACCOUNTS			
CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)				
FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0001N	20830	44213	State-Title III (AAA)	\$ 36,406.00
0001N	20830	44419	FFCRA	\$ (3,774.00)
Total (must equal transfer to total)				\$ 32,632.00

<input type="checkbox"/> TRANSFER TO OR	<input checked="" type="checkbox"/> SUPPLEMENTAL EXPENDITURE ACCOUNTS			
CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)				
FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0001N	20830	520300	Food	\$ 32,632.00
Total (must equal transfer to total)				\$ 32,632.00

Supplemental budget requests require Auditor/Controller's signature

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

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

(A) Unanticipated CARES funding was awarded by AAA. It gave us an increase of \$36,406 Our FFCRA revenue had been overestimated Decreasing it by \$3,774. Over all increase to revenue is \$32,632. Our meal count has increased by 50% over last FY, so budgeting this increase in the Food line item.

(B) N/A

C FY 20/21 expenses

(D) N/A

Approved by Department Signing Authority:

Approved/Recommended

Disapproved/Not recommended

Auditor/Controller Signature:

2/4/21

Board Approval Date:

Agenda Item No.

Clerk of the Board signature:

Date Entered by Auditor/Controller

Initials

INSTRUCTIONS:

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

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

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

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

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

**BECKWOURTH COUNTY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**

381

AGENDA REQUEST

For the February 16, 2021 meeting of the Board of Supervisors

February 8, 2021

Board of Supervisors
John Markle, Assistant Director

To: Honorable Governing Board, Beckwourth Community Service Area (BCSA)
From: *Bob!* Robert Perreault, Manager, BCSA
Subject: Beckwourth CSA - Sewer Rate Modification at 223 Main Street

BACKGROUND

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

The property located at 223 Main Street was assessed by RCAC for the rate study as having one residence upstairs and one business downstairs equating to 2 Equivalent Dwelling Units (EDU) and monthly sewer fees of \$89.00.

On January 19, 2021, Mr. Jack Price called requesting a reduction in monthly sewer bill due to the office downstairs no longer being operated. I asked Mr. Price to put the request in writing requesting the rate reduction based on use as residence only reducing future fees collected from \$89.00 to \$45.50 per month.

The undated request from Mr. Jack Price requesting a reduction in monthly sewer bill, received January 21, 2021 is attached for reference. The appropriate EDU for this property going forward is one EDU equating to a sewer fee of \$44.50 per month.

RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of Beckwourth CSA to revise the monthly rate for property located at 223 Main Street from \$89.00 per month to \$44.50 per month.

Attachment: Letter from Mr. Jack Price undated
Resolution 18-8303

To Rob Thorman

This letter is from Jack Price
223 Main St in Beckwoorth CA

Regarding Monthly SEWER charges
For two DIFFERENT SERVICES

AS FAR AS THE top RESIDENT ME & my
WIFE LIVE THERE

THE Bottom Story is Garage & STORAGE
WE USE THE Bathroom maybe 2 times a week
WEVE TURNED OFF THE PHONE Down THERE
& REALLY Dont USE IT

WAS hoping for an adjustment on my
SEWER CHARGES

PLEASE CALL

Jack or MARGARET PRICE
Home 832-5805

Cell 575-8086

RECEIVED

JAN 21 2021

Thanks

Jack

PLUMAS COUNTY
ENGINEERING DEPT

RESOLUTION NO. 18- 8303

**A RESOLUTION REVISING
BECKWOURTH CSA SEWER RATES**

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

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

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

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

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

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

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

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

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

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

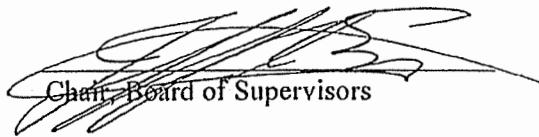
- 223 Main Street assessed 2 EDU based on residence and office, \$89.00 per month
- 91 Beckwourth-Genesee Road assessed 3 EDU based on 2 residences and 1 church, \$133.50 per month
- 81247 State Route 70 assessed 9.7 EDU based on 31 R.V. spaces, \$431.65 or \$13.92 per space per month
- 81027 State Route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

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

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

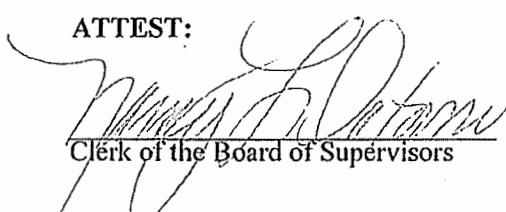
NOES: Supervisors: NONE

ABSTAIN: Supervisors: NONE



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

3B3

BECKWOURTH COMMUNITY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323
Robert A. Perreault, Jr., P.E. *County Engineer and Manager, BCSA*

AGENDA REQUEST

for the February 16, 2021 Meeting of the Beckwourth CSA Governing Board

M. Manale, Assistant Director

February 2, 2020

To: Honorable Beckwourth CSA Governing Board

From: *M.* Robert Perreault, County Engineer and Manager of Beckwourth CSA

Subject: A Resolution Amending Resolution 20-8506 "A Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures"

PREFACE:

The purpose of this Agenda Request is to Amend recently adopted Resolution 20-8506 and to enable the Beckwourth CSA Governing Board to:

1. Receive a report and recommendations from the County Engineer and Manager of BCSA pertaining to the proposed billing procedures, including late fee(s) and collection methods for said late fee(s).
2. Consider the adoption of the attached proposed Resolution Amending Resolution 20-8506 "A Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures."

BACKGROUND:

Resolution 20-8506:

On August 4, 2020, the Governing Board of Beckwourth County Services Area duly passed and adopted Resolution 20-8506. Pursuant to this Resolution, collection of unpaid fees was established for all public, private, residential, commercial and industrial properties within the BCSA including service provided within the sphere of influence.

On or around the 25th of August 2020, Public Works Accounting Staff began reviewing their options (per Resolution 20-8506) for issuing late notices to customers of BCSA. Upon further discussion involving County Counsel, the proposed late fees should be revised to a total of 1% of the monthly billing statement, as shown in the attached proposed Resolution.

PUBLIC NOTICE

Upon adoption of the Resolution, the Clerk of the Governing Board of Beckwourth County Service Area shall certify the adoption of the Resolution, and shall post or publish this Resolution as required by law.

RECOMMENDATION:

1. Receive a report and recommendations from the Director of Public Works and Manager or BCSA pertaining to the proposed billing procedures, including late fee(s) and collection methods for said late fee(s).
2. Consider the adoption of the attached proposed Resolution Amending Resolution 20-8506 “A Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures.”

FISCAL IMPACT:

Other than staff time, there is no direct cost to the BCSA Budget adopted on September 17, 2019.

ATTACHMENTS:

- Resolution 20-8506, adopted August 4, 2020.
- A Resolution Amending Resolution 20-8506 “A Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures”
- Email of “APPROVAL AS TO FORM” from County Counsel, dated November 12, 2020

RESOLUTION NO. 20 - 8506

A RESOLUTION ADOPTING BECKWOURTH COMMUNITY SERVICE AREA BILLING COLLECTION PROCEDURES

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

WHEREAS, Resolution 18-8303, a Resolution Revising BCSA Sewer Rates, dated January 9, 2018, establish fees based on equivalent dwelling units EDU; and,

WHEREAS, such sewer service fee is necessary for the financial operation of the BCSA, including the accumulation of a reserve, for foreseen and unforeseen future capital improvements; and,

WHEREAS, NO written protests against the proposed billing collection procedures and services were received prior to the conclusion of the public hearing; and

WHEREAS, Resolution 18-8303 does not specifically address billing collection procedures, particularly those accounts that have become in arrears.

NOW, THEREFORE, BE IT RESOLVED that the following billing procedure and the collection of unpaid fees be established for all public, private, residential, commercial and industrial properties within the BCSA including service provided within the sphere of influence:

Section 1.1 Definitions and Terms

The following definitions and terms are applicable only to the administration of matters pertinent to the BCSA.

Account Holder refers to the person, or company, whose name is on a billing statement.

Arrear(s) is money that is owed and should have been paid earlier.

Billing Cycle is the interval of time from the end of one billing statement date to the next billing statement date for sewer services provided on a recurring basis. Billing cycle is from the 25th to the 25th of each next month.

Billing Statement is a monthly report issued to an account holder showing their monthly minimum payment due and other key information. Billing statements are issued monthly at the end of each billing cycle.

Past Due is a payment on an account that has not been received by District staff as of its due date.

Section 2.1 Description of Services and Billing Procedures

Services for improved lots are comprised of sewer services. All charges and rates for sewer service are based on annual fees, set forth in BCSA Resolution 18-8303, as may be amended, and are billed on the 25th of each month by the District. Billing Statements will be sent out each month on the 25th. The obligation may be prepaid (annually, semi-annually, or quarterly) at the option of the property owner.

Payment is due within 30 calendar days from the date of the Billing Statement. If no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued. The District shall forward a Statement and Past Due Notice to the account holder and the property owner whose name(s) is listed on the Plumas County Tax Record. Failure to pay any portion of the invoice will be considered as a default on the account and Basic Penalties shall be implemented.

No sewer standby fee is currently in place for unimproved (vacant) lots.

In the case of rental property, the property owner name(s) is listed on Plumas County Tax Records is considered the party responsible for payment of all service fees.

Section 3.1 Basic Penalties

The Manager of the BCSA is responsible for issuing the following:

Late Fee(s): Pursuant to the provisions of Government Code Section 61115(a)(3)(c), if no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued, including a late charge of 10% (of the monthly bill) on the Billing Statement. If no payment is received within 30 calendar days of the first Past Due Notice, a second Past Due Notice including a late charge of 1% (of the monthly bill) will be applied to Billing Statement. This will continue monthly until all fees have been paid.

Past Due Notice(s): shall include information regarding the following subjects:

1. Arrangements to make payments.
2. File a complaint or request investigation regarding services or charges.
3. Request information regarding financial assistance.

Other Fees: A returned check fee of \$25.00 will be charged in the event a check is returned due to insufficient funds.

Section 4.1 Collection Method

If payment (in full) is not received within one fiscal year of the first Past Due Notice, the District may employ any and all legal methods to collect outstanding debts including, but not limited to, recording certificates specifying the amount(s) due. Such recording of which constitutes a Lien, which shall include actual costs* associated with the Lien (including recordation, release, and notary costs).

