

BOARD OF SUPERVISORS

Terrell Swofford, 1st District
Kevin Goss, Vice Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jon Kennedy, Chair 5th District

**AGENDA FOR REGULAR MEETING OF JUNE 10, 2014 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. ALCOHOL & OTHER DRUG SERVICES - Louise Steenkamp

Consider request to appropriate \$29,075 from the General Fund Contingency to offset the overhead allocation for Alcohol & Other Drug Services 70580/48211 for FY 2013-2014. Discussion and possible action. **Four/fifths required roll call vote**

2. BOARD OF SUPERVISORS

A. CONTINUED PUBLIC HEARING from June 03, 2014: Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application received from Belden Town Resort for outdoor music festival to be held in Belden Town. Discussion and possible action to approve application for the following event:

- **"Priceless" – July 04-06, 2014**

B. Report and update by Susan Scarlett, Budget Consultant on the FY 2013-2014 Budget and year-to-date actuals. Discussion and possible action

C. Report and update by Susan Scarlett, Budget Consultant on the FY 2014-2015 Budget preparation/process. Discussion, possible action and/or direction to staff

D. Appointments

FISH & GAME ADVISORY COMMISSION

Appoint Jim Pleau to the Plumas County Fish & Game Advisory Commission to replace Paul Garrido representing District 3

3. 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. INFORMATION TECHNOLOGY

Authorize payment of software support fees to High Desert Microimaging of \$10,552.73 without a contract

B. WALKER RANCH COMMUNITY SERVICES DISTRICT

Sitting as the Walker Ranch CSD Governing Board: approve Addendum No. 6 to the existing contract between Walker Ranch CSD and Fruit Growers Lab, Inc. not to exceed an additional \$5,000; and authorize the Manager to sign. Approved as to form by County Counsel

C. FLOOD CONTROL & WATER CONSERVATION DISTRICT

Sitting as the Flood Control & Water Conservation District Governing Board: approve and authorize the Co-Manager to sign Professional Services Contract between Plumas County Flood Control District and Uma Hinman Consulting for Integrated Water Management Plan Update for the Upper Feather River Watershed. Approved as to form by County Counsel

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section 54956.9 (Workers Compensation Case No. TIBD-362810)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Real Property Negotiators, Plumas County Sheriff and County Counsel concerning price, terms of payment (100 Trilogy Lane, Quincy, California)
- E. Personnel: Public employee performance evaluation – County Counsel

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 17, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



ALCOHOL AND OTHER DRUG SERVICES (AOD)

270 County Hospital Road, Suite 111, Quincy, CA 95971
(530) 283-7050 Fax (530) 283-6110

Date: June 2, 2014

To: Honorable Board of Supervisors

From: Louise Steenkamp, AOD Administrator

Agenda Item: AOD Request for June 17, 2014 Agenda

Item Description: Request to move \$29,000 in overhead out of AOD budget

Recommendation: It is requested that \$29,000⁰⁷⁵ in overhead allocated to AOD in FY2011-12 be moved to the General Fund because AOD does not have the funds to pay for it.

Background:

As the Board is aware, AOD was active up through the 2008/2009 fiscal year and then shuttered until this current fiscal year. During the 3 fiscal years that AOD was not operating, overhead costs were allocated including contract attorney expense. AOD consulted with State ADP on October 4, 2011, and was advised that *Overhead and other costs cannot use Substance Abuse Prevention and Treatment Block Grant funding (SAPT BG) funding for current year services and programs on costs not related to providing current year services. The Block Grant can only be used for planning, implementing and evaluating services in the relevant fiscal year. The County cannot charge prior year costs incurred by the defunct department to current year grant funding.*

The County Auditor is in communication with the State Controller's Office on options to for Plumas County and awaiting a response on the allocated overhead costs which totaled \$70,000 for FY2013/2014. In the meantime, the County Auditor and AOD Director have also met to resolve the payment of these costs. In a meeting on May 29, 2014, the County Auditor agreed to remove the legal fees of \$29,000 that were included in the overhead amount. AOD will pay the remaining overhead allocation of \$38,432 out of current fiscal year 2013-14 Overhead account.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: **GF & Alcohol & Drug** Dept. No. **70580** Date **6/4/2014**

The Reason for this request is (check one):

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

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0001	20980	528400	GF Contingency	\$ 31,676.00 29,075
			Total (must equal transfer to total)	\$ 31,676.00

☒ **TRANSFER TO OR**

☐ **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
0016	70580	48211	Con. Trans from GF	\$ 31,676.00 29,075
			Total (must equal transfer to total)	\$ 31,676.00

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 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.

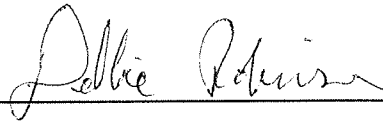
(A) Requesting allocated Overhead to 70580 Alcohol & Drug be reduced by GF contribution of \$31,676.

(B) N/A

C FY 2013/14 expenses

(D) N/A

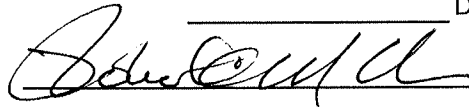
Approved by Department Signing Authority:



☒ Approved/Recommended

☐ Disapproved/Not recommended

Auditor/Controller Signature:



Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board signature: _____

Date Entered by Auditor/Controller _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

4B 1A

**NOTICE OF PUBLIC HEARING
APPLICATION FOR MUSIC FESTIVAL
BELDEN TOWN RESORT & LODGE
14785 BELDEN TOWN RD.
BELDEN, CA 95915**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, **June 03, 2014** at 10:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application has been received from Belden Town Resort for outdoor music festivals:

**"PRICELESS" – JULY 04-06, 2014
"SUNSET CAMPOUT" – JULY 25-27, 2014**

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing please contact: the Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB – May 21, 2014


✓



JULIE A. WHITE
COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcttc@countyofplumas.com

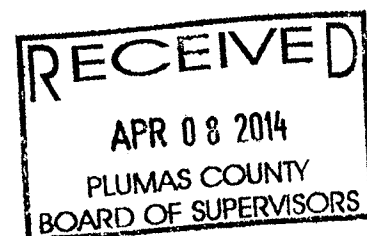
(530) 283-6260 • Fax (530) 283-0946
Kelsey Hostetter – Asst. Tax Collector (530) 283-6259

DATE: April 4, 2014
TO: Nancy Daforo, Clerk of the Board
FROM: Julie White, Treasurer- Tax Collector 
RE: Priceless Festival for Belden Town Resort

Attached is an application for an Outdoor Festival; PRICELESS, JULY 4th through JULY 6th.

The applicant has paid the application fees, and completed the information and program plans for each festival. Please set a public hearing date for the two festivals.

