

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JUNE 14, 2016 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) ALCOHOL & OTHER DRUG SERVICES

Approve and authorize the Chair to sign Service Agreements with Alcohol and Other Drug Residential Treatment Facilities for FY 2016-2017 of \$75,000 each (Community Recovery Resources; Hilltop Recovery Services; Empire Recovery Center; BHC Health Services of Nevada dba West Hills Hospital; Skyway House, LLC; and Progress House); approved as to form by County Counsel

B) SHERIFF

Approve and authorize the Chair to sign contract between County of Plumas and Architectural Resources Group, Inc. for historical review of the Dyer Mountain Lookout pursuant to special use application being considered by the Sheriff's Department; approved as to form by County Counsel

C) MENTAL HEALTH

Approve and authorize the Chair to sign Addendum to Contract between County of Plumas and Vista Pacifica Enterprises increasing the contract amount by \$50,000 due to ongoing client hospitalization; approved as to form by County Counsel

D) PUBLIC WORKS

Award contract to Converse Construction, Inc. of Redding, CA not to exceed \$37,000 for the electrical upgrade project at the Public Works Maintenance Yard, Quincy

E) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign Certificates of Compliance for the MediCal Cost Avoidance Program and the County Subvention Program for FY 2016/2017 from the California Department of Veterans Affairs
- 2) Adopt **RESOLUTION** to accept and authorize the Director of Public Health to sign Agreement Number 15-11020 from the California Department of Public Health, Safe and Active Communities Branch (SACB) for the Prescription Drug Overdose Prevention Grant
- 3) Approve and authorize the Chair to sign Agreement Amendment Number PCPHA2016ELLIS-1 with Ellis Planning Associates, Inc. of \$16,166 for development of a strategic plan
- 4) Approve and authorize the Chair to sign letter in support of Plumas County Public Health Agency to pursue National Public Health Accreditation

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Flood Control & Water Conservation District Governing Board

2. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Randy Wilson

- A. Approve the attached Amendment to the Grant Agreement between the Department of Water Resources and the Plumas County Flood Control and Water Conservation District, shifting \$30,000 of funds from personnel services to professional and consulting services to perform a Groundwater Pollution Vulnerability Study for the IRWM plan update and extend the Proposition 84 Grant Agreement completion date to October 4, 2016, and authorize the Co-Manager of the Plumas County Flood Control and Water Conservation District to sign the Amendment; discussion and possible action
- B. Discussion and consideration of approval of an amendment to the Professional Services Agreement Uma Hinman Consulting, adding \$30,000 to the Agreement from funds in the Proposition 84 Grant Agreement to perform a Groundwater Pollution Vulnerability Study for the Integrated Regional Water Management (IRWM) plan, extending the Agreement to October 4, 2016, and authorize the Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District to sign; discussion and possible action

Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors

3. BOARD OF SUPERVISORS

Presentation of *Certificate of Appreciation and Recognition* of Patrick Bonnett, Assistant Risk Manager/Safety Officer thanking him for his years of service to the citizens of Plumas County and wishing him a well deserved retirement

4. DEPARTMENTAL MATTERS

A) PLANNING – Randy Wilson

- 1) Approve contract in the amount of \$19,143 with Kristi Jamason for professional services, waving the liability insurance and workman's compensation requirements, to perform Task 5.3 (coordinate development of groundwater management scenarios with the Upper Middle Fork Project), of the Sierra Valley Well Assessment and Basin Management Project contained with the Proposition 50 Grant Agreement between Plumas County and the Department of Water Resources, and authorize the Plumas County Planning Director to sign the contract amendment; discussion and possible action
- 2) Approve the attached amendment to the existing contract with Uma Hinman Consulting for invoicing services for the Prop 50 Grant Agreement between Plumas County and the Department of Water Resources and authorize the Plumas County Planning Director to sign the contract amendment; discussion and possible action

B) FAIR – John Steffanic

Approve budget transfer of \$7,000 from 20190/51110 Compensation Insurance to 20190/51020 Other Wages to cover costs of extra-help during the summer months; discussion and possible action