**These costs being "Actual Costs" cannot be estimated as they are subjective to the amount of fees calculated on the Past Due Notice(s), administrative time, and recording fees not governed by this Resolution.*

Section 5.1 Existing Past Due Account Holders

Per, and on, the effective date of this Resolution, August 4, 2020, any Account Holders currently Past Due shall

be issued a "first" Past Due Notice per Section 3.1 of this Resolution.

Section 6.1 Penalty Summary

Past Due Notice Fee(s)

(1 st Month Past Due)	10.00% (of monthly bill)
(2 nd Month Past Due)	1.00%* (of monthly bill)

Past Due / Lien Fee(s)

(Recordation)	Actual Cost**
(Release)	Actual Cost**
(Notary)	Actual Cost**

*Continuing monthly until all fees have been paid.

**These costs being "Actual Costs" cannot be estimated as they are subjective to the amount of fees calculated on the Past Due Notice(s), administrative time, and recording fees not governed by this Resolution.

Section 7.1 Public Posting

The Clerk of the Governing Board of Beckwourth County Service Area shall certify the adoption of the Resolution and shall post or publish this Resolution as required by law.

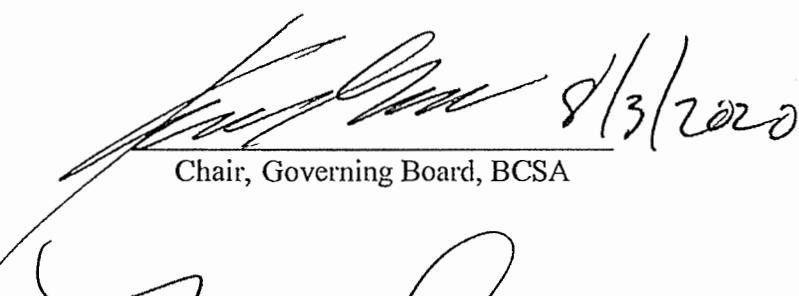
Section 8.1 Effective Date

This Resolution was introduced on August 4, 2020, and adopted by the Governing Board of the Beckwourth County Services Area, State of California, at a regular meeting of said Board held on August 4, 2020, by the following vote:

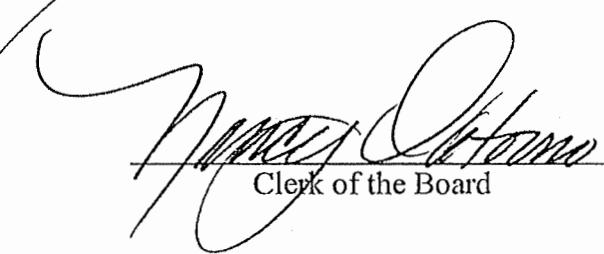
AYES: Governing Board Members: SUPERVISORS SIMPSON, THRALL, ENGEL, GOSS

NOES: Governing Board Members: NONE

ABSTAIN: Governing Board Members: NONE


Chair, Governing Board, BCSA

ATTEST:


Clerk of the Board

Approved as to form:



6/15/20

Gretchen Stuhr
Deputy County Counsel III

**BECKWOURTH COMMUNITY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323**

NOTICE OF PUBLIC HEARING

PROPOSED BILLING PROCEDURE AND THE COLLECTION OF UNPAID FEES TO BE
ESTABLISHED FOR ALL PUBLIC, PRIVATE, RESIDENTIAL, COMMERCIAL AND
INDUSTRIAL PROPERTIES WITHIN THE BCSA, INCLUDING SERVICE PROVIDED
WITHIN THE SPHERE OF INFLUENCE

A billing procedure is being proposed by Resolution, to include late fee(s) and collection methods for said late fee(s) in accordance with provisions of Government Code Section 61115(a)(3)(c), if no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued. Said proposed billing procedure will include a 10% Past Due fee (first month Past Due), a 1% Past Due fee (second month Past Due), a returned check fee of \$25, and lien fees (if payment is received within one fiscal year of first Past Due Notice).

Pursuant to this Notice, the Governing Board of the Beckwourth County Services Area will conduct a Public Hearing, regarding a proposed billing procedure, including late fee(s) and collection methods for said late fee(s), on August 4, 2020, beginning at 10:00 AM, in the Board of Supervisors Meeting Room, located in the Courthouse (Room 308) at 520 Main Street, Quincy, California.

The following information is pertinent:

Services for improved lots within BCSA are comprised of sewer services. All charges and rates for sewer service are based on annual fees, set forth in BCSA Resolution 18-8303, as may be amended, and are billed on the 25th of each month by the District. Billing Statements will be sent out each month on the 25th. The obligation may be prepaid (annually, semi-annually, or quarterly) at the option of the property owner.

Payment is due within 30 calendar days from the date of the Billing Statement. If no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued. The District shall forward a Statement and Past Due Notice to the account holder and the property owner whose name(s) is listed on the Plumas County Tax Record. Failure to pay any portion of the invoice will be considered as a default on the account and Basic Penalties shall be implemented.

Rate Protest Procedure:

Customers within BCSA wishing to protest the proposed billing procedure, including proposed late fees and collection methods, must do so in writing. Letters may be mailed to the Beckwourth County Services Area office at: 555 Main Street, Quincy, CA 95971 or written protests may be submitted in person at the August 4, 2020, Public Hearing. All written protests must be received prior to the start of the Public Hearing.

All protests must include the following minimum information;

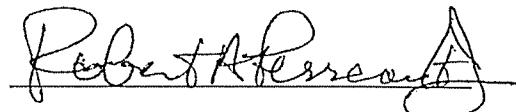
- The BCSA customer's signature and date;
- The BCSA customer's name, printed or typed, under the signature;
- The address, or assessor parcel number, of the property within the BCSA;
- A written, printed or typed, statement that the author of the protest letter is the BCSA customer;
- A written, printed or typed, statement that the letter constitutes a protest of the proposed billing procedure.

If the County receives written protests from a majority of BCSA customers, it cannot adopt the proposed billing procedure, including proposed late fees and collection methods.

In the event that a majority protest does not occur, following the Public Hearing, the Governing Board of the Beckwourth County Services Area may vote to adopt the proposed billing procedure, including proposed late fees and collection methods.

Adoption of the proposed billing procedure may not occur at the scheduled Public Hearing if time is needed to verify and count the letters of protest.

If adopted by the Governing Board of the Beckwourth County Services Area on the date of the Public Hearing, August 4, 2020, the effective date of the proposed Resolution will be effective upon the same date as the Public Hearing, August 4, 2020.



Robert A Perreault, Jr.
Manager of BCSA
Director of Public Works
Plumas County

JUNE 11, 2020
date

RESOLUTION NO. 21 -

A RESOLUTION AMENDING RESOLUTION 20-8506 "A RESOLUTION ADOPTING BECKWOURTH COMMUNITY SERVICE AREA BILLING COLLECTION PROCEDURES"

WHEREAS, it has come to the attention of the Board of Supervisors of the County of Plumas acting as the Beckwourth County Service Area (BCSA) Governing Board that certain language should be clarified within Resolution 20-8506 to further explain the calculations used in the Collection Procedures as described below; and

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

WHEREAS, Resolution 18-8303, a Resolution Revising BCSA Sewer Rates, dated January 9, 2018, establish fees based on equivalent dwelling units (EDU); and,

WHEREAS, such sewer service fee is necessary for the financial operation of the BCSA, including the accumulation of a reserve, for foreseen and unforeseen future capital improvements; and,

WHEREAS, NO written protests against the proposed billing collection procedures and services were received prior to the conclusion of the public hearing which was held on August 4, 2020 at the regularly scheduled Board of Supervisors of County of Plumas meeting; and

WHEREAS, Resolution 18-8303 does not specifically address billing collection procedures, particularly those accounts that have become in arrears.

NOW, THEREFORE, BE IT RESOLVED that the following billing procedure and the collection of unpaid fees be established for all public, private, residential, commercial and industrial properties within the BCSA including service provided within the sphere of influence:

Section 1.1 Definitions and Terms

The following definitions and terms are applicable only to the administration of matters pertinent to the BCSA.

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Billing Statement is a monthly report issued to an account holder showing their monthly minimum payment due and other key information. Billing statements are issued monthly at the end of each billing cycle.

Past Due is a payment on an account that has not been received by District staff as of its due date.

Section 2.1 Description of Services and Billing Procedures

Services for improved lots are comprised of sewer services. All charges and rates for sewer service are based on annual fees, set forth in BCSA Resolution 18-8303, as may be amended, and are billed on the 25th of each month by the District. Billing Statements will be sent out each month on the 25th. The obligation may be prepaid (annually, semi-annually, or quarterly) at the option of the property owner.

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No sewer standby fee is currently in place for unimproved (vacant) lots.

In the case of rental property, the property owner name(s) is listed on Plumas County Tax Records is considered the party responsible for payment of all service fees.

Section 3.1 Penalties

The Manager of the BCSA is responsible for issuing the following:

- a) Late Fee(s): Pursuant to the provisions of Government Code Section 61115(a)(3)(c), if no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued.
 - 1) Basic Penalty: The first Past Due notice shall include a Basic Penalty of 1% charged against the Past Due amount as shown on the Billing Statement.
 - 2) Additional Penalty: If no payment is received within 30 calendar days of the first Past Due Notice, a second Past Due Notice including an Additional Penalty of 1% will be applied to the Past Due monthly charge(s) Past Due amount as shown on the Billing Statement. This Additional Penalty of 1% will continue to be calculated against the Past Due amount(s) as shown on the Billing Statement monthly for eleven consecutive months, or until all Past Due amounts and Late Fees have been paid, whichever comes first.
- b) Past Due Notice(s): shall include the option to; file a complaint or request investigation regarding services or charges.
- c) Other Fees: A returned check fee of \$25.00 will be charged in the event a check is returned due to insufficient funds.

Section 4.1 Collection Method

If payment (in full) is not received within one calendar year (twelve months) of the first Past Due Notice, the

District may employ any and all legal methods (Pursuant to the provisions of Government Code Section 61115) to collect outstanding debts including, but not limited to, recording certificates specifying the amount(s) due. Such recording of which constitutes a Lien, which shall include actual costs* associated with the Lien (including recordation, release, and notary costs).

**These costs being "Actual Costs" cannot be estimated as they are subject to the amount of fees calculated on the Past Due Notice(s), administrative time, and recording fees not governed by this Resolution.*

Section 5.1 Existing Past Due Account Holders

Per, and on, the effective date of this Resolution, February 16, 2021, any Account Holders currently Past Due shall be issued a "first" Past Due Notice per Section 3.1 of this Resolution.