Thank You,



PLUMAS COUNTY APPLICATION FOR MUSIC FESTIVAL LICENSE

(PURSUANT TO PLUMAS COUNTY ORDINANCE NO. 02-967)

APPLICATION MUST BE SUBMITTED 90 DAYS BEFORE COMMENCEMENT OF FESTIVAL

NONREFUNDABLE APPLICATION FEE \$250.00

LICENSE FEE \$150.00 PER EACH DAY OF EVENT

ADDITIONAL FEES MAY BE ADDED BY OTHER COUNTY DEPARTMENTS

PLEASE PRINT AND COMPLETE ALL QUESTIONS ON THIS FORM

This application will be sent to the following agencies for comment prior to the public hearing set by the Board of Supervisors; Sheriff, Public Health, Environmental Health, District Attorney, Planning & Building Services, Engineering, Public Works, CalFire, CalTrans, USDA/USFS.

Name of Applicant: Belden Town Resort & Lodge Ivan Coffman Date: 4/1/14
(If applicant is a partnership, include names and addresses of all partners; if a corporation the application shall be signed by the president and attested by the secretary).

Residence Address: 14785 Belden Town Rd Belden Ca Date of Birth: _____

Mailing Address: PO Box 3256 Quincy Ca 95971 Phone: 283-9662

Owner of Business/Real Property: Ivan Coffman
(Provide proof of ownership and written consent of all owners).

Location of Business/Property: 14785 Belden Town Rd Belden Ca 95971
(Include ALL lands being used for the festival; include legal descriptions and maps).

Name of Music Festival: Priceless Date/Time of Festival: 7/4 @ 12:00pm - 7/6

Web Site Address: priceless.false-profit.com E-mail Address: Orange@false-profit.com

Estimate number of persons; including staff, participants, spectators, etc.: 700

Provide detailed explanations of the program and plans to provide for the following (attach additional pages if necessary and contracts if available):

1. Police and Fire Security Protection:

2. Water and Food Supplies (a food event coordinator is required if food booths will be part of the festival; the coordinator must contact Environmental Health at least 4 weeks in advance):

RECEIVED

APR 02 2014

PLUMAS COUNTY TREASURER
& TAX COLLECTOR

OUTDOOR FESTIVAL RESOLUTION 02-967

APPLICATION CHECKLIST

A. Name of Festival, "Priceless Music festival"

B. Location of event, Belden Town Resort and Lodge @14785 Belden Town Road
Belden, Ca. 95915 PH # (530)283-9662

C. Dates, July 4th – 6th out on 7th of July 2014

D. Estimate of numbers (attendance) 700 Including staff & Artists

E. Programs and plans to provide;

Police and Fire Security Protection: Belden's security team combined with Promoters security team that work together, everyone is well marked and all have radio's for a quick response for people. There will be 24 hr. security. Belden has 2 water sources and a new state of the art fire system.

Water and Food Supplies: Belden has two water sources, plus we sell bottled water in the store. We have a fresh water fountain available to all. There are flyers passed out to everyone reminding them to stay hydrated and healthy. The restaurant will be open 7am until 10 pm., otherwise there is always the store that we keep fully stocked this time of year.

Sanitation Facilities and Services: We will be using Plumas Sanitation out of Portola. They will bring 28 porta-potties and 2 wash stations. We have bathrooms in the lodge, two outdoor bathrooms, plus ten cabins with bathrooms.

Medical: As requested by Plumas County the medical tent will be set up at Facilities and Services; the old garage (less than 50 ft. from the bridge) with 24 hr. staff.

Vehicle Parking Space: There are 80 parking passes sold. Our devoted team will coordinate the parking on property in accordance with the rules. The rest of the vehicles will be parked at Jack's Place and shuttled over. We are pulling permits through Cal-trans to do so. You can verify through Fred Chaffin 530-225-3121, or Carla 530-225-3400. We will also place a dumpster and 2 porta-potties at the parking area.

Access/On Site Traffic Control: We will have already made plans to pick up the "special event" signs so people know to slow down while people are turning onto the bridge from hwy 70. No one will be stopped to check in until they are in the upper parking lot at Belden, for traffic control.

Over night Camping/Lighting: Belden has our own street lights. Along with the fact the parties are pretty dressed up with all kinds of lighting.

Provisions for Spectators Over & Above Estimates: The promoters have and are pulling permits through Mt. Hough Forest Service for the abandoned park just west of Belden. Verify through Erica.

Clean up/Rubbish Removal: The Belden Staff along with the music festival clean up crew will work together and we will be using a dumpster provided by Plumas Sanitation.

Policing of Activity --

Belden has a security team. Walkers father, head of security has been with us for four yrs. BC Cameron out of Willows, he is a EMT, does professional security for the Glenn County Fair and Stoneyford Rodeo, ambulance at Thunderhill Race Track, is Chief of Glenn-cadora Fire, Captain of Knawha Fire, Captain of Glenn County Search & Rescue and retired Lt. of Willows Fire. Along with his hand picked team, united with the professionally hired team from promoters. All of us carrying radios to assure immediate response to any red flag or emergency. We are sincere and take very serious the safety of our guest.

Maps --

See attached

Letters of Permission from Property Owner --

See attached

14785 Belden Town Rd.
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman owner of Belden Town Resort, give my permission for the Music Festival Priceless to take place on July 4th - 6th out on 7th. At the location give above- Belden Town Resort, 14785 Belden Town Rd. Belden, Ca. 95915.

Thank you,



Ivan Coffman- Owner Selden Town Resort

Plumas County Department of Information Technology



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

David M. Preston
Information Systems Manager

DATE: June 10, 2014
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 10, 2014 RE:
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

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

Background and Discussion:

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

Vendor	Description	Amount
High Desert Microimaging	Annual Support for Imaging Software	\$ 10,552.73

These funds have been budgeted as part of the proposed 2014/2015 IT budget.

3B


WALKER RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6134
Robert A. Perreault, Jr., P.E. County Engineer and Manager, WRCSD

CONSENT AGENDA REQUEST

for the June 10, 2014 meeting of the Plumas County Board of Supervisors

Date: June 2, 2014

To: Honorable Governing Board

From: Robert Perreault, Manager, WRCSD 

Subject: Approval of Addendum #6 to the existing contract between Walker Ranch CSD and FGL, Inc.

Background: There is an Agreement between Walker Ranch CSD (WECSD) and Fruit Growers Lab, Inc. (FGL) dated November 25, 2008 for monthly water testing. The Agreement had a “not to exceed” amount of \$9999.00. That amount pertained to the life of the contract, i.e., expiration on June 30, 2015. Addendum #6 will authorize an additional \$5000.00, with a maximum annual amount of \$2500.00 per fiscal year. Thus, the new maximum contract amount will be \$14,999.00, say \$15,000.