C) **AUDITOR/CONTROLLER** – Roberta Allen

- 1) Approve Supplemental Budget of \$45,000 in Department 20020 General Services, revenue account 44010, and approve appropriation budget increase of \$45,000 in expenditure account 521900 Professional Services for receipt of unanticipated revenue; **four/fifths required roll call vote**; discussion and possible action
- 2) Approve Budget Transfer in Department 20020 General Services of \$30,000 from expenditure account 52190 Litigation to 521900 Professional Services; discussion and possible action
- 3) Authorize Auditor Controller to make year-end budget transfers of \$5,000 or less as needed to zero out negative line item balances, and when there is no impact on overall budget of the department; discussion and possible action
- 4) Adopt **RESOLUTION** adopting FY 2016-2017 Proposition 4 Appropriation Limits (GANN limit) for Plumas County; Quincy Lighting District; CSA No. 11 (Ambulance); and Beckwourth CSA. **Roll call vote**

D) **SOCIAL SERVICES** – Elliott Smart

- 1) Approve and authorize the Director of Social Services to sign Contract of \$43,450 between County of Plumas and University of California Davis for professional training services to be provided to the Department of Social Services Eligibility and Employment and Training staff; and authorize the Department of Social Services to execute an extension of the Agreement at the end of the approved term for an additional twelve month period; approved as to form by County Counsel; discussion and possible action
- 2) Approve the purchase of a 2016 Ford Explorer at a cost of \$37,143.55 from Quincy Auto Company waiving the competitive bidding process; authorize the Director of Social Services to sign all necessary documents; approve budget transfer of \$200 from 70590-520902 Vehicle Maintenance to 70590-541501 Vehicle 4x4 to cover costs; and further authorize the Director of Social Services to execute the necessary documents for removal of a fixed asset (totaled 2015 Ford Explorer); discussion and possible action

E) **COUNTY COUNSEL** – Craig Settlemyre

Authorize County Counsel to assign the Paralegal/Office Manager/Small Claims Advisor to work an alternating 4-10 hour work schedule; discussion and possible action

5. **BOARD OF SUPERVISORS**

- A. 11:15 **PUBLIC HEARING**: Pursuant to Ordinance No. 16-1100 regarding “Outdoor Festivals”, consider application received for outdoor music festivals to be held in Belden Town:
 - “For the Funk of It” Music Festival – August 12th through August 14th, 2016 (Spencer Rouse, Applicant)
- B. Approve and authorize the Chair to sign employment agreement between County of Plumas and Erin Metcalf, Chief Probation Officer, effective June 20, 2016; discussion and possible action
- C. Adopt **RESOLUTION** in Support of University of California Cooperative Extension Forestry and Natural Resources Advisor Position Assignment to Plumas and Sierra Counties. **Roll call vote**
- D. Discussion and possible action regarding reorganization of Mental Health and Alcohol and Drug departments into a Department of Behavioral Health:
 - Pending the transition of Mental Health and Alcohol and Other Drug Services departments to a department of Behavioral Health, effective June 20, 2016 the Department of Mental Health and the Alcohol and Other Drug Services Department shall operate under the overall direction of Wilson Robert Brunson, Behavioral Health Director
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

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

6. BOARD OF SUPERVISORS

- A. Report and update by Susan Scarlett, Budget Consultant on the FY 2015-2016 Budget and year-to-date actuals; discussion and possible action
- B. Report and update by Susan Scarlett, Budget Consultant on the FY 2016-2017 Budget; discussion and possible action

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (c) of Government Code section 54956.9 (one case)
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Amy Granat, et al., Plaintiffs, v. United States Department of Agriculture, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:15-cv-00605 MCE-DAD (Plumas National Forest Travel Management Plan)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 21, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.



ALCOHOL AND OTHER DRUG SERVICES

270 County Hospital Road, Suite 109, Quincy, CA 95971
Treatment (530) 283-7050 Prevention (530) 283-6118
Louise Steenkamp, AOD Administrator
<http://bit.ly/PlumasCountyAOD>

1A

Date: June 2, 2016

To: Honorable Board of Supervisors

From: Louise Steenkamp, AOD Administrator

Agenda: Agenda Item for June 14, 2016, BOS meeting

Item Description: Request for approval and authorization to sign Service Agreements with Alcohol and Other Drug Residential Treatment Facilities for fiscal year 2016-2017

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign Agreements for fiscal year 2016-2017, for Alcohol and Other Drug Residential Treatment services. Services will be provided by the following facilities in a *Not to Exceed* amount of \$75,000 per each provider, as follows:

1. Community Recovery Resources, a California non-profit corporation
2. Hilltop Recovery Services, a California non-profit corporation
3. Empire Recovery Center, a California non-profit corporation
4. BHC Health Services of Nevada, Inc. dba West Hills Hospital, a Nevada corporation
5. Skyway House, LLC, a California corporation
6. Progress House, a California non-profit corporation

Background Information: In accordance with the Substance Abuse Prevention and Treatment (SAPT) program requirements established by the California Department of Health Care Services/Mental Health and Substance Use Disorders division, Plumas County Alcohol and Other Drug Services (AOD) include residential treatment for alcohol and substance abuse. SAPT allowable treatment services are for short-term recovery (up to 30 days) and long-term recovery (30 to 90 days). There are no in-county facilities that provide residential treatment services and, therefore, Plumas AOD contracts with out-of-county facilities for these services. AOD certified counselors refer consumers to residential services based on their individual assessments and appropriate level of care.

Agreements are approved as to form by County Counsel. Copies of the agreement are on file with the Clerk of the Board for review.

Thank you.



GREGORY J. HAGWOOD
SHERIFF/CORONER

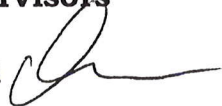
Office of the Sheriff

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

1B

DATE: June 1, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory Hagwood 

RE: Agenda Item for the meeting of June 14, 2016

Recommended Action:

Review and authorize the Board Chair to sign the attached contract with Architectural Resources Group, Inc. for a historical review of the Dyer Mountain Lookout pursuant to a special use application being processed by the Sheriff's Office.

Background and Discussion:

The Sheriff Office has been working with the USFS- Lassen National Forest for a number of years to secure a special use permit to construct a communications site on Dyer Mountain. As the permit process has progressed, there are now requirements issued by the USFS to complete a historical review of the Dyer Mountain Lookout. This review, along with other associated documentation from the USFS, will be put together to create a National Environmental Policy Act (NEPA) study that is a requirement for the special use permit process to move forward. Essentially this contract and associated work is the next step in the process.

The USFS provided a list of firms they would accept the report from. The Sheriff's Office provided each business or entity on that list with a request for proposal outlining the work necessary. Architectural Resources Group was the only respondent that supplied a final proposal.

PLUMAS COUNTY MENTAL HEALTH

270 County Hospital Road, Suite 109, Quincy, CA 95971
PH: (530) 283-6307 FAX: (530) 283-6045



MEMO

DATE: June 6, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: LOUISE STEENKAMP, INTERIM DIRECTOR *LS*

SUBJECT: CONSENT AGENDA ITEM FOR JUNE 14, 2016

RE: APPROVE AND AUTHORIZE ADDENDUM TO CONTRACT BETWEEN
PLUMAS COUNTY MENTAL HEALTH AND VISTA PACIFICA ENTERPRISES,
INC.

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and authorize the FY2015-2016 addendum to the contract for Vista Pacifica Enterprises, Inc., which has been approved as to form by County Counsel.

BACKGROUND AND DISCUSSION: Vista Pacifica Enterprises has been in contract with Plumas County Mental Health. Vista Pacifica Enterprises provides psychiatric hospitalizations and services for Mental Health on an "as needed" basis. This addendum is needed due to ongoing client hospitalization.

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

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the June 14, 2016 meeting of the Plumas County Board of Supervisors

June 6, 2016

To: Honorable Board of Supervisors

From: Robert A. Perreault, Jr., Director of Public Works

A handwritten signature in black ink, appearing to read "Robert A. Perreault, Jr.", with a stylized flourish at the end.

Subject: Award Contract to Converse Construction, Inc. of Redding, CA, in an Amount Not-to-Exceed \$37,100 for the Electrical Upgrade Project at the Public Works Maintenance Yard in Quincy, CA.

Background:

The Plumas County Department of Public Works requested proposals for electrical work at the Quincy Maintenance Yard, located adjacent to the Public Works Headquarters Building, 1834 East Main Street, Quincy, CA 95971.

The purpose of the project is to make all electrical improvements necessary to meet the electrical needs for a future new unleaded/diesel fuel tank and pump system that would be premanufactured above ground tank on skids, to be later installed (by others). Project work was to include all necessary materials, labor and equipment for upgrading the electrical service for the new aboveground diesel/unleaded fuel tank and pump system.