Section 6.1 Penalty Summary

Past Due Notice Fee(s):

1 st Month Past Due	1.00%*
2 nd Month Past Due	1.00%**
3 rd Month Past Due	1.00%**
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8 th Month Past Due	1.00%**
9 th Month Past Due	1.00%**
10 th Month Past Due	1.00%**
11 th Month Past Due	1.00%**
12 th Month Past Due	1.00%**
13 th Month Past Due	Collection methods per Section 4.1 may be employed

**Basic Penalty per Section 3.1(a)(1)*

***Additional Penalty per Section 3.1(a)(2)*

Section 7.1 Collection Method Summary

Past Due / Lien Fee(s)

(Recordation)	Actual Cost*
(Release)	Actual Cost*
(Notary)	Actual Cost*

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The Clerk of the Governing Board of Beckwourth County Service Area shall certify the adoption of the Resolution and shall post or publish this Resolution as required by law.

Section 9.1 Effective Date

This Resolution was introduced on February 16, 2021, and adopted by the Governing Board of the Beckwourth County Services Area, State of California, at a regular meeting of said Board held on February 16, 2021, by the following vote:

AYES: Governing Board Members:

NOES: Governing Board Members:

ABSTAIN: Governing Board Members:

Chair, Governing Board, BCSA

ATTEST:

Clerk of the Board

RESOLUTION NO. 21 -

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**Basic Penalty per Section 3.1(a)(1)*

***Additional Penalty per Section 3.1(a)(2)*

Section 7.1 Collection Method Summary

Past Due / Lien Fee(s)

(Recordation)	Actual Cost*
(Release)	Actual Cost*
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AYES: Governing Board Members:

NOES: Governing Board Members:

ABSTAIN: Governing Board Members:

Chair, Governing Board, BCSA

ATTEST:

Clerk of the Board

Hasse, Evan

From: Hasse, Evan
Sent: Thursday, November 12, 2020 9:07 AM
To: Rogers, Kristina; Stuhr, Gretchen
Cc: Perreault, Bob; Frank, Damien
Subject: RE: Beckwourth CSA Collection Procedures, Log No. 19-642

Thank you both, I will be in touch as soon as we have dates locked in.

Evan Hasse
530.283.6209

From: Rogers, Kristina <KristinaRogers@countyofplumas.com>
Sent: Thursday, November 12, 2020 8:44 AM
To: Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>; Hasse, Evan <EvanHasse@countyofplumas.com>
Cc: Perreault, Bob <BobPerreault@countyofplumas.com>; Frank, Damien <DamienFrank@countyofplumas.com>
Subject: RE: Beckwourth CSA Collection Procedures, Log No. 19-642

EVAN,

PLEASE USE THIS EMAIL AS CONFIRMATION OF OUR "APPROVAL AS TO FORM". ONCE YOU HAVE ENTERED DATES AND RECEIVED SIGNATURES PLEASE PROVIDE OUR OFFICE WITH A FINAL COPY.

THANK YOU.

KRISTINA ROGERS
PARALEGAL III / OFFICE MANAGER
PLUMAS COUNTY COUNSEL
520 MAIN STREET, ROOM 302
QUINCY, CA 95971
P (530) 283-6240 F (530)283-6116

"Life's a Journey not a Race"

From: Stuhr, Gretchen
Sent: Thursday, November 12, 2020 8:40 AM
To: Hasse, Evan <EvanHasse@countyofplumas.com>; Rogers, Kristina <KristinaRogers@countyofplumas.com>
Cc: Perreault, Bob <BobPerreault@countyofplumas.com>; Frank, Damien <DamienFrank@countyofplumas.com>
Subject: RE: Beckwourth CSA Collection Procedures, Log No. 19-642

Good Morning Evan,

I have reviewed the documents and they look fine, so I will approve the Resolution Amending Resolution 20-8506. Sorry for the delay, I was on vacation for a week and we have had several urgent matters come into the office during that time as well which have taken precedence.

Gretchen

Gretchen Stuhr
Deputy County Counsel

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

3c

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

Robert A. Perreault, Jr., P.E., Director of Public Works, Heidi H. Putnam, Solid Waste Manager

AGENDA REQUEST

for the February 16, 2021 Meeting of the Board of Supervisors

Date: **February 10, 2021**

John Mark
Assistant Director

To: Honorable Board of Supervisors

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

Subject: Consideration of a proposed Pledge of Revenue to establish a second Financial Assurance Mechanism to cover corrective action costs at Gopher Hill Landfill No. 32-AA-008; and consideration of associated resolution; for discussion and possible action.

PREFACE:

As discussed at the Board of Supervisors meeting held on September 22nd, 2020, pertaining to the Corrective Action, Pledge of Revenue for the Chester Landfill, it was explained that the County would need to address 3 separate financial assurance mechanisms.

Chester Landfill - Funding of Financial assurances for 2 Pledge of Revenues

1. Pledge of Revenue for Post Closure maintenance (PCM)- annual costs for PCM are estimated at \$36,191.39 (the 30 year multiplier brings that cost to \$1,085,742.00)
 - a) There is a current fund balance as the closure and PCM are ongoing and require continued funding as it will continue to have annual inflation costs.
2. The County Adopted Resolution 20-8519 and Pledge of Revenue for Water Release Corrective Action Plan (WRCAP) on September 22, 2020

Gopher Hill Landfill – (Closed – with ongoing post closure maintenance, & water sampling)

- *Pledge of Revenue for Post Closure Maintenance was updated in 2014 as a part of the 5 year review. Post closure maintenance was estimated at \$330,000.00 in 2014, with annual inflation added to date this cost is now at \$362,959.00 (2020 Dollars). This should be covered under its closure costs.*

3. The County will need to establish a Pledge of Revenue for Gopher Landfill Corrective Action.
 - a) The Pledge of Revenue (POR) for the Gopher Hill Landfill is required to be established in support of non-water corrective action. Currently, Plumas County does not have a water-related corrective action plan submitted to CalRecycle. Since the non-water estimate is the only approved corrective action estimate, the POR will be established in support of non-water corrective action and the revenue will be in the amount pledged for the entire non-water corrective action cost estimate
 - b) The Non-water Release Corrective Action Plan (NWRCAP) had a cost estimate that was prepared for the Gopher Hill Landfill that was updated as part of the 5 year review in 2014. The (NWRCAP) cost estimate for corrective action was \$34,520 at that time. *(Inflation from 2014 to date is not factored into this cost, spreadsheet showing this calculation attached)*

BACKGROUND:

The primary purpose of this Agenda Request, is to enable the Board of Supervisors to receive a report and recommendations from the Department of Public Works pertaining to establishing a second Pledge of Revenue to demonstrate the ability to provide financial assurances for the cost of initiating and completing corrective action for all known or reasonably foreseeable non-water releases from the Gopher Hill Landfill facility 32-AA-008, in at least the amount of the current corrective action plan as approved by CalRecycle and the California Regional Water Quality Control Board (RWQCB), in compliance with California Code of Regulations (27 CCR) Regarding Corrective Action Financial Assurances.

The Gopher Hill Landfill is located in Plumas County, approximately 5 miles west of Quincy on Snake Lake Road north of Bucks Lake Road. The landfill is located on public land administered by the United States Department of Agriculture, Forest Service (USFS).

The Gopher Hill Landfill was closed in the summer of 2005, and has been in post-closure maintenance since that time. The post-closure maintenance and non-water release corrective action costs were updated as a part of the facilities 5 year review process in November of 2014. The updated costs were approved by CalRecycle and Central Valley Regional Water Quality Control Board.

The Corrective Action costs updated in November of 2014 had a cost estimate for corrective action in case of a non-water release for Gopher Hill Landfill was \$34,520.00 in 2014. Base cost is currently \$37,968.00 (2020 dollars)

Therefore the financial assurance mechanisms for Closure/ Post-closure Maintenance, and corrective action as of 2020 Inflation Calculation are as follows:

Chester Landfill (2020) -

Closure Cost	\$6,083,796.00
Post Closure Maintenance	\$293,667.00
Corrective Action	\$317,552.00

Gopher Hill Landfill (2020) –

Post Closure Maintenance	\$362,959.00
Corrective Action	\$37,968.00

\$7,095,942.00

FUNDING OF POR:

Pledges of Revenue requires that a sufficient funds be escrowed by the Plumas County Auditor in order to be made immediately available in the event that such funds are needed for a corrective action expenditure. The base cost is estimated at \$37,968.00. The non-water corrective action cost estimate is not an annual estimate. It is a one-time estimate to fix damage from a particular causal event (high precipitation storm according to the plan). Non-water is not prorated over 30 years. It is the whole amount at once should the event occur. The current approved non-water corrective action cost estimate is \$34,520 (11/18/2014 plan) adjusted for inflation is \$37,968 (2020 dollars).

In conjunction with the Pledge of Revenue base amount, CalRecycle requires that operator/owners of landfills, submit an annual Certification (for your reference the last Form 114 from 2019 attached) to demonstrate the POR continues to be available when needed and will cover the [post-closure maintenance and/ or corrective action] cost estimate(s) identified in the updated Annual Inflation Report (an annual cost of inflation based on information CalRecycle obtains from the U.S. Department of Commerce, Bureau of Economic Analysis).

RECOMMENDATION:

The Director of Public Works respectfully recommends that, the Board of Supervisors vote to adopt the attached proposed 2nd Pledge of Revenue to establish a Financial Assurance Mechanism to cover Corrective Action Costs at Gopher Hill Landfill, No. 32-AA-008 in the base estimated amount of \$37,968.00 (2020 dollars), and to adopt attached Resolution therefore.

ATTACHMENTS:

R E S O L U T I O N 20-_____

FINANCIAL ASSURANCE FOR
CORRECTIVE ACTION
OF THE GOPHER HILL LANDFILL

WHEREAS, Public Resources Code sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, postclosure maintenance, and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for financing corrective action costs of a solid waste landfill.

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

1. The County of Plumas operates the Gopher Hill Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permit No. 32-AA-0008 issued by, Plumas County LEA serving as Local Enforcement Agency for the California Department of Resources Recycling and Recovery (CalRecycle); and
2. The County of Plumas shall establish a Pledge of Revenue to demonstrate financial responsibility for corrective action of the Gopher Hill Landfill in accordance with sections 22228 and 22245 of the Regulations.
3. Disbursement of funds for corrective action shall be in accordance with the final corrective action plan, as approved by CalRecycle.
4. In the event CalRecycle determines that the County of Plumas has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Auditor-Controller to pay to the Chief Engineer from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle.
5. The Chief Engineer is directed to produce an Annual Certification Report (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.
6. In conjunction with this Resolution, attached is a copy of the "Pledge of Revenue Agreement Between Plumas County and the California Department of Resources Recycling and Recovery (CalRecycle) for Corrective Action Gopher Hill Landfill"

7. The number of current members of the Board of Supervisors of the County of Plumas who voted affirmatively when this resolution was adopted:

Ayes:

Noes:

☆☆☆☆☆

STATE OF CALIFORNIA)
)
COUNTY OF PLUMAS) SS.