The contract expiration date will remain at June 30, 2015.

Recommendation: Staff respectfully recommends that the Governing Board authorize the County Engineer, as Manager of Walker Ranch CSD, to sign the Addendum to the contract between WRCSD and FGL, Inc. for water testing.



ADDENDUM NO. SIX TO THE SERVICES AGREEMENT WITH
FRUIT GROWERS LABORATORY, INC. (FGL)

This addendum is hereby made part of the agreement between Fruit Growers Laboratory, Inc., a California Corporation, (hereinafter "Laboratory"), and the Walker Ranch Community Services District, ("WRCSD"), executed by parties on November 25, 2008, and attached hereto as Exhibit "C" of the Agreement. Current Contract Term expires on June 30, 2015.

The parties agree to the following terms and conditions which shall be incorporated by reference into the agreement:

1. Amend the 2.0 Compensation and Billing Scope to read as follows:

2.1 Compensation Laboratory shall be paid in accordance with the fee schedule set forth in "Exhibit B" attached hereto and made a part of this Agreement. Laboratory's compensation shall in no case exceed Two Thousand Five Hundred Dollars (\$2,500.00) per fiscal year. The fee schedule may be amended upon approval of the CSD Manager. Total compensation under this Agreement is not to exceed Fifteen Thousand Dollars (\$15,000.00).

2. All other terms and conditions of the Agreement remain unchanged.

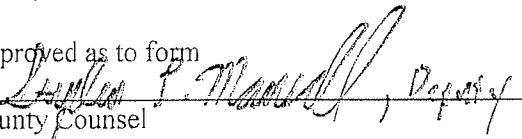
WALKER RANCH COMMUNITY SERVICES DISTRICT,
A political subdivision of the State of California

BY: _____
Manager, Walker Ranch CSD

Date: _____

Approved as to form

County Counsel



Date: 5/5/2014

Chair, Plumas County Board of Supervisors

Date: _____

LABORATORY

Fruit Growers Laboratory, Inc.

BY: _____

Signature JENNIS BARRY, Manufacturing Director

Date: 5/8/2014

BY: _____

Signature Kelly Drummond, President

Date: 5/8/2014




3c

PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Date: June 10, 2014

To: Honorable Chair and Governing Board Members of the Plumas County Flood Control and Water Conservation District

From: Randy Wilson, Planning Director and Co-Manager Plumas County Flood Control and Water Conservation District 

Subject: Discussion and consideration of approval of professional services contracts with Uma Hinman Consulting for work on the Integrated Water Management Plan Update for the Upper Feather River Watershed.

Background:

On February 11, 2014 the Plumas County Flood Control and Water Conservation District (District) approved a grant agreement with the Department of Water Resources to update the Integrated Regional Water Management (IRWM) Plan for the Upper Feather River Watershed. The update of the IRWM plan will take 2 years to complete.

On May 6, 2014 the Governing Board of the Plumas County Flood Control and Water Conservation District selected Uma Hinman Consulting as the professional consultant to assist in the IRWM plan update. The Scope of Work in the attached contract with Uma Hinman Consulting is the same Scope of Work in the grant agreement between the District and the Department of Water Resources. County Counsel has approved the contract as to form.

ACTIONS FOR CONSIDERATION:

Staff recommends the Governing Board of the Plumas County Flood Control and Water Conservation District take the following action:

Approve the attached professional services contract with Uma Hinman Consulting for work on the Integrated Water Management Plan update for the Upper Feather River Watershed and authorize the Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District to sign the contracts.

Attachments:

Professional Services Contract with Uma Hinman Consulting

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY FLOOD CONTROL AND CONSERVATION DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District"), and Uma Hinman Consulting, a sole proprietorship (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the District with services as set forth in Exhibit A, attached hereto.
2. Compensation. District shall pay Contractor for services provided to District pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by District to Contractor under this Agreement shall not exceed Six Hundred Five Thousand, Seven Hundred and Eighteen Dollors (\$605,718).
3. Term. The term of this agreement shall be two years from June 3, 2014 through June 30, 2016, 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 District shall have no liability to pay any further funds except for services already provided but not yet paid 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 District 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.

 COUNTY INITIALS

CONTRACTOR INITIALS _____

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), District shall not be liable for, and Contractor shall defend and indemnify District and its officers, agents, employees, and volunteers (collectively "District 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 District Parties. Contractor shall have no obligation, however, to defend or indemnify District 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 District Parties.
9. Licenses and Permits. Contractor represents and warrants to District 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 District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the District, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, District. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in District. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the District.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.

14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of District 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 District, the District may immediately terminate this Agreement by giving written notice to Contractor.
20. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile

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

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 20, 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.

21. 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

1/5 COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

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

District:

Planning Department
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Randy Wilson

Contractor:
Uma Hinman Consulting
P.O Box 1251
Cedar Ridge, CA 95924
Attention: Uma Hinman, Owner/Environmental Planner, uhinman@comcast.net, 916-813-0818

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. 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 District or as part of any audit of the District 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 District 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.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

CONTRACTOR:

| Uma Hinman Consulting, a sole proprietorship

Name: Uma Hinman

Title: Owner/Environmental Planner

Date signed:

DISTRICT:

Plumas County Flood Control and Water
Conservation District

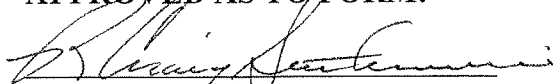
By: _____

Name: Randy Wilson

Title: Planning Director, County of Plumas

Date signed:

APPROVED AS TO FORM:



R. Craig Settemire

Plumas County Counsel

EXHIBIT A

PROJECT WORK PLAN

The work plan that follows describes the activities necessary to complete the update of the IRWM plan. Even though the Upper Feather River IRWM Region has an existing IRWM plan (Plan), there are significant updates required for it to comply with Proposition 84 standards. To better meet local goals, the governance process has been considerably revamped since 2009. The consolidation of the Steering Committee and the Regional Water Management Group (the RWMG), the reorganization of Workgroups, and the update of the MOU, will improve the integration of the Plan update with Plan implementation.

Task 1: Public and Stakeholder Involvement

The objectives of the this task are to ensure opportunities for public participation in all aspects of the Plan update, to provide meaningful involvement and tangible benefits for Disadvantaged Communities and Tribes throughout the Plan update, and to incorporate the aspirations for integrated water management by stakeholders and residents of the Upper Feather River (UFR) Region into a Plan that also meets Proposition 84 Standards.

The three objectives for this task will be accomplished by updating the governance structure. Updating the existing MOU, and the RWMG, Steering Committee, and Workgroup governance pieces will occur during the first two or three bi-monthly meetings of the RWMG. The public and stakeholders will have opportunities for involvement through the approximately sixty public meetings with opportunities for public comment as agenda items, and through email comment opportunities during the two-year planning process.