On April 7, 2016, Public Works received two (2) submittals in response to its RFP.

The Director of Public Works appointed a Project Selection Committee. The committee consisted of: Associate Engineer John Mannle, Engineering Technician II Rob Thorman, Associate Engineer Jerry Blinn, Shop Supervisor Eric Braswell and Deputy Director Joe Blackwell.

The Committee completed its work with a recommendation that Converse Construction, Inc. be selected as the company to perform the requested work. In addition, the Committee recommended unanimously Option 2- provide power from the PG&E electrical feed from the old Public Works office located adjacent to the entrance gate and would include the addition of an automatic start backup generator and an automatic switchover switch.

The Project Agreement with Converse Construction, Inc. is not-to-exceed amount of \$37,170 and is in accordance with Plumas County Purchasing Policy. The Project Agreement is in a form acceptable to County Counsel and its terms and conditions are acceptable to the Contractor.

CONSENT AGENDA REQUEST

For the June 14, 2016 meeting of the Plumas County Board of Supervisors

Contract for Electrical Upgrade Project at the Public Works Maintenance Yard in Quincy, CA

Page 2 of 2

A complete copy of the proposed Project Agreement, including all exhibits, is attached.

Funding for the upgrade of the existing fuel tanks and fueling facilities within the Plumas County Maintenance Yard in Quincy for transit bus use is provided to the Department of Public Works by the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) under the approval of Plumas County Transportation Commission Resolution # 11-24.

Recommendation:

That the Board of Supervisors adopt a motion that authorizes the Chair of the Board of Supervisors and the Director of Public Works to execute the Project Agreement with Converse Construction, Inc. in the base amount of \$37,100 to complete the necessary electrical improvements in the Quincy Maintenance yard for the future pump/tank system.

Attachment



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1E1

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

☐ Administration & Health Education

Suite 206

Quincy, CA 95971

(530) 283-6337

(530) 283-6425 Fax June 6, 2016

☐ Clinic & Nursing Services

Suite 111

Quincy, CA 95971

(530) 283-6330

(530) 283-6110 Fax

☐ Senior Nutrition & Transportation

Suite 206

Quincy, CA 95971

(530) 283-3546

(530) 283-6425 Fax

☐ Veteran's Services Office

Suite 206

Quincy, CA 95971

(530) 283-6275

(530) 283-6425 Fax

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for June 14, 2016

Description/Recommendation: Approve and authorize the Chair to sign the Certificates of Compliance for the MediCal Cost Avoidance Program and the County Subvention Program for FY 2016/2017 from the California Department of Veterans Affairs.

Background Information: The State of California, through the California Department of Veterans Affairs (CDVA) provides funds of the current Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

This revenue is generated through three State implemented programs: County Subvention, Medi-Cal Cost Avoidance (MCCA) and the Veterans Service Office Fund (VSOF), and are distributed through the California Department of Veterans Affairs. As all fifty-eight Counties participate equally in these revenue programs, actual revenue per County can fluctuate dramatically from year to year depending on the workload and other factors of each office during each reporting period.

Subvention Funding is a constant fund to all participating counties on a pro rate basis. This allocation is based on the overall State Workload of all County Veterans Service Offices, and stable allocations, one to assist with covering the administrative costs of running the office.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

Veterans Service Officer Funds are distributed to each county based on Net County Cost of the County Veterans Service Office. This funding is derived from sale of special veteran's license plates.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
---	---	---	---

Date: May 16, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for June 14, 2016

Recommendation: Approve a Resolution to accept and authorize the Director of Public Health to sign Agreement Number 15-11020 from the California Department of Public Health, Safe and Active Communities Branch (SACB) for the Prescription Drug Overdose Prevention Grant.

Background Information: The California Department of Public Health, Safe and Active Communities Branch (SACB) have awarded Public Health funding for Prescription Drug Overdose Prevention in the amount of \$90,000.00 for the period of April 1, 2016 through June 30, 2018.