I, Nancy DaForno, Clerk of the Board of Supervisors of the County of Plumas, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Supervisors at a regular meeting held on _____, 20____, and duly entered in the minutes of said County.

Nancy DaForno
Clerk

SEAL



PLEDGE OF REVENUE AGREEMENT BETWEEN PLUMAS COUNTY AND THE CALIFORNIA
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR
CORRECTIVE ACTION
GOPHER HILL LANDFILL

This agreement establishes a Pledge of Revenue to assure that adequate funds are available to carry out the Corrective Action of the Gopher Hill Landfill.

This Agreement shall become effective immediately, and is made and entered into by and between the County of Plumas and the California Department of Resources Recycling and Recovery (CalRecycle).

WHEREAS, Public Resources Code, sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, postclosure maintenance, and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for post-closure maintenance and corrective action costs of a solid waste landfill; and

WHEREAS, the County of Plumas operates the Gopher Hill Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permit No. 32-AA-0008 issued by, Plumas County LEA serving as Local Enforcement Agency for CalRecycle; and

WHEREAS, the County of Plumas is pledging an amount of \$37,968 of net revenues received by Plumas County Solid Waste Franchise Contractors, Intermountain Disposal and Feather River Disposal; and

WHEREAS, the County of Plumas has determined that net revenues received through franchise fees during the state mandated corrective action period, shall, during each year of this period be greater than the corrective action costs contained in the most recent cost estimate for Gopher Hill Landfill, which has been submitted to CalRecycle in accordance with sections 22100-22103 of the Regulations.

NOW THEREFORE, the County of Plumas and CalRecycle do agree as follows;

1. The County of Plumas hereby establishes a pledge of revenue to demonstrate financial responsibility for corrective action costs of the Gopher Hill Landfill in accordance with sections 22228 and 22245 of the Regulations.
2. The County of Plumas agrees to pledge net revenues from solid waste Franchise Contractor Fees as described herein.
3. The amount of the pledged revenue shall be equal to \$37,968.00, representing the most recent corrective action cost estimate for the Gopher Hill Landfill. It is agreed that the amount of this pledge may increase or decrease to match any adjustment to the identified cost estimate, which is mutually agreed to by the County of Plumas and CalRecycle.
4. The Chief Engineer is directed to produce an Annual Certification Report (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.

5. If the County of Plumas ceases at any time to retain control of its ability to allocate the pledged revenue as identified herein to pay corrective action costs, the County of Plumas shall notify CalRecycle and the local enforcement agency and shall obtain alternate coverage within sixty (60) days after the control of funds lapses, pursuant to section 22245 of the Regulations.

6. In the event that CalRecycle, RWQCB or LEA staff determine that the County of Plumas has failed, or is failing, to perform corrective actions as required by law, CalRecycle, RWQCB and/or LEA staff shall confer with the County of Plumas and attempt to resolve the alleged violation. If no agreement is reached, the matter shall be presented to CalRecycle which shall give reasonable notice, hold a public hearing, and consider the testimony and documentation submitted by CalRecycle and/or LEA staff, the County of Plumas, and any interested parties, prior to making a determination in the matter. In the event CalRecycle then determines that the County of Plumas has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Auditor-Controller to pay the Chief Engineer from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle and RWQCB.

IN WITNESS HEREOF, the parties have executed this agreement on the date as set forth below.

By County this _____ day of _____, 20____

By CalRecycle this _____ day of _____, 20____

STATE OF CALIFORNIA
California Department of Resources
Recycling and Recovery (CalRecycle)

COUNTY OF PLUMAS

By: _____
Authorized Officer of the CalRecycle

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM
AND PROCEDURE:

ATTEST:

By: _____
Authorized Counsel of the CalRecycle

By: _____
Name Title

APPROVED AS TO FORM
AND PROCEDURE:

By: _____
County Counsel

Gopher Hill Post Closure Maintenance Cost Calculation

Year	Inf. Factor	Plan Cost	Cost Year	Current Cost	Current Year	Annual PCM	Closure Cert?	PCM Multiplier	Current FA Required
2011	1.021		2011	\$0	2011	\$0	N	30	\$0
2012	1.018		2012	\$0	2012	\$0	N	30	\$0
2013	1.015		2013	\$0	2013	\$0	N	30	\$0
2014	1.015	\$330,000	2014	\$330,000	2014	\$11,000	N	30	\$330,000
2015	1.01		2015	\$334,950	2015	\$11,165	N	30	\$334,950
2016	1.013		2016	\$338,300	2016	\$11,277	N	30	\$338,300
2017	1.018		2017	\$342,697	2017	\$11,423	N	30	\$342,697
2018	1.022		2018	\$348,866	2018	\$11,629	N	30	\$348,866
2019	1.018		2019	\$356,541	2019	\$11,885	N	30	\$356,541
2020			2020	\$362,959	2020	\$12,098.62	N	30	\$362,959
2021			2021	\$0	2021	\$0	N	30	\$0
2022			2022	\$0	2022	\$0	N	30	\$0
2023			2023	\$0	2023	\$0	N	30	\$0

Gopher Hill Corrective Action Cost Calculation

Year	Inf. Factor	Plan Cost	Cost Date (year)	Current Cost
2009	1.012		2009	\$0
2010	1.01		2010	\$0
2011	1.021		2011	\$0
2012	1.018		2012	\$0
2013	1.015		2013	\$0
2014	1.015	\$34,520	2014	\$34,520
2015	1.01		2015	\$35,038
2016	1.013		2016	\$35,388
2017	1.018		2017	\$35,848
2018	1.022		2018	\$36,493
2019	1.018		2019	\$37,296
2020	0		2020	\$37,968
2021	0		2021	\$0

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com

3E



DATE: February 9, 2021

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director *NS*

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF FEBRUARY 16, 2021

RE: RESOLUTION TO AMEND FISCAL YEAR 2020-2021 PAY SCHEDULE TO INCREASE THE BASE WAGES TO \$53.39 FOR DIRECTOR OF PUBLIC HEALTH

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached resolution approving the increase to base wages adjusting the Pay Schedule for the Director of Public Health.

BACKGROUND AND DISCUSSIONS

The Current Director of Public Works has resigned his position Effective April 1, 2021. The County will be starting recruitment to fill this position and I am proposing an increase to the base wage for this Agency Director position. The current wage is \$51.37 an hour and I am requesting the new wage for the pay schedule be \$53.39 an hour.

Public Health is an Agency with three departments, 38 funding streams, Senior Services and Veterans both have several revenue sources. This position oversees other small Counties HIV programs (5 counties) and the Opioid Overdose Programs (four counties). The Director of Public Health also oversees the County's Public Health Clinic and the licensed medical staff working in the clinic.

It is my recommendation for the BOS to approve the attached Resolution.

Attachments:

- Job Description
- Pay Schedule for Department Heads

RESOLUTION NO: 2021-_____

**RESOLUTION TO AMEND FISCAL YEAR 2020-2021 PAY SCHEDULE TO
INCREASE THE BASE WAGES TO \$53.39 FOR DIRECTOR OF PUBLIC HEALTH**

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

WHEREAS, during the Fiscal Year needs may arise to amend Plumas County's Pay Schedule; and

WHEREAS, this Pay Schedule increase the base hourly rate for the Director of Public Health is necessary for the Public Health Agency; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 220-2021 Pay Schedule; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment Pay Schedule for Plumas Health Agency, Fiscal Year 2020-2021 to reflect the following:

Director of Public Health's classification Pay Schedule from a base wage of \$51.37 to \$53.39 an hour.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 16th day of February 2021 by the following vote:

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

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

DIRECTOR OF PUBLIC HEALTH**DEFINITION**

Under administrative direction, to plan, organize, direct, manage, and supervise programs of the Plumas County Public Health Agency for the County of Plumas; to direct the enforcement of Federal, State, and local health laws and regulations; to direct staff providing related health, prevention and community services to the public; to represent department activities, programs, and services with community organizations and other government agencies; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This a Department Head position with general responsibility for the administration of Plumas County Public Health Agency programs and functions.

REPORTS TO

Board of Supervisors

CLASSIFICATIONS DIRECTLY SUPERVISED

Director of Nursing, Department Fiscal Officer, Health Education Coordinator, Senior Services Director, Public Health Program Chief, Public Health Assistant Director, Management Analyst I/II, Contract Physician (Health Officer), Veterans Services Officer.

DIRECTOR OF PUBLIC HEALTH - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers public health programs for the County; has responsibility for enforcement of Public Health, Veterans Services, and Senior Services laws and regulations.
- Develops and recommends Agency goals, objectives and policies.
- Prepares and administers the Agency budgets recommended by the County Administrative Officer and approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules.
- Administers a variety of categorical programs.
- Provides direction and develops policies for clinics through protocol development.
- Develops policies and protocols for the control and prevention of communicable diseases.
- Plans and develops new program efforts.
- Develops and administers grants.
- Initiates appropriate epidemiological investigations of communicable disease outbreaks.
- Provides health information to the public, community organizations, and other County staff.
- Maintains contact with the press and community organizations; performs special assignments as directed.
- Interprets policies and regulations for the public.
- Currently responsible for administration, program development, fiscal management and provision of direct client services in a four to six county region.
- Represents the Department with other government agencies.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; continuous contact with staff and the public.

DIRECTOR OF PUBLIC HEALTH - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic principles of medical science and their application to County Health programs.
- Public Health, Veterans Services, and Senior Services problems and issues and their relationship to the development and operations of public programs and services.
- Federal, State, and County laws and regulations applicable to public health program and communicable disease control; veterans services; and senior services.
- Clinical skills and procedures.
- Grant development and administration.
- Principles, techniques, and practices of business and County Health and Human Services.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training, and development.
- Public personnel management.

Ability to:

- Plan, organize, supervise, and administer the functions and programs of the Plumas County Public Health Agency.
- Insure proper enforcement of related statutes, laws, and regulations.
- Provide direction, supervision and training for Agency staff.
- Develop and administer budget and control expenditures.
- Develop and administer grants.
- Review the work of Agency staff and resolve problems.
- Be responsible for the development, maintenance, and preparation of public health statistics, medical records, and reports.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the Plumas County Public Health Agency in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.
- Coordinate assigned activities with community organizations and other government agencies.