Subtask 1.1 Develop the Session Initiation Protocol (SIP Plan)

The objective of the SIP Plan subtask is to provide a "road map" for Stakeholder and Public Involvement to the RWMG and the public.

Action: The Consultant team will draft the SIP Plan and develop a revised MOU and provide it at the initial RWMG meeting for RWMG review and adoption at the second or third RWMG meeting. The SIP Plan will contain meeting rules, website information, the draft "Schedule of Meetings and Meeting Milestones", and the initial email and contacts list. The revised MOU will be reviewed and adopted by the RWMG and sent to the existing MOU signatories for resigning. The revised MOU will be posted on the www.featherriverwater.com website (Plan website), hosted by Plumas County Flood Control and Water Conservation District. The SIP Plan will also be posted on the Plan website.

Deliverables: The meeting materials, agenda, notices, and the sign-in sheets for the Plan kick-off meetings.

Subtask 1.2.1 RWMG Meetings

The objective of the RWMG Meetings subtask is to hold meetings which provide an open and transparent public involvement and decision-making process that ensures the timely development and adoption of the Proposition 84-compliant Plan.

Actions: The twelve-member RWMG will be seated at the first Plan update meeting and meet approximately bi-monthly thereafter for two years to complete the Plan. Meeting notices and meeting summaries for the RWMG meetings will be posted on the Plan website. RWMG member profiles will be posted on the website. Meetings will be public and will include a "public comment" agenda item.

The RWMG membership that will be proposed to the MOU Signatories and the public at the first Plan meeting includes the following entities:

- County of Plumas
- County of Sierra
- Sierra Valley Groundwater Management District (SVGWMD)
- Feather River Resource Conservation District
- Sierra Valley Resource Conservation District
- Lassen National Forest, Almanor Ranger District (Advisory)
- Plumas National Forest (Advisory)
- Tahoe National Forest, Sierraville Ranger District Lassen National Forest (Advisory)
- Plumas County Community Development Commission
- Native American Representative
- Plumas County Flood Control and Water Conservation District
- Other entities, as determined

Deliverables: RWMG member profiles and the RWMG meeting notices, agendas, sign in sheets and meeting summaries for the approximately twelve RWMG meetings.

Subtask 1.2.2 Workgroup Meetings

The objective of the Workgroup meetings subtask is to hold meetings to enable Workgroup members and the public to discuss and make planning and project recommendations in four areas of long-term interest within the UFR IRWM region:

1. Agricultural Land Stewardship
2. Uplands and Forest Management
3. Floodplains and Meadows and Waterbodies
4. Municipal Services

Actions: The four Workgroups will each meet up to four times/year. At quarterly meetings, (which may be joint Workgroup meetings or workshops as needed) the Workgroup members will provide input on project selection and prioritization criteria; provide comments on draft Plan chapters; and invite and schedule presentations by technical experts, scientists, and others for Workgroup meetings and IRWM workshops, and for RWMG meetings. All Workgroup meetings will be public and provide an agenda item for public comment. Meeting notices, agendas, minutes, sign-in sheets, presentations, and the list of Workgroup members will be posted on the Plan website (www.featherriverwater.com).

Deliverables: Workgroup meeting notices, agendas, minutes, sign-in sheets, and a list of Workgroup members.

Subtask 1.2.3 Other meetings as needed

The objective of the Other Meetings as needed subtask is to provide the public and stakeholders with additional opportunities in up to ten additional meetings or workshops, to resolve conflicts and to focus on overarching issues such as the coordination and integration of Plan chapters and Projects and addressing climate science and adaptation and mitigation.

Actions:

- a. The RWMG will host at approximately four public meetings in the northern and southern areas of the region. At least two, project solicitation workshops will be held in year one and two draft Plan hearings will be held in year two.
- b. The Workgroups and the RWMG will host approximately two Integration and Coordination workshops - one workshop for Projects in year one and one workshop for Plan chapters in year two.
- c. The Workgroups and the RWMG will conduct a "Climate Science, Mitigation, and Adaptation" workshop.
- d. At the request of the Workgroups or the tribal and DAC representatives, the RWMG may schedule conflict resolution sessions, as needed, for up to three meetings.

Meeting summaries for meetings and workshops, and outcomes from any conflict resolution sessions will be posted the Plan website (www.featherriverwater.com).

Deliverables: Meeting and workshop notices, agendas, summaries, and sign-in sheets.

Task 1.3 DAC Outreach

The objective of this Task is to identify Disadvantaged Communities (DACs) and vulnerable groundwater dependent households, and to incorporate the drinking water and wastewater treatment needs of DACs and vulnerable groundwater dependent households into the Plan and into the project solicitation and prioritization process.

Actions: Consultants will assess income, census, and other information to describe DAC demographics and to map DACs across the Region. The following water and wastewater agencies, representing DACs, have signed the MOU or have been invited to participate in the Plan update and represent future outreach targets:

- City of Loyalton (water and wastewater) DAC
- City of Portola (water and wastewater) DAC
- American Valley Community Services Authority (water and wastewater) DAC
- Chester Public Utility district (water and wastewater) DAC
- East Quincy Services District (water and wastewater) DAC
- Grizzly Lake Resort Improvement District (water and wastewater) DAC
- Indian Valley Community Services District (water and wastewater) DAC
- Quincy Community Services District (water and wastewater) DAC

The Plumas County Department of Environmental Health will undertake the "Community Vulnerability Study", to better identify drinking water pollution risks for the approximately 40 percent of groundwater dependent households in this DAC-dominated region that rely on individual wells and septic systems for their water and wastewater needs. This study will assess nitrate pollution risks to municipal and domestic drinking water wells in high groundwater table areas with septic systems and agricultural livestock production.

- a. Identify up to three potential DAC Outreach targets in addition to those identified above, such as groundwater dependent DACs
- b. Interview up to eleven identified DAC Outreach targets. Each entity will be contacted up to three times to gather information, especially with regard to DAC water needs.
- c. At the direction of the RWMG's DAC representative, schedule up to four site meetings with groundwater-dependent DAC households and/or communities to obtain additional information, or to reach and serve the needs of those unable to attend the bi-monthly RWMG meetings.

- d. Assist DACs with completing Project Information Forms for consideration in the Project Review Process.
- e. Provide DACs with technical resources to develop up to four projects for inclusion in the Plan.

The DAC demographic and income assessments, the DAC maps, and the "Community Vulnerability Study" will be posted on the Plan website (www.featherriverwater.com). Summaries of phone or site meetings with DAC community representatives and "at risk" households will be posted on the website. Up to four DAC benefit projects will be included in the IRWM Plan Projects list.