Plumas County currently has the highest rate of prescription related opiate overdose in the state. Lassen County ranks number three. A close analysis of death certificates shows this rate steadily increasing over the last ten years. The California HealthCare Foundation, an agency that informs policymakers and invests in innovations to create a more responsive, patient-centered health care system, offered one-time funding to support the creation of an Opiate Safety Coalition. Plumas County Public Health Agency, along with hospital, behavioral health and law enforcement partners from Plumas, Sierra and Lassen Counties have prepared a Coalition. The coalition will identify activities within three defined federal priority areas to reduce the number of preventable deaths from opiate overdose and misuse. These areas include: improving prescribing practices, increasing access to medication assisted treatment, and increasing access to the life-saving opiate antagonist medicine naloxone through first responder, community program and pharmacy partnership.

A copy of the Resolution is attached for your review.

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

RESOLUTION NO. 16-_____

RESOLUTION TO ACCEPT AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN AGREEMENT NUMBER 15-11020, FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, SAFE AND ACTIVE COMMUNITIES BRANCH (SACB) FOR PRESCRIPTION DRUG OVERDOSE PREVENTION GRANT.

WHEREAS, The California Department of Public Health, Safe and Active Communities Branch has awarded Plumas County Public Health Agency the amount of \$90,000 for Prescription Drug Overdose Prevention activities, and

WHEREAS, the California Department of Public Health, Safe and Active Communities Branch issued Agreement Number 15-11020 to PCPHA to provide Prescription Drug Overdose Prevention services through June 30, 2018, and

WHEREAS, the purpose of this Agreement is to improve prescribing practices, increased access to medication assisted treatment, and increased access to the life-saving opiate antagonist medicine naloxone through first responder, community program and pharmacy partnership.

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

1. Accept Agreement Number 15-11020, from the California Department of Public Health through June 30, 2018.
2. Authorize the Director of Public Health to sign Agreement Number 15-11020 from the California Department of Public Health, Safe and Active Communities Branch (SACB) for the Prescription Drug Overdose Prevention Grant, and to take any actions or execute any documents necessary to implement this Agreement.

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 14th day of June 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1E3

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
---	---	---	---

Date: June 6, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for June 14, 2016

Item Description/Recommendation: Approve and direct the Chair to sign Agreement Amendment Number PCPHA2016ELLIS-1 with Ellis Planning Associates, Inc., in the amount of \$16,166.00

Background Information: As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

A Copy of the agreement is on file with the Clerk of the Board for your review.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

164

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
---	---	---	---

Date: May 16, 2016

To: Honorable Board of Supervisors


From: Mimi Khin Hall

Agenda: Item for June 14, 2016

Recommendation: Approve and direct the Chair to sign a letter to support the efforts of the Plumas County Public Health Agency to pursue National Public Health Accreditation.

Background Information: Plumas County Public Health Agency is in the process of seeking National Public Health Accreditation by the Public Health Accreditation Board (PHAB) and is requesting a letter of support in this effort. The accreditation process consists of the adoption of a set of standards, a process to measure health departments' performance against those standards, and recognition for those departments that meet the standards. Accreditation will drive Plumas County Public Health Agency to continuously improve the quality of our public health practice and performance, as we work to promote and protect the health of our community.

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



June 6, 2016

Public Health Accreditation Board
1600 Duke Street, Suite 200
Alexandria, VA 22314

To Whom It May Concern:

The Plumas County Board of Supervisors is pleased to offer this letter of support for Plumas County Public Health Agency in seeking National Public Health Accreditation by the Public Health Accreditation Board (PHAB).

The accreditation process consists of the adoption of a set of standards, a process to measure health departments' performance against those standards, and recognition for those departments that meet the standards. Accreditation will drive Plumas County Public Health Agency to continuously improve the quality of our public health practice and performance, as we work to promote and protect the health of our community.

Chair, Plumas County Board of Supervisors

JA



PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

DATE: June 14, 2016

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

FROM: Randy Wilson, Plumas County Planning Director and Co-Chair of the Plumas County Flood Control and Water Conservation District

RE: Discussion and consideration of approval of an amendment to the Professional Services Agreement with Uma Hinman Consulting adding \$30,000 to the Agreement from funds in the Proposition 84 Grant Agreement to perform a Groundwater Pollution Vulnerability Study for the Integrated Regional Water Management (IRWM) plan; extending the Agreement to October 4, 2016; and authorize the Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District to sign.