DIRECTOR OF PUBLIC HEALTH - 4

Training and Experience:

Broad and extensive experience in the development, analysis, and administration of public health and human service programs and services. Three (3) years of the background and experience must have been in a management or full supervisory capacity. The experience will have included work in the areas of fiscal management, personnel management, and program development.

A Master's Degree in Public Health, Public Administration, or Health Care Administration is highly desirable.

Special Requirements:

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

Must be a Skilled Professional Medical Personnel (SPMP) per the Title 42, Code of Federal Regulations (CFR), Chapter IV, and the Federal Register:

- Physician
- Registered Nurse
- Physician Assistant
- Medical Social Worker—with a Master's degree in Social Work (M.S.W.) with a specialty in a medical setting
- Health Educator—with a Master's of Public Health degree from an institution accredited by the American Public Association or the Council on Education for Public Health with a specialty in Public or Community Health Education.
- Licensed Clinical Psychologist—with a Ph.D. in psychology.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

County of Plumas Pay Schedule

Revised and adopted by the Board of Supervisors as of 12/15/2020
Effective as of 01/01/2021

and adopted by the Board of Supervisors as of 12/15/2020 per Resolution Nos. 2020-8544 and 2020-8547

DEPARTMENT HEADS

Job Title	Hourly Rate					L5
	Step 1	Step 2	Step 3	Step 4	Step 5	
AG COMM/SEALER OF WTS & MEAS	\$40.58	\$0.00	\$0.00	\$0.00	\$0.00	\$44.75
ALCOHOL & DRUG ADMINISTRATOR	\$36.06	\$37.87	\$39.77	\$41.76	\$43.85	\$48.36
BEHAVIORAL HEALTH DIRECTOR	\$53.39	\$56.06	\$58.87	\$61.81	\$64.90	\$71.56
CHIEF PROBATION OFFICER	\$42.42	\$44.55	\$46.78	\$49.12	\$51.58	\$54.16
COUNTY ADMINISTRATOR	\$47.97	\$0.00	\$0.00	\$0.00	\$0.00	\$50.37
COUNTY COUNSEL	\$66.43	\$69.76	\$73.25	\$76.92	\$80.77	\$84.81
COUNTY FAIR MANAGER	\$31.41	\$0.00	\$0.00	\$0.00	\$0.00	\$32.98
COUNTY LIBRARIAN	\$31.21	\$0.00	\$0.00	\$0.00	\$0.00	\$32.77
DIRECTOR OF BUILDING SERVICES	\$43.28	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44
DIRECTOR OF CHILD SUPPORT SVCS	\$32.23	\$0.00	\$0.00	\$0.00	\$0.00	\$33.84
DIRECTOR OF FACILITY SERVICES	\$39.42	\$0.00	\$0.00	\$0.00	\$0.00	\$41.40
DIRECTOR OF INFO TECHNOLOGIES	\$38.19	\$40.10	\$42.11	\$44.22	\$46.44	\$48.77
DIRECTOR OF INFO TECHNOLOGIES	\$51.37	\$52.65	\$53.97	\$55.32	\$56.70	\$59.54
DIRECTOR OF PUBLIC HEALTH	\$52.16	\$0.00	\$0.00	\$0.00	\$0.00	\$54.78
DIRECTOR OF PUBLIC WORKS	\$39.76	\$0.00	\$0.00	\$0.00	\$0.00	\$41.75
ENVIRONMENTAL HEALTH DIRECTOR	\$34.89	\$36.64	\$38.47	\$40.39	\$42.41	\$44.53
HUMAN RESOURCES DIRECTOR	\$21.59	\$22.67	\$23.81	\$25.01	\$26.27	\$27.59
MUSEUM DIRECTOR	\$50.48	\$0.00	\$0.00	\$0.00	\$0.00	\$53.01
PLANNING DIRECTOR	\$40.46	\$0.00	\$0.00	\$0.00	\$0.00	\$42.49
SOCIAL SERV DIR/PUB GUARD/IBC						

3FJ

RESOLUTION NO. 21-

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,
STATE OF CALIFORNIA SUPPORTING HEALTHY COMMUNITIES APPROACH TO COVID-19

WHEREAS, The paramount concern of policymakers at all levels is the health and well-being of our constituents, never more so than during what has been called a once-in-a-century pandemic; and

WHEREAS, The primary responsibility of elected representatives and appointed officials as policymakers at all levels is to make policy through many contexts including, but not limited to; Economic, Social, Public Health, Moral, Cultural, and Ethical; and

WHEREAS, Decisions affecting the health and well-being of our constituents must be based on empirical evidence without regard to politics or the influence of special interest groups; and

WHEREAS, California has struggled as much as any state during the COVID-19 pandemic, with the third highest unemployment rate in the country, the largest backlog of unpaid jobless claims, and the fifth worst excess death rate west of the Mississippi; and

WHEREAS, California's *Blueprint for a Safer Economy* provides a one-size-fits-all approach to reopening communities that fails to allow the flexibility to respond in a data-driven way to what is occurring in our County and across the nation as the National Restaurant Association reports that 17 percent of restaurants in America have closed, with many more on the brink of failure; and

WHEREAS, The *Blueprint* largely impacts the operation of businesses and schools and because public schools are central to not only education but to public health and the economy, their closures have a significant impact on children and families and can be safely opened according to scientific studies and institutes of infectious disease research and policy; and

WHEREAS, Our County has seen increases in drug and domestic abuse, delayed medical care, depression among our youth, an increase of failing grades among our students and the overall need for mental health services; and

WHEREAS, Our County is extremely concerned about the impacts to our children of any further delays of in-person education and participation in athletics and extra-curricular activities; now, therefore, be it

BE IT RESOLVED, by the Board of Supervisors, that these facts demonstrate a need for collective and unified action from our County and surrounding communities; and

BE IT FURTHER RESOLVED, That Plumas County approve this Resolution with a commitment to the following principles:

1. That our County is best served by an ability to respond locally to the COVID-19 virus in accordance with our local data and circumstances, as specified, for instance, in the attestation filed with the California Department of Public Health.
2. That our County is geographically diverse and ill-suited for the County-wide and regional restrictions imposed by the *Blueprint*, and the State should enable our COVID-19 response to be tailored to geographically separate areas, such as different zip codes, as circumstances and case levels warrant.
3. That school districts in our jurisdiction are urged to safely open all schools as soon as possible, provide in-person instruction and reinstitute athletics and extra-curricular activities to the greatest extent possible without further delay.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 16th day of February, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

3F2

Plumas County

COVID-19 Prevention
Program (CPP)

COVID-19 PREVENTION PROGRAM (CPP)

I. PURPOSE:

The purpose of the Plumas County's COVID-19 Prevention Program ("CPP") is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205).

Nothing in this CPP precludes the Plumas County from complying with federal, state, or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

II. SCOPE

This CPP applies to all Plumas County employees except for County employees who are teleworking.

III. DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

"COVID-19" means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

"COVID-19 case" means a person who either: (1) Has a positive "COVID-19 test" as defined in this section; (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county. A person is no longer a "COVID-19 case" when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or title 17, California Code of Regulations to CDPH or the local health department.

"Close contact COVID-19 exposure" means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" as defined here. This definition applies regardless of the use of face coverings.

"COVID-19 hazard" means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

"COVID-19 symptoms" means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty

breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

"COVID-19 test" means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

"Exposed workplace" means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. This can also include an offsite field location.

The exposed workplace does not include buildings or facilities not entered by a COVID-19 case. Effective January 1, 2021, the "exposed workplace" also includes but is not limited to the "worksite" of the COVID-19 case as defined by Labor Code section 6409.6(d)(5).

"Face covering" means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the **nose and mouth**.

"High-risk exposure period" means the following time period: (1) For persons who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or (2) For persons who test positive who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

IV. PROGRAM

A. SYSTEM FOR COMMUNICATING WITH PLUMAS COUNTY EMPLOYEES

1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at County Worksites and Facilities

This policy requires that **Plumas County** employees immediately report to their manager or supervisor and to Risk Management any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at County worksites or facilities.

Plumas County will not discriminate or retaliate against any **County** employee who makes such a report.

2. Accommodations Process for Plumas County Employees with Medical or Other Conditions that put them at Increased Risk of Severe COVID-19 Illness

Plumas County policy provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention (“CDC”) or the employees’ health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness.

The CDC guidance provides that adults of any age with the following conditions are at increased risk of severe illness from the virus that causes COVID-19:

1. Cancer
2. Chronic kidney disease
3. COPD (chronic obstructive pulmonary disease)
4. Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
5. Immunocompromised state (weakened immune system) from solid organ transplant
6. Obesity (body mass index [BMI] of 30 kg/m² or higher but < 40 kg/m²)
7. Severe Obesity (BMI ≥ 40 kg/m²)
8. Pregnancy
9. Sickle cell disease
10. Smoking
11. Type 2 diabetes mellitus

The CDC guidance also provides that adults of any age with the following conditions might be at an increased risk for severe illness from the virus that causes COVID-19:

1. Asthma (moderate-to-severe)
2. Cerebrovascular disease (affects blood vessels and blood supply to the brain)
3. Cystic fibrosis
4. Hypertension or high blood pressure
5. Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines

6. Neurologic conditions, such as dementia
7. Liver disease
8. Overweight (BMI > 25 kg/m², but < 30 kg/m²)
9. Pulmonary fibrosis (having damaged or scarred lung tissues)
10. Thalassemia (a type of blood disorder)
11. Type 1 diabetes mellitus

The **County** will periodically review the following web address in order to account for any additional medical conditions and other conditions that the CDC has identified as placing or potentially placing individuals at an increased risk of severe COVID-19:
<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

County employees are encouraged to review the list of medical conditions and other conditions provided above in order to determine whether they have such a condition.

To request a reasonable accommodation under the County's policy, employees may make a request with their manager or supervisor. Risk Management or the Human Resources Department will be contacted to assist with the request.

Note: CDC provides that the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. See CDC guidance at the following web address:
<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/older-adults.html>

3. COVID-19 Testing

Plumas County possesses authority to require that employees who report to work at **their individual** worksites or facilities be tested for COVID-19.

Where the **County** requires that employees be tested, the **County** will inform employees for the reason that testing is required.

The **County** will also inform employees of the possible consequences of a positive COVID-19 test, which may include, but is not limited to, a requirement that employees not report to work during the high-risk exposure period and satisfying the minimum criteria to return to work.