Deliverables: The DAC demographic and income assessment, the DAC map, and the "Community Vulnerability Study". Summaries of phone or site meetings with DAC community representatives and "at risk" groundwater dependent households, and meeting sign-in sheets.

Task 1.4 Tribal Outreach

The objective of the Tribal Outreach task is to fully integrate the water management needs of Tribes into the Plan and into the Project Solicitation and Prioritization process.

Actions:

- a. With the Tribal representative on the RWMG and with the Tribal Outreach consultant team, develop a Tribal Engagement Plan (TEP) to integrate tribal concerns throughout the Plan update process. The TEP will include a set of interview questions that will be used to identify needs and to inform the development of Tribal engagement protocols that recognize Tribes as sovereign governments and as the aboriginal stewards of the land and water resources in the Upper Feather River region.
- b. The consultant team's Tribal outreach coordinator will contact the Tribal council leadership of the federally recognized Maidu Tribes within the region and meet with Maidu Tribal Councils up to two times to gather information about Tribal water concerns.
- c. The consultant team's Tribal outreach coordinator will attend up to two meetings with the Maidu tribal leadership of state recognized tribes through the Maidu Summit Consortium, to further discuss tribal issues, concerns and needs, and to identify priority actions and projects.
- d. With guidance by the RWMG's Tribal representative, assist tribes with responding to the "Call for Projects".
- e. Develop or attend trainings and workshops for Tribal TEP, capacity building, and project development, as needed.

The list of Tribal water management issues, concerns, needs, and priority actions and Projects that will be included in the Plan will be posted on the Plan website (www.featherriverwater.com).

Deliverables: The TEP, list of Tribal contacts, the list of Tribal water management issues, concerns, needs, and priority actions and Projects that will be included in the Plan. Meeting sign up sheets and summaries, and Tribal trainings and workshops information.

Task 1.5. Interregional Outreach

One objective of the Interregional Outreach task is to identify opportunities to engage in water management issues discussions with adjoining IRWM regions, including overlapping tribal and DAC issues with adjoining regions. Communication/coordination/ consultation/cooperation with

adjoining IRWM Regions will include outreach to the CABY, Upper Pit, North Sacramento Valley, Lahonton Basin, and Tahoe-Sierra IRWM Regions.

Another objective of the Interregional Outreach task is to provide focused consultation with entities having significant water infrastructure facilities and water management interests in the region such as Pacific Gas & Electric Company, the State Water Project Contractors, the Central Valley and State Water Resources Control Boards, and the state and federal fish and wildlife, and flood control agencies.

Actions:

- a. With the DAC representative on the RWMG and with Tribal representative on the RWMG and with the Tribal Outreach coordinator, identify interregional DAC and Tribal coordination opportunities.
- b. Develop a Consultation, Coordination, and Cooperation letter with Butte IRWM staff for the "overlapping area" of the UFR IRWM and the Northern Sacramento IRWM Region that is within Butte County.
- c. Conduct up to two telephone calls with staff from each adjoining IRWM Region to get updates and discuss topics of mutual interest and send follow-up correspondence memorializing any areas of mutual interest.
- d. Invite representatives from Pacific Gas & Electric Company, the State Water Project Contractors, the Central Valley and State Water Resources Control Boards, and the state and federal fish and wildlife, and flood control agencies to participate in the Climate Adaptation and Mitigation Workshop and to respond to the "Call for Papers" in the Baseline Technical Study Task.
- e. Invite comments by adjoining IRWM regions, adjoining tribes, and from Pacific Gas & Electric Company, the State Water Project Contractors, the Central Valley and State Water Resources Control Boards, and the state and federal fish and wildlife, and flood control agencies, on the Draft Plan.
- f. Travel up to 4 times to other regions to facilitate interregional coordination as needed. Additionally, attend up to 2 conferences, meetings, and workshops to facilitate interregional coordination. The travel will be to facilitate integration of relevant regional planning efforts with the UFR IRWM through in-person meetings with other IRWM and water planning teams. The meetings and workshops will be useful in collaboration and coordination of issues related to regional water planning and the UFR IRWM Plan.
- g. Develop a "Consistency Determination" as part of the Draft Plan for the Central Valley Basin Plan, and for the National Forest Plans for the Plumas, Lassen, and Tahoe National Forests within the UFR Region.

Invitation letters, responses, comments and other materials from this task such as interregional conferences and meetings and will be posted on the Plan website (www.featherriverwater.com). Comments on the "Consistency Determination" and responses to comments will be incorporated into the final Plan.

Deliverables: Interregional communications and agreements, and interregional conference and meeting summaries.

Task 2: Baseline Technical Study

The objective for this Task is to provide a summary of existing water management related studies within the region as the scientific and technical foundation for the Plan update.

Actions:

- a. Collect and evaluate Plan related literature and data for the UFR region.
- b. Issue a "Call for Papers, Studies, and Data" at a meeting of the RWMG. Post solicitation on the Plan website (www.featherriverwater.com).
- c. Evaluate papers, studies and information provided by the Workgroups.
- d. Review "mandatory" plans such as general plans. The State Water Resources Control Board's Basin Plan, FERC licenses, National Forest Land and Resource Plans, etc.
- e. Develop information summaries, identify information gaps, and discuss how the information and analyses and study methods that are available will be used by the RWMG and the public to understand water management conditions and needs over the twenty year Planning horizon.
- f. Review the California Water Plan, 2013 Update.
- g. Prepare the draft Baseline Technical Study and present to the RWMG on or about the 5th meeting of the RWMG.
- h. Solicit comments by the Workgroups on the draft Baseline Technical Study at Workgroup meetings.
- i. Incorporate RWMG comments (and including public comments) and Workgroup comments (and including public comments).

Post the summary of literature and data collected and the Draft Baseline Technical Study on the Plan website (www.featherriverwater.com).

Deliverables: "Call for Papers, Studies, and Data", the Draft Baseline Technical Study, and a summary of literature and data collected.

Task 3: Data Management Strategy, System Development and Implementation

The objective for this Task is to create a website where Plan documents can be located and accessed by the RWMG, the Workgroups, the public, and stakeholders.

Actions:

- a. Develop and activate an Upper Feather River IRWM website portal (www.featherriverwater.com) and present the website at the second RWMG meeting. Documents posted on the Plan website will include, but not be limited to, the following:
 - The revised MOU
 - "Call for Papers, Studies, and Data"
 - "Call for Projects"
 - list of priority projects
 - RWMG and Workgroup meeting notices, agendas, attendees, and meeting summaries
 - Forest-Water Balance Study
 - Community Vulnerability Study
 - Other meetings notices, agendas, and attendees
 - Meeting and workshop summaries
- b. Develop an Upper Feather River IRWM document web library, to be posted on the Plan website.
- c. Develop a Project GIS database and web mapping tools. Use collected GIS data to develop a large-format (36x48") map poster of the UFR region for use in outreach and

meetings. Layers will include land ownership, district boundaries, and water infrastructure.