Background

The District Board approved a Grant Agreement with DWR for Prop 84 funds to update the Integrated Regional Water Management (IRWM) plan on February 11, 2014. The District Board entered into a Professional Services Agreement with Uma Hinman Consulting on June 3, 2014, for professional services to assist the District in updating the IRWM plan. The Professional Services Agreement will expire on June 30, 2016. The IRWM plan is not yet finished. The IRWM plan is near completion and is expected to be completely done by October 4, 2016.

A Groundwater Pollution Vulnerability Study is a part of the work program in the Prop 84 Grant Agreement under Task 1.3. When the Grant Agreement was approved part of the work was to be done by the Plumas County Department of Environmental Health at a budget of \$30,000. The Department of Environmental Health is unable to perform this study due to workload. Uma Hinman Consulting, the prime consultant for the IRWM plan update, is able to perform this study. This amendment to the Professional Services Agreement with Uma Hinman Consulting will allow the firm to complete the Groundwater Pollution Vulnerability Study for the IRWM plan update.

The Professional Services Agreement will expire on June 30, 2016. The proposed extension of the Agreement will extend the term of the Agreement until October 4, 2016. Additional time is needed to finish the update of the IRWM plan and to update the IRWM plan to the most up to

date standards available (Proposition 1). The original Grant Agreement provided the IRWM plan be updated to Proposition 84 standards.

An amendment to the Proposition 84 Grant Agreement with the Department of Water Resources is required to address the additional time needed to complete the IRWM plan update and to shift \$30,000 in funds from personnel services to professional services to complete the Groundwater Pollution Vulnerability Study. This amendment is another item on the same agenda as this item for the District Board to consider.

Actions for Consideration

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

- 1) Approve amendment to the Professional Services Agreement with Uma Hinman Consulting adding \$30,000 to the Agreement from funds in the Proposition 84 Grant Agreement to perform a Groundwater Pollution Vulnerability Study for the Integrated Regional Water Management (IRWM) plan; extend the Agreement to October 4, 2016; and authorize the Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District to sign.

Attachment:

Amendment to Professional Services Agreement between the Plumas County Flood Control and Water Conservation District and Uma Hinman Consulting

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND UMA HINMAN CONSULTING

This First Amendment to Agreement ("Amendment") is made on June 14, 2016, between the PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California ("DISTRICT"), and Uma Hinman Consulting ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. The PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT and UMA HINMAN CONSULTING have entered into a written Agreement dated June 3, 2014, (the "Agreement"), in which UMA HINMAN CONSULTING agreed to provide professional services to update the Integrated Regional Water Management Plan for the Plumas County Flood Control and Water Conservation District.
 - b. Because of the need to extend the time to complete the update of the Integrated Regional Water Management Plan and the need to shift grant funds, identified in the Proposition 84 grant agreement from personnel services to professional and consulting services, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 1 is amended to read as follows: **Scope of Work**. Contractor shall provide the County with services as set forth in revised Exhibit A, attached hereto.
 - b. Paragraph 2 is amended to read as follows: **Compensation**. District shall pay Contractor for services provided to District pursuant to this Agreement in the manor set forth in Exhibit B, attached hereto. The total amount paid by the District to Contractor under this Agreement shall not exceed Six Hundred Thirty Five Thousand, Seven Hundred and Eighteen Dollars (\$635,718).
 - c. Paragraph 3 is amended as follows: **Term**. The term of this agreement shall be from June 3, 2014 through October 4, 2016, unless terminated earlier as provided herein.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated June 3, 2014, shall remain unchanged and in full force and effect.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

IN WITNESS WHEREOF, this First Amendment of Agreement dated June 14, 2016 has been executed as of the date set forth below.

Contractor:

County:

Uma Hinman Consulting, a sole proprietorship

Plumas County

Name: Uma Hinman

Title: Owner/Environmental Planner

Date signed:

Name: Randy Wilson

Title: Planning Director, County of Plumas

Date Signed

Approved as to form:



R. Craig Settlemyre

Plumas County Counsel

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

CONTRACT AMENDMENT SCOPE OF SERVICES

Community Vulnerability Study

The Community Vulnerability Assessment will study well vulnerability for selected disadvantaged communities (DACs) in the Upper Feather River Basin. The study will assess nitrate pollution risks to municipal and domestic drinking water in high groundwater table areas with septic systems and agricultural livestock production.

Uma Hinman Consulting will subcontract with Plumas GeoHydrology to