Where the **County** requires testing, the **County** has adopted policies and procedures that ensure the confidentiality of employees and comply with the Confidentiality of Medical Information Act ("CMIA"). Specifically, Plumas County will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as otherwise permitted or required under the law.

4. COVID-19 Hazards

The **Risk Management Team** will notify **County** employees and subcontracted employees of any potential COVID-19 exposure at a **County** worksite or facility where a COVID-19 case and County employees were present on the same day. Risk Management will notify **County** employees of such potential exposures within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 case.

Risk Management Team will also notify **County** employees of cleaning and disinfecting measures the **County** is undertaking in order to ensure the health and safety of the **Plumas County** worksite or facility where the potential exposure occurred.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT PLUMAS COUNTY WORKSITES AND FACILITIES

1. Screening Plumas County Employees for COVID-19 Symptoms

Plumas County possesses authority to **screen employees or require that employee self-screen** for COVID-19 symptoms. County employees will be required to acknowledge that they are symptom free through the self-screening process.

Plumas County's policy provides that **certain departments** will screen **County employees for COVID-19 symptoms prior to entering County worksites and facilities**. These departments include Public Health Administration and the Public Health Clinic. All other departments require County employees to self-screen for COVID-19 symptoms prior to reporting to any Plumas County worksite or facility.

2. Responding to Plumas County Employees with COVID-19 Symptoms

Should a **County** employee present COVID-19 symptoms during a **County administered screening or a self-screen**, the **Department Head or Supervisor** will instruct the employee to stay at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria to return to work.

The **Human Resources Department** will advise employees of any leaves to which they may be entitled during this self-quarantine period.

Further, Plumas County has adopted policies and procedures that ensure the confidentiality of employees and comply with the CMIA, and will not disclose to other employees the fact that the employees presented COVID-19 symptoms.

~~In the event that **County** employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the **Department Head or Supervisor** will instruct the employees stay at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work.~~

The **Human Resources Department** will advise employees of any leaves to which they may be entitled during this self-isolation period.

Plumas County Risk Management Team, will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) the local health department; (2) Cal/OSHA; (3) employees who were present at a worksite or facility when the COVID-19 case was present; (4) the employee organizations that represent employees at the worksite or facility; (4) the employers of subcontracted employees who were present at the County worksite or facility; and (5) the **Plumas County's** workers' compensation plan administrator (Trindel).

If possible, the **Risk Management** team will interview the COVID-19 cases in order to ascertain the nature and circumstances of any contact that the employees may have had with other employees during the high-risk exposure period. If the **Risk Management** team determines that there were any close contact COVID-19 exposures, they will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work. The **Risk Management** team will conduct their investigation and document the results using Appendix C: Investigation COVID-19 Cases.

Plumas County has adopted policies and procedures that ensure the confidentiality of employees and comply with the CMIA. Specifically, the **County representatives** will not disclose to other employees, except for those who need to know, the fact that the employees tested positive for or were diagnosed with COVID-19. Further, the County will keep confidential all personal identifying information of COVID-19 cases or persons unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

3. Workplace-Specific Identification of COVID-19 Hazards

To date, Plumas County has conducted risk assessments for all departments on July 1 and 2, 2020. A small group of Department Safety Risk (DSR) representatives has provided instruction and guidance on assessing each County Department COVID-19 safety protocols and potential COVID-19 hazards. This group conducted a workplace-specific assessment of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the County representatives identified places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

This group made recommendations for additional safety measures and provided signage for reinforcing safety mandates. Each Department's assessment of safety needs provided beneficial assistance to maintain and reinforce employee safety. Having the DSR team assess COVID-19 safety protocol needs provided an objective

overview and appropriate safety recommendations and resources for each department.

Second round of COVID-19 hazards assessment will include Risk Management team, DSR team, union stewards, and other identified employees who would like to participate in the County's hazard evaluation team. The group will be oriented to the goals outlined in Appendix A: Identification of COVID-19 Hazard's form. This form will be used to document the process and will be maintained in the Risk Management Department's file system.

COVID-19 hazards will remain a topic for DSR meetings and regular County staff meetings. Scheduled follow-up for identifying Countywide COVID-19 hazards will continue. Plumas County encourages concerned employees to report COVID-19 concerns to the Risk Management, Human Resources Department, or County Counsel.

As part of this process, the **COVID-19 evaluation team** treated all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

4. Maximization of Outdoor Air and Air Filtration

For indoor **County** worksites and facilities, the **Facility Services Department** evaluated how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the worksites and facilities' existing ventilation systems.

5. Plumas County's Compliance with Applicable State and Local Health Orders

The County Counsel, Human Resources, and Risk Management monitors' applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention, including information of general application and information specific to the **County**'s location and operations.

Plumas County fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

6. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls

Periodically, the **county representatives** will evaluate existing COVID-19 prevention controls at the workplace and assess whether there is a need for different and/or additional controls.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

7. Periodic Inspections

As outlined above under Workplace-Specific Identification of COVID-19 Hazards, Plumas County will conduct periodic inspections of County worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with Plumas County's COVID-19 policies and procedures.

Plumas County will also investigate any COVID-19 issues that may be reported.

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN PLUMAS COUNTY WORKSITES AND FACILITIES

1. Procedure to Investigate COVID-19 Cases

Plumas County has a procedure for investigating COVID-19 cases in the workplace. As provided below, the procedure provides for the following: (1) the verification of COVID-19 case status; (2) receiving information regarding COVID-19 test results; (3) receiving information regarding the presentation of COVID-19 symptoms; and (4) identifying and recording all COVID-19 cases.

Appendix C: Investigating COVID-19 Cases is the form the County will use to investigate COVID-19 cases.

2. Response to COVID-19 Cases

As provided above at Section IV.B.3., in the event that **County** employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the **County** will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

a. Contact Tracing

If possible, the **Risk Management Team** will interview the COVID-19 cases in order to ascertain the following information: (1) the date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 cases recent work history, including the day and time they were last present at an **County** worksite or facility; and (3) the nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any close contact COVID-19 exposure.

If the **Risk Management Team** determines that there were any close contact COVID-19 exposures, they will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

b. Reporting the Potential Exposure to Other Employees

The **Risk Management Team** will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances:

(1) employees who were present at a **County** worksite or facility when the COVID-19 case was present; and (2) subcontracted employees who were present at the County's worksite or facility.

c. Free COVID-19 Testing for Close Contact Exposures

The County will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential close contact COVID-19 exposure at a **County** worksite or facility. Contact Risk Management for a self-test and the accompanying instructions. Employees can also be tested at local hospitals at no cost (through insurance). If an employee is billed for the test they must contact Risk Management immediately to help resolve the issue.

COVID-19 testing consists of the following:

- All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
- After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
- We will provide additional testing when deemed necessary by Cal/OSHA.

d. Leave and Compensation Benefits for Close Contact Exposures

Those affected will be referred to **Human Resources Department** which will provide these employees with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the federal Families First Coronavirus Response Act (FFCRA), Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, the **County's** own leave policies, and leave guaranteed by contract.

The **County** will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

Plumas County may require that these employees use employer-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation. December 31, 2020 is the final date for the use of Emergency Paid Sick Leaves, unless otherwise extended.

e. **Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure**

Risk Management will conduct an investigation in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

3. **Confidential Medical Information**

Plumas County will protect the confidentiality of the COVID-19 cases, and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19.

Plumas County will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law.

D. CORRECTION OF COVID-19 HAZARDS AT PLUMAS COUNTY WORKSITES AND FACILITIES

The **County Departments** will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

E. TRAINING AND INSTRUCTION OF PLUMAS COUNTY EMPLOYEES

1. **COVID-19 Symptoms**

The **Human Resources Department** provided employees training and instruction on the COVID-19 symptoms, including advising employees of COVID-19 symptoms, which include the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

The **County Department Heads** monitors and adheres to guidance by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

The **County** will advise employees in the event that the CDC makes any changes to its guidance concerning such symptoms.

The **County** provided employees instruction on the importance of not coming to work and obtaining a COVID-19 test if the employees have COVID-19 symptoms.

2. Plumas County's COVID-19 Policies and Procedures

The **Risk Management Team and Human Resources** provides regular updates to employees on the **County's** policies and procedures to prevent COVID-19 hazards at worksites and facilities and to protect **County** employees and the public who access County services.

3. COVID-19 Related Benefits

The **Risk Management and Human Resources** have advised **County** employees of the leaves to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, **any applicable local governmental requirements**, the **County's** own leave policies, and leave guaranteed by contract (Memorandum of Understandings and Plumas County Personnel Rules).

Further, when employees require leave or are directed not to report to work by the **Count Representative** the **Human Resources Department** will advise the employees of the leaves to which the employees may be entitled for that specific reason.

4. Spread and Transmission of the Virus that Causes COVID-19

The **County and the Health Department** advised employees that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

The **County** further advised employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, including hand washing, in order to be effective.

5. Methods and Importance of Physical Distancing, Face Coverings, and Hand Hygiene

Plumas County advised employees of the methods and importance of physical distancing, face coverings, and hand hygiene, including hand washing. The County has published COVID-19 Guidance with handbooks and keeps this information posted on the Human Resources COVID-19 related resources County webpage. This webpage can be found at [Human Resources | Plumas County, CA - Official Website](#).

Specifically, the **County has informed / trained and instructed **County** employees on the importance of frequent hand washing with soap and water for at least 20 seconds**

and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled. The County has sent out weekly emails addressing these topics as reminders to employees the importance of COVID-19 safety and following these protocols.

Further, the **County Representatives have** trained and instructed **County Employees** on the proper use of face coverings and the fact that face coverings are not respiratory protective equipment. Signage is posted in all common areas and in the worksites.

F. PHYSICAL DISTANCING

Plumas County requires that all **County** employees be separated from other persons by at least six (6) feet, except where County can demonstrate that six (6) feet of separation is not possible and where there is momentary exposure while persons are in movement. The County asks the public to maintain the six (6) distance when using the County facilities.

Plumas County has adopted several methods by which it increases physical distancing including, but not limited to, the following: (1) providing **County** employees the opportunity to telework or engage in other remote work arrangements when possible; (2) reducing the number of persons in an area at one time, including visitors; (3) posting visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; (4) adopting staggered arrival, departure, work, and break times; and (5) adjusting work processes or procedures to allow greater distance between employees.

When it is not possible for **County** employees to maintain a distance of at least six (6) feet, the **County** requires individuals to be as far apart as possible.

G. FACE COVERINGS

1. Face Covering Requirement

Risk Management provides face coverings to **County** employees and requires that such face coverings are worn by employees and individuals at **their** worksites and facilities. Employees may choose to wear their own face covering as long as it meets the CDC requirements and is appropriate for a work setting.

Plumas County policy adheres to orders and guidance provided by the CDPH and the local health department, including as provided at the following web address:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

The **County's** policy on the use of face coverings ensures that they are worn over the **nose and mouth** when indoors, when outdoors and less than six (6) feet away from

another person, and where required by orders from the CDPH or local health department.

The **County**'s policy requires that face coverings are clean and undamaged. The **County**'s policy allows for face shields to be used to supplement, and not supplant face coverings.

Plumas County's policy provides for the following exceptions to the face coverings requirement:

1. When an employee is alone in a room.
2. While eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
3. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders (8 C.C.R. 5144 is available at the following web address: <https://www.dir.ca.gov/title8/5144.html>).
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six (6) feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

2. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement

The **County**'s policy requires that employees who exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

The **County**'s policy requires that any employees not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the unmasked employees are tested at least twice (2x) weekly for COVID-19.

However, the **County** does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

4. Prohibition on Preventing Employees from Wearing Face Covering

Plumas County does not prevent any employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

5. Communication to Non-Employees Regarding Face Covering Requirement

The **County** posts signage to inform non-employees that Plumas County requires the use of face coverings at **all County** worksites and facilities.

6. Policies to Reduce COVID-19 Hazards Originating from Persons Not Wearing Face Coverings

The County has developed COVID-19 policies and procedures to minimize employees' exposure to COVID-19 hazards originating from any person not wearing a face covering, including a member of the public.

These policies include requiring that employees and non-employees wear face coverings at **the County's** worksites and facilities, that **County** employees wear face coverings at other times, maintain physical distance from person not wearing a face covering, and observe proper hand hygiene.

H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Installation of Solid Partitions Between Workstations Where Physical Distancing is Not Possible

At fixed work locations where it is not possible to maintain the physical distancing requirement at all times, the employer shall install cleanable solid partitions that effectively reduce aerosol transmission between the employees and other persons.

2. Maximization of Outdoor Air

As provided above at Section IV.B.5., for indoor **Plumas County** worksites and facilities, the **Facility Services** evaluated how to maximize the quantity of outdoor air.

Further, for Plumas **County** worksites and facilities with mechanical or natural ventilation, or both, the **Facility Services** has maximized the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency ("EPA") Air Quality Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to **Plumas County** employees, for instance from excessive heat or cold.

3. Cleaning and Disinfecting Procedures

The **Plumas County**'s cleaning and disinfecting policy requires the following:

1. Identifying and regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. The **Risk Management** will inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.
2. Prohibiting the sharing of personal protective equipment and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing, sharing will be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.
3. Cleaning and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

Further, the **County** requires that cleaning and disinfecting must be done in a manner that does not create a hazard to County employees or subcontracted employees.

4. Evaluation of Handwashing Facilities

In order to protect **County** employees, the **Facility Services Department** evaluated its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

Plumas County encourages **all County** employees to wash their hands for at least 20 seconds each time.

Plumas **County** does not provide hand sanitizers with methyl alcohol.

5. Personal Protective Equipment (PPE)

Plumas **County** policy provides for PPE.

The **Risk Management Team** evaluates the need for PPE, such as gloves, goggles, and face shields, to prevent exposure to COVID-19 hazards and provide such PPE as needed.

In accordance with applicable law, the **County** evaluates the need for respiratory protection when the physical distancing requirements, as provided herein, are not feasible or are not maintained.

In accordance with applicable law, the County will provide and ensure use of respirators when deemed necessary by Cal/OSHA through the Issuance of Order to Take Special Action.

In accordance with applicable law, the **Risk Management Team** will provide and ensure use of eye protection and respiratory protection when **County** employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids. Reporting, recordkeeping and access

6. Reporting COVID-19 Cases to the Local Health Department

In accordance with applicable law, the **Risk Management Team and Human Resources as necessary**, will report information about COVID-19 cases at the workplace to the local health department.

Further, the **Risk Management and Human Resources** will provide any related information requested by the local health department.

7. Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA

In accordance with applicable law, the **Risk Management team** will immediately report to Cal/OSHA any serious COVID-19-related illnesses or deaths of **County** employees occurring at a worksite or facility or in connection with any County employment.

Further, in accordance with applicable law, the **Risk Management team** will record any serious work-related COVID-19-related illnesses or deaths.

8. Maintenance of Records Related to the Adoption of the CPP

In accordance with applicable law, Risk Management and Human Resources will maintain records of the steps taken to implement this CPP.

9. Availability of the CPP for Inspection

The **County Administrator and Human Resources** will make this written CPP available to employees and employee organizations at all Plumas County worksites or facilities, and the CPP will be posted on the County's website under Human Resources COVID-19 Related Resources. [Human Resources | Plumas County, CA - Official Website](#)

Further, the **County and its representatives** will make this written CPP available to Cal/OSHA representatives immediately upon request.

10. Records Related to COVID-19 Cases

The **Risk Management Team** will keep a record of and track all COVID-19 cases with the following information: (1) employee's name; (2) contact information; (3) occupation; (4) location where the employee worked; (5) the date of the last day at the workplace; and (6) the date of a positive COVID-19 test.

In accordance with the Confidentiality of Medical Information Act (CMIA) and applicable law, the **Risk Management Team and Human Resources** will keep the employees' medical information confidential.

In accordance with the CMIA and applicable law, **Risk Management Team** will make this information available to employees and employee organizations with personal identifying information removed. **The Risk Management Team and Human Resources** will also make this information available as otherwise required by law.

I. EXCLUSION OF COVID-19 CASES

1. Exclusion of COVID-19 Cases from Plumas County Worksites and Facilities

The **County representatives, Risk Management Team, and Human Resources** will ensure that COVID-19 cases are excluded from the workplace until the individual satisfies the minimum return to work criteria provided for in Section IV.K.

2. Exclusion of Employees with Close Contact COVID-19 Exposures from Plumas County Worksites and Facilities

a. Close Contact Exclusion Period

Unless the employee is covered by the limited exception described below, the **County** will exclude employees with close contact COVID-19 exposure from the workplace for 10 days after the last known close contact COVID-19 exposure. In order for the employee to return to work after the 10th day of quarantine, the employee must satisfy the following conditions: (1) be asymptomatic; (2) wear a face covering at all times; (3) maintain a distance of at least six (6) feet from others; (4) self-monitor for COVID-19 symptoms; and (5) if symptoms do appear, immediately isolate, contact the local health department or health care provider, and seek testing.

b. Limited Exception to Close Contact Exclusion Period

If the following conditions are satisfied, the **County** will exclude the following employees with close contact COVID-19 exposure from the workplace for seven (7) days after the last known close contact COVID-19 exposure:

- (1) There is a critical staffing shortage when there is insufficient staff to provide patient care, emergency response services or face to face social services to clients in the child welfare system or in assisted living facilities;
- (2) There is an asymptomatic employee who provides such services (i.e., health care workers, police officers, firefighters and social service workers) who has had a close contact COVID-19 exposure;
- (3) The employee who had the close contact COVID-19 exposure received a Polymerase Chain Reaction (“PCR”) COVID-19 test after the fifth (5th) day following the close contact COVID-19 exposure;
- (4) The employee’s PCR COVID-19 test returned a negative result;
- (5) The employee wears a surgical face mask at all times during work through the 14th day following the close contact COVID-19 exposure; and
- (6) The employee maintains a distance of at least six (6) feet from others; self-monitor for COVID-19 symptoms; and if symptoms do appear, immediately isolate, contact the local health department or health care provider, and seek testing.

3. **Provision of Benefits to County Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure**

a. **Employees Who Are Able to Telework During Isolation or Quarantine Period**

Plumas County will allow employees who are able to telework, and are able and available to work, to telework during the isolation or quarantine period. The **County** will provide these employees their normal compensation for the work that they perform for the **Plumas County** during the isolation or quarantine period.

b. **Employees Who Are Unable to Telework During Isolation or Quarantine Period**

The provision of benefits described below does not apply to either: (1) **Plumas County** employees who the Department, or **Risk Management Team, or Human Resources** can demonstrate that the close contact COVID-19 exposure was not work-related; and (2) **Plumas County** employees who are unable to work for reasons other than protecting employees and non-employees at County worksites and facilities from possible COVID-19 transmission. Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.

For other employees, the **Auditor** will require that employees who are unable to telework, but are otherwise able and available to work, to use paid sick leave in order to receive compensation during the isolation or quarantine period. **Plumas County** employees retain their entitlement to elect **not** to use other earned or accrued paid leave during this time. The Auditor may provide such employees who are unable to telework, but who do not have any paid sick leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

For all employees who are subject to an isolation or quarantine because of a COVID-19 case or a close contact COVID-19 exposure, the **County** will maintain the employees' seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period.

Plumas County may consider benefit payments from public sources, including under the FFCRA and Labor Code section 248.1 (until December 31, 2020 or longer if FFCRA leave and/or Labor Code section 248.1 leave is extended), in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

3. **Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections**

The obligations set forth in this section do not limit any other applicable law, **Plumas County** policy, or collective bargaining agreement that provides **County** employees with greater protections or benefits.

4. Provision of Information Concerning Benefits to Excluded Employees

At the time of exclusion, **the Risk Management and Human Resources Department** will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, **any applicable local governmental requirements**, Plumas County's own leave policies, and leave guaranteed by contract.

J. RETURN TO WORK CRITERIA

1. Minimum Criteria to Return to Work for Symptomatic COVID-19 Cases

County policy requires that COVID-19 cases with COVID-19 symptoms remain at their home or place of residence and not report to any **County** worksite or facility until they satisfy each of the following conditions:

1. At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

2. Minimum Criteria to Return to Work for Asymptomatic COVID-19 Cases

This CPP policy requires that COVID-19 cases who tested positive but never developed COVID-19 symptoms not report to any **Plumas County** worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

3. COVID-19 Testing Not Required in Order to Return to Work

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, Plumas County does not require employees submit to a COVID-19 test, or produce a negative COVID-19 test result, in order to return to work.

4. Minimum Criteria to Return to Work for Employees Directed to Self-Quarantine or Isolate by a State or Local Public Health Official

If employees are subject to an isolation or quarantine order issued by a state or local Public Health official, **this CPP** policy requires that the employees not report to any **Plumas County** worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the order did not specify a definite isolation or quarantine period, then the period shall be 10 days from the time the order to ***isolate*** was effective, or 10 days from the time the order to ***quarantine*** was effective.

5. Allowance by Cal/OSHA for an Employee to Return to Work

If there are no violations of state or local Public Health officer orders for isolation or quarantine, Cal/OSHA may, upon request, allow employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

In such cases, the **Risk Management Team** will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the **County's** worksite or facility and, if isolation is not possible, the use of respiratory protection in the workplace will be provided.

COUNTY ADMINISTRATOR

Gabriel Hydrick



2/8/2021

MID-YEAR BUDGET REPORT: FY 2020/21

Honorable Board of Supervisors,

I am pleased to present the **FY 2020/21 Mid-year Budget Report**. The Final Budget for Plumas County and the dependent Special Districts for FY 2020/21 was adopted on September 22, 2020. The calendar year 2020 presented no shortage of challenges for the County, including COVID-19, and the North Complex Fire to name the most significant challenges. Nevertheless, the County team muscled through and leveraged opportunities with each challenge presented.

CARES Act funding allowed for a number of opportunities including making the County facilities a safer and healthier environment, supporting Public Health's herculean efforts to address COVID-19, and synergizing the County's relationships with our businesses. **The North Complex Fire** rallied the County together and offered significant one-time funding due to the needed and expansive fire camps. The social unwinding witnessed in larger population centers this year may have provided for a strong real estate market for the County.

For review, the Board may recall the following during **Final Budget adoption**:

The County has 386 positions with a County budget of all funds of \$112,412,523 and \$2,231,423 for all Dependent Districts. The County saw budgeted increases of the following categories: OPEB by ~44%, Retirement by ~30%, and Regular Wages by ~14.5%. The Board voted to adjust budgeted General Fund revenue to \$12,686,865. The County saw small increases with tax rolls for a seventh straight year. Specifically the combined Local and State Rolls resulted in an overall increase of +3.83%. As of mid-year, General Fund revenue is \$10,136,762.90; FY 2019/20 at this time last year was \$10,105,741.28. General Fund expenditures is \$16,235,709.53 and FY2019/20 at this time last year was \$12,295,397.96.

My sincere **thanks to all County staff** for muscling through this year. It is not lost on me that many struggled through at work and at home during this challenging year, yet they came, they performed, and they delivered. They persisted and the County is anticipated to finish this fiscal year in a good position, but not good enough to be complacent. With the help of my team, I am pleased to provide a more thorough report attached to this letter.

Kind regards,

A handwritten signature of Gabriel Hydrick.

Gabriel Hydrick
County Administrator

COUNTY OF PLUMAS

520 MAIN ST., ROOM 309 • QUINCY, CALIFORNIA 95971 • (530) 283-6446 • FAX (530) 283-6288

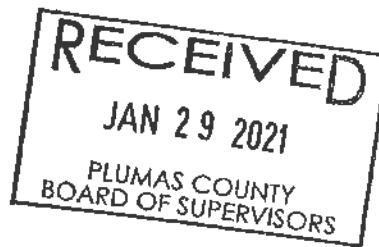
5B

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

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

MAIL TO:

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



CLAIMANT INFORMATION

1. Name of Claimant: LANCE WILLIAM HATFIELD
2. Date of Birth: 10-16-70 3. Gender (circle one): Male Female
4. Mailing Address of Claimant:
50 ABERNATHY LANE QUINCY CA 95971
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
—
Address City State Zip
6. Telephone Number of Claimant: —

INFORMATION ABOUT CLAIM

7. Incident Date: Month 03 Day 12 Year 2020 *— FROM 03-12-20 THROUGH PRESENT DATE (01-22-21) BACK TO 2015 (EVIDENCE)*
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
PLUMAS COUNTY JAIL, WASHOE COUNTY (RENO), PLUMAS COUNTY (EASTERN TO QUINCY)
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
— PLEASE REVIEW LETTER SENT TO BOARD ON 09-07-20 — I WAS ARRESTED ON 03-12-20. I WAS SENT TO WEST HILLS HOSPITAL (RENO) ON 03-20-20, WITHOUT GLASSES, CLOTHES, MONEY, PERSONAL I.D. WITHOUT EXPLANATION. SENT TO WASHOE JAIL ON 03-20-20 AFTER PANIC ATTACK FOR 96 DAYS IN MENTAL ISOLATION. LEFT IN RENO BY PLUMAS COUNTY. THOUGH ARRANGEMENTS WERE MADE BY WASHOE OFFICIALS. HOMELESS IN RENO FOR SEVERAL WEEKS. BLIND AND DESTITUTE. TURNED MYSELF IN ON 07-20-20 AFTER WALKING BACK FROM RENO. BEING EXPOSED AND CONTRACTING COVID-19 IN PLUMAS JAIL AFTER BEING REMANDED INTO CUSTODY.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
GLASSES(LENSES), CLOTHES AT ARREST, OVER 4 MONTHS OF LEGAL BLINDNESS, OVER 3 WEEKS OF HOMELESSNESS IN RENO NEVADA, EXPENSES WALKING BACK TO PLUMAS COUNTY FROM STEAD, NV. BEING ASSAULTED IN PLUMAS COUNTY JAIL (TWICE), DENIED BEHAVIOR HEALTH SERVICES AS PER FEDERAL CONSENT DECREE, BEING EXPOSED AND CONTRACTING COVID-19 DUE TO EGREGIOUS LACK OF QUARANTINE IN PLUMAS JAIL. PAIN AND SUFFERING FOR ALL THREE ABOVE IN THE PAST 10 MONTHS (ETC.)

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 50,000 +

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

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

VARIOUS - (POTENTIALLY) FROM PLUMAS COUNTY JAIL, BEHAVIORAL HEALTH, SHERIFF OFFICE, ETC.

CLAIMS INVOLVING MOTOR VEHICLES

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

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

Name

Telephone Number

Address

City

State

Zip

16. Policy Number:

17. Are you the registered owner: YES NO

18. Amount of deductible: \$

19. Make: _____ Model: _____

Year: _____

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

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

Lance Hatfield
Signature

01-22-21

Date

LANCE HATFIELD
Printed Name of Person Completing Claim

* - THIS IS NOT PART OF CLAIM AGAINST
PLUMAS COUNTY, BUT RATHER, AS A
COURTESY MEMORANDUM.

LANCE HATFIELD
INMATE #27334

TO WHOM IT MAY CONCERN WITHIN THE PLUMAS
COUNTY BOARD OF SUPERVISORS,

01-22-21

IN JULY OF 2020, I SPOKE WITH THE CLERK TO THIS
GOVERNING BODY ABOUT THE MATTERS RAISED ON THE CLAIM
AGAINST THE COUNTY OF PLUMAS. I ASKED TO PUT THESE
MATTERS ON THE BOARD'S ITEM AGENDA SO THAT I MAY
SPEAK TO THE BOARD. THIS WAS DENIED.

I WAS LEFT HOMELESS, BLIND AND DESTITUTE IN RENO.
ACCORDING TO A LETTER RECEIVED FROM SHERIFF TODD JOHNS
ON 09-29-20, THIS WAS DUE TO, "PLUMAS COUNTY WAS NOT
ACCEPTING INMATES BEING TRANSFERRED DUE TO COVID 19."

I WAS IN MENTAL ISOLATION IN WASHOE COUNTY JAIL FOR
96 DAYS, BEING REGULARLY CHECKED BY MEDICAL STAFF.
VARIOUS WASHOE COUNTY JAIL STAFF WERE IN CONTACT WITH
PLUMAS COUNTY OFFICIALS ABOUT TRANSFER BACK TO PLUMAS.
STAFF INCLUDED DR. ANGEL LAWRENCE, DEPUTY ELLIS, AND
OFFICER KESPER OF THE DETENTION SERVICES UNIT (D.S.U.), WHO
ASSURED ME THAT TRANSPORTATION HAD BEEN ARRANGED.
THIS WAS VINDICTIVELY REJECTED BY PLUMAS COUNTY UPON
MY RELEASE ON 06-24-20. THERE ARE CONFLICTING
ACCOUNTS BY PLUMAS COUNTY OFFICIALS AS TO WHY THIS
OCCURRED.

I WAS REMANDED INTO CUSTODY AFTER BEING HOMELESS
IN RENO FOR OVER THREE WEEKS, WITHOUT A COVID-19 TEST,
BUT WAS DENIED TRANSPORT AFTER BEING SENT TO RENO AS A
MENTAL HEALTH PATIENT, AND 96 DAYS IN ISOLATION.

(OVER →)

CONSEQUENTLY, DUE TO EGREGIOUS LACK OF COVID-19 PROTOCOL IN PLUMAS COUNTY JAIL, I TESTED POSITIVE FOR COVID-19 ON 01-05-21. PLUMAS COUNTY'S PATHETIC AND CONTRADICTORY EXUSES WILL NOT HOLD UP UNDER SCRUTINY, UNDER OATH, IN A COURT OF LAW.

NOT STATED IN THE CLAIM, BUT INCLUDED IN THE LETTER SENT TO THIS BOARD, AND DURING MY PHONE CONVERSATION WITH THE CLERK, IS THE ASSERTION OF PUNITIVE RETRIBUTION AGAINST ME BY PLUMAS COUNTY OFFICIALS FOR MAKING AN ISSUE OF THE NON-COMPLIANCE OF THE FEDERAL CONSENT DECREE AND MY INQUIRIES TO CA STATE OFFICIALS CONCERNING THE \$25 MILLION STATE GRANT FOR A NEW JAIL.

I WILL CONTEND THAT THIS IS THE MOTIVE AND RATIONALE FOR THE DESPICABLE, AND POSSIBLY ILLEGAL, TREATMENT AND ACTIONS, DURING ANY LITIGATION, AND IN THE IMMINENT COMPLAINT CORRESPONDENCE TO THE VARIOUS STATE AND FEDERAL AGENCIES, OFFICIALS AND POLITICAL APPOINTEES CONCERNING THE NEFARIOUS DECISIONS BY MULTIPLE PLUMAS COUNTY OFFICIALS PERPETRATED AGAINST ME (AND THOSE I LOVE), GOING BACK TO 2015.

ALSO AS A COURTESY, I HAVE SENT COPIES OF THE CLAIM FORM TO PLUMAS COUNTY UNDERSHERIFF/JAIL COMMANDER CHAD HERMANN, TO SHERIFF TODD JOHNS, AND TO PLUMAS COUNTY BEHAVIORAL HEALTH, FOR THEIR REVIEW.

IN APPRECIATION FOR YOUR TIME AND CONSIDERATION
IN THESE MATTERS,

Lance Hatt

- LANCE HATT, EUP