- d. Use collected GIS data to develop a DAC and Tribal map.
- e. Provide web conferencing services (such as "Google Plus") for IRWM meetings as needed. All RWMG meetings will have the capability to include four hours of web conferencing services with video-conferencing capabilities for up to four conferees. Provide web conferencing at other meetings as directed by the RWMG and the Plumas County Flood Control and Water Conservation District (District).
- f. Host the website and provide data management and GIS support for the RWMG and for the Workgroups, the Workshops, and the public, throughout the Plan update process as directed by the RWMG.

Task 4: Climate Change Technical Study and Plan Chapter

The objective of this task is to develop the Climate Chapter for the Plan update.

Actions: The RWMG will direct the Consultant Team to develop the Climate Technical Study and the Climate Plan Chapter.

Subtask 4.1: Describe Legislative and Policy Context

The objective of this subtask is to enable water management entities in the Region to conform to state and federal policy and legislation and to elevate the level of awareness of those policies and legislation among DACs, Tribes, stakeholders, the public, and the water, land, and natural resource planning agencies in the region.

Actions: Identify the main pieces of policy and legislation of importance regarding the State's response to climate change, management of water resources, and include a description of how IRWM planning efforts will eventually analyze climate change at a project level. Included in the discussion will be: Executive Order (EO) S-3-05 and the California Global Warming Solutions Act of 2006 (AB 32; amending California Health and Safety Code Division 25.5, §38500, et seq.); Senate Bill 97; and EO S-13-08, and climate planning policy updates issued by the state and federal agencies responsible for natural resources, public health, air quality, and water quality, and including the 2013 California Water Plan. Current state and federal policy and legislation related to Climate Change will be posted on the Plan website (www.featherriverwater.com).

Deliverables: Summaries of current state and federal policy direction and legislative requirements related to Climate Change.

Subtask 4.2. Vulnerability to Climate Change

The objectives for this subtask is to describe the Plan's analytic approach to assessing climate vulnerability, to develop a checklist of potential risks and vulnerabilities, to identify potential climate change scenarios, and to describe the potential effects of those scenarios on local Resource Management Strategies (RMS) and Watershed Characteristics.

Actions:

- a. Develop a baseline analysis of risks and vulnerabilities using the qualitative checklist found in the Climate Change Handbook for Regional Water Planning published by DWR in 2011 and by reviewing relevant climate literature and studies.
- b. The RWMG may further direct to the Consultant Team and Workgroups to develop a "Call for Studies, Papers, and Data" for climate-related water management risks and

vulnerabilities analyses for the Sierra-Cascade Region that is particularly focused on wildfire effects on water supply reliability, drought, and flood risks for the beneficial water uses identified in the State Water Resources Control Water Board's Basin Plan, and the public health vulnerabilities to tribes and DACs associated with increasing wildfire emissions and fire-related pollution of waterbodies.

- c. Develop climate change scenarios appropriate for the Sierra-Cascade Region. Use the California climate change portal (<http://cal-adapt.org/>) to obtain projected changes in average air temperatures and precipitation for the Northern Sierra- Southern Cascade Regions. Develop scenarios that are appropriate for the Sierra-Cascade Region by applying the range of potential precipitation and runoff impacts from regional or statewide studies to specific local water management factors. Scenarios will be used to forecast changes to water management factors such as stream flows, reservoir levels, groundwater levels, and the upland watershed's precipitation capture and storage capacity with increasing wildfire severity. Scenarios will describe potential relationships between changing water management factors and water management priorities such as water supply reliability, water quality, and ecosystem health.
- d. Identify the local RMS and the Watershed Characteristics that may be most vulnerable to potential changes in the amount, intensity, timing, quality, and variability of precipitation, runoff and recharge. Identify the RMS and Watershed Characteristics that are most vulnerable to increased air temperatures including secondary effects such as declining air quality and water quality from increasing wildfire intensity and/or reduced water from increasing evapotranspiration.
- e. Refine vulnerability assessments through describing the potential impacts of extreme events including extended and severe droughts, prolonged and severe flooding events, and longer and more severe fire seasons.
- f. Rank vulnerabilities by identifying the most critical water resource uncertainties and rank them by importance for various climate change scenarios.

Summaries of relevant data and studies, presentations of changing precipitation, runoff, and air temperature scenarios, and a discussion of RMS and Watershed vulnerability rankings will be posted on the Plan website (www.featherriverwater.com)

Deliverables: Summaries of data, literature, and analytical tools to develop future climate scenarios, RMS and Watershed vulnerability rankings.

Subtask 4.3: Discuss Adaptation to Climate Change

The objective of this subtask is to develop Climate Change adaptation strategies that are reflective of local vulnerabilities and risks, and that are appropriate for the Sierra-Cascade Region.

Action:

- a. Use vulnerability rankings in Task 4.2 to develop adaptive strategies.
- b. Develop adaptation strategies that are effective at moderating the most vulnerable RMS and Watershed Characteristics under a range of climate change scenarios and water management priorities.
- e. Use adaptation strategies, vulnerability rankings, and water management priorities, to develop qualitative evaluation measures for near-term climate adaptation Projects and for future adaptive actions.
- f. Present scenarios, vulnerability rankings, adaptation strategies and qualitative evaluation measures for near-term climate adaptation Projects and for future adaptive actions at a "Climate Science, Mitigation, and Adaptation" workshop.

Discussion of linkages between vulnerability rankings and adaptive strategies, evaluation measures for near-term climate adaptation Projects and longer-term adaptation actions that have the highest potential for reducing climate vulnerabilities for water management priorities will be posted on the Plan website (www.featherriverwater.com). The workshop notice, agenda and presentations will also be posted on the website.

Deliverables: Memo containing adaptive strategies and evaluation measures for near term projects and future actions. Workshop notice, agenda, presentations, and sign-in sheets.

Subtask 4.4: Recommend Data Collection Improvements and GHG Calculation Tools for Future IRWM Plan Updates

The objective of this subtask is to recommend ways for the RWMG to collect the necessary climate information and analytical tools for the next Plan update.

Actions:

- a. Describe needs for additional data, models, scenarios and GHG estimation tools.
- b. Describe how new tools and information will be integrated into future Plan updates and into the Plan's updated list of Projects.

Deliverables: Memo containing descriptions of additional analytical tools and data needed for future IRWM Plan updates.

Subtask 4.5: Identification of Next Steps for Future IRWM Plan Updates

The objective of this subtask is to describe actions and analyses that should be included in future Project updates.

Actions:

- a. Develop procedures for calculating GHG intensity factors and for calculating GHG emissions at the project level.
- b. Develop procedures for identifying best management practices at the project level.
- c. Discuss methods for assessing project-level contributions to adaptation strategies
- d. Discuss ways to identify project components that may support carbon sequestration
- e. Develop a methodology for evaluating project proposals where climate mitigation or adaption effects are uncertain or experimental.

Deliverables: Memo containing proposed actions and analyses for future Plan updates.

Subtask 4.6: Prepare Climate Change Technical Study and Plan Chapter

The objective of this subtask is to prepare a draft Climate Change Technical Study and Plan Chapter.

Actions:

- a. The RWMG will review the Climate Technical Study/Mitigation and Adaptation workshop agenda, speakers and materials, and review comments and summaries from the workshop
- b. At a RWMG meeting the Consultant team will make presentations and recommendations about how climate information from Tasks 4.1-4.5 might be applied to the Plan's data management strategy, the Plan's projects selection and prioritization process, the Finance Plan chapter, the Plan's monitoring and performance measures, the Impacts and Benefits chapter, interregional coordination, and future local water planning. The purpose of the presentation and recommendations is to assist the RWMG in addressing climate change within the existing IRWM Plan standards as summarized in "Table 7" and as described on pages sixty six through page seventy-three of DWR's 2102 IRWM Guidelines (with Addendums).
- c. The RWMG will conduct the initial review of the draft Climate Technical Study and Plan Chapter during a RWMG meeting

Deliverables: Draft Climate Change Technical Study and Plan Chapter.

Task 5: Project Development Process

One objective for this task is to take a "first look" at updating Plan Objectives and the Regional Description, and to integrate that information into designing the Project solicitation, selection, and prioritization process. The 2005 IRWM Plan emphasizes objectives and actions for improvements in watershed health. New water management priorities have emerged and the Proposition 84 Projects development process needs to incorporate DAC water and wastewater treatment needs, water reliability and affordability, domestic well water protection, declining watershed yields, water balances in the upland forests, methyl-mercury and arsenic contamination of water bodies, severe wildfires, and water and watershed management science that is integrated with local knowledge.

The other objective for this task is to develop an inclusive process for Projects solicitation, selection, and prioritization of IRWM eligible implementation Projects for inclusion into the new Plan.

Subtask 5.1: Evaluate Existing Objectives in Existing IRWM Plan and Update Plan Objectives to reflect New Water Management Priorities and Solicit a "Call for Projects"

The objective for this subtask is to update Plan Objectives and develop a list of Projects.

Actions: At a third RWMG meeting, the RWMG provide further direction on integrating Plan Objectives with Plan Implementation after discussing the following presentations:

- a. The Regional Description and Objectives Chapters Planning update presentation,
- b. RWMG direction on next steps for integrating Plan Objectives with Plan implementation through the IRWM Projects selection and prioritization process.
- c. The RWMG approves the Projects Development schedule.
- d. The RWMG schedules Project Solicitation Public Hearings.

Deliverables: Develop a letter soliciting a "Call for Projects"; meeting and workshop notices, agendas, summaries, and sign-in sheets.

Subtask 5.2: Develop Project Selection Criteria

The objective of this task is to use the updated Plan Objectives and the initial projects list from letters and hearings to focus further Project outreach and development on Projects meeting more refined selection criteria.

Actions:

- a. With the DAC and Tribal RWMG Members, and the DAC and Tribal outreach consultants, identify up to four potential DAC and Tribal projects.
- b. With the Forest and Agricultural and RWMG members and the Uplands and Forest and Agricultural Lands Stewardship Workgroup, refine and apply the draft selection criteria and identify potential projects.
- c. With the RWMG, and with the Floodplains, Meadows and Waterbodies Workgroup and the Municipal Services Workgroups, refine and apply the draft selection criteria and identify potential projects.

Deliverables: Memo containing Project Selection criteria.

Subtask 5.3: Project Integration and Prioritization Workshop

The objective of this subtask is to further refine Projects lists through the integration of projects into multi-benefit suites or combinations of projects and to use Workshop participant input on developing Project prioritization criteria.

Actions:

- a. With the DAC and Tribal RWMG Members, and the DAC and Tribal outreach consultants, develop up to four priority DAC and Tribal projects for the workshop with the criteria used for prioritization.
- b. With the Forest and Agricultural and RWMG members and the Uplands and Forest and Agricultural Lands Stewardship Workgroup, present up to four priority projects for the workshop with the criteria used for prioritization.
- c. With the RWMG and with the Floodplains, Meadows and Waterbodies Workgroup and the Municipal Services Workgroups, present up to four priority projects for the workshop with the criteria used for prioritization.
- d. The Plan Consultant Team will present up to four priority projects for the workshop with the criteria used for prioritization for the remaining projects from the Call for Projects letters and the Project solicitation hearing(s) that are not assigned to the Workgroups or the DAC/Tribal Consultant team.
- e. The Plan Consultant team will ensure that all draft priority projects being proposed are submitted by entities that have signed the revised MOU.
- f. Present priority projects and Workgroup prioritization criteria to the Workshop participants and receive feedback

Workshop notices, agendas, are posted on the Plan website (www.featherriverwater.com) website. Priority Projects are showcased at the Project Integration and Coordination Workshop along with the selection criteria used to select the Priority Projects. A workshop summary will also be posted on the website.

Deliverables: Workshop notices, agendas, sign-in sheets and the workshop summary.

Subtask 5.4: Project Evaluations and Project Prioritization including DAC and Tribal Effects

The objective for this subtask is to apply scoring criteria and cost-benefit analyses, as needed, to the suite of priority Projects for further evaluation, refinement, and specific prioritization.

Actions:

- a. The Consultant team will propose priority Project rankings using scoring criteria and project evaluation metrics.
- b. The Consultant team will discuss the proposed suite of priority Projects with the Workgroup Chairs and with DAC and Tribal Outreach consultants.
- c. The Consultant team will present the proposed priority Projects (with comments and responses) to the RWMG at a RWMG's meeting for discussion and adoption.
- d. The suite Priority Implementation Projects is adopted by the RWMG.

Deliverables: Suite of priority Implementation Projects posted on the Plan website (www.featherriverwater.com).

Task 6: IRWM Plan Update

The objective of the Plan Update Task is to prepare a Proposition 84 compliant Plan for adoption by the RWMG and for adoption by MOU signatory entities and agencies.

Subtask 6.1: Prepare Draft Plan Chapters and Ensure "Consistency" with New Plan Standards

The objectives of this subtask is to develop Draft Plan Chapters that are built from the ground up, through the RWMG and the Workgroups, that communicate local water management aspirations and needs and that identify actions that are based on a shared understanding of relevant science, technical studies, and "best regional management and practices". Draft Plan Chapters will also be consistent and compliant with Proposition 84 Guidelines and with Addendums to the 2012 Guidelines.

Actions:

- a. The District will develop a schedule to guide preparation of the draft chapters.
- b. The RWMG will review draft Plan chapter development schedules at the third RWMG meeting. The schedule will describe the order of draft chapter development and presentations to the RWMG.
- c. The Consultant Team incorporates studies into the Plan, including the Community Vulnerability Study, the DAC/Tribal Assessments, and the Forest-Water Balances Study.
- d. The District will send administrative draft chapters to an independent Consultant for "consistency review and recommendations."

Deliverables: Plan chapter "roll out" schedule. Schedule for draft Plan Chapters reviews by the Workgroups. Administrative drafts of Plan chapters.

Subtask 6.2: Present Draft Plan Chapters to the RWMG and the Workgroups for comments

The objective of this subtask is to provide draft Plan chapters to the RWMG and the Workgroups for review.

Action:

- a. The RWMG will review the following draft chapters at RWMG meetings:
 - Objectives and Regional Description

- Project Development
 - Baseline Technical Studies, and Land Use and Water Use
 - DAC and Tribal Assessments & DAC Mapping, and adoption of priority Projects
 - Community Vulnerability Study and RMS Strategies
 - Integration and Coordination
 - Climate, Finance, Impacts and Benefits, Plan Performance and Monitoring
- b. The RWMG will provide comments on administrative drafts chapters and direct them to Workgroups for review and comment. All comments will be directed to the District. The District will direct the incorporation of comments into a final draft Plan chapter.

Deliverables: Presentation of administrative draft Plan chapters to the RWMG and Workgroups for review and comment.

Subtask 6.3: Prepare the Draft Plan

The objective of this subtask is to provide the RWMG, the Workgroups, Stakeholders and the public with a timely draft of the Plan.

Actions: An administrative Draft Plan will be prepared, incorporating comments received from the RWMG and Workgroups in Task 6.2.

Deliverables: Administrative Draft Plan.

Subtask 6.4: Present Draft Plan to the RWMG

The objective of this subtask is to start the public release of the final draft Plan and to notify the public of the public comment process and schedule.

Actions:

- a. The RWMG receives and reviews the Administrative Draft Plan. The RWMG provides comments and directs future steps during a RWMG Meeting.
- b. The RWMG will release the Draft Plan to the public, providing notice of availability and posting on the Plan website. The RWMG will host two public hearings, to be scheduled by the District, to solicit and accept public comment. The public comment period will run for 30-45 days.
- c. The RWMG receives and reviews the Draft Plan public availability notices and schedule for the two public hearings and the written comment period. The RWMG provides comments and directs future steps.
- d. The RWMG directs the District to post the final Draft Plan on the website with the public comment notices.

Deliverables: Draft Plan's public hearing schedule, public notices, and the public comment process and comment deadlines.

Subtask 6.5: Conduct Two Public Hearings on Draft Plan

Actions:

- a. The RWMG conducts two Public Hearings on the Draft Plan at a RWMG Meeting.
- b. The RWMG directs that all comments be sent to the District. The RWMG directs the District on the incorporation of comments into the final Plan

Deliverables: Hearing notices, agendas, sign in sheets, and summaries of comments received from the hearings are uploaded to DWR.

Subtask 6.6: Present Final Plan to the RWMG for Adoption and Posting on the Website

Action: RWMG Adoption of the Final Plan will be scheduled for a RWMG Meeting. The RWMG adoption action and the Final Plan will be posted on the website

Deliverable: The RWMG adoption and the Final Plan is uploaded to DWR.

Subtask 6.7: Present the Final Plan to the MOU Entities and Agencies for Adoption.

The objective of this subtask is to provide the Final Plan to the MOU entities and agencies for adoption

Action: Provide the Final Plan to the MOU entities and agencies for adoption. Post the Final Plan adoption signatures on the website.

Deliverable: The list of entities and agencies provided with the final Plan and the letter requesting Plan adoption will be uploaded to DWR.

Task 7: Grant Administration

The objective of this Task is to accomplish grant invoicing, cost and match allocation and accounting, and to ensure the preparation and submittal of monthly reports, the final report, and other necessary communications in a timely and cost-efficient manner.

Actions: The District directs the following administrative actions: preparing and gathering information for grant administration, tracking when grant deliverables are due (e.g., invoices, progress reports, draft and final IRWM Plan); maintaining electronic files of the deliverables, maintaining and updating the overall project schedule, tracking of matching costs including in-kind services and compiling and archiving supporting documentation for invoice preparation.

Deliverables: Progress reports, invoices and other administrative documents.

Manage Grant Administration

Administer the grant in a timely and cost-efficient manner under the direction of the District.

Action: The District will oversee the following activities:

- Managing County staff and the Consultant Team
- Coordinating with the RWMG
- Reviewing the work task products, and monitoring other planning activities
- Monitoring progress in completing grant milestones, and complying with the grant schedule, and the grant budget
- Overseeing Plan chapter development and overall Plan development
- Preparing the Draft and Project Completion Final Reports.

The District provides periodic grant management updates to the RWMG and transmits the Project Completion Report to DWR.

Deliverable: Final Project Completion Report.

Prepare DWR Invoices

Actions: The District will oversee:

- Preparing invoice spreadsheet form provided by DWR with costs for the specific time period for the invoice.

- Preparing tracking by task/sub-task for consultants and facilitator efforts as well as in-kind services provided by the RWMG and stakeholders.
- Preparing back-up documentation (e.g., pay stubs to document labor/overhead rates, etc.) to support the invoice.
- Reviewing back-up documentation for subcontractor invoices for consistency with the work task scope, schedule/time period.
- Reviewing completeness of the documentation for in-kind services.

Deliverables: Invoicing will occur monthly. All invoices will include an accompanying progress report for work accomplished during the invoice time period.

EXHIBIT B

Fee Schedule

Funding for this Agreement is derived from that certain grant agreement entitled "Agreement between the State of California Department of Water Resources and Plumas County Flood Control and Water Conservation District, Agreement No. 460001066 Integrated Regional Water Management (IRW) Planning California Public Resources Code §75026 et seq." dated February 11, 2014, (the Grant Agreement), which is made a part of this Agreement by this reference. Payments to Contractor under this Agreement are due and payable within thirty (30) days after the District receives reimbursement from the State of California, Department of Water Resources, for the services rendered by Contractor. Payments to Contractor are also subject to the ten percent (10%) retention provided at Exhibit "C" and paragraph D.50 of the Grant Agreement. Contractor shall only bill for services that are reimbursable pursuant to the terms of the Grant Agreement.

Compensation shall not exceed \$605, 718.00 for work under this contract.

Contractor shall submit an invoice to District for each calendar month in which services are provided.

 COUNTY INITIALS

CONTRACTOR INITIALS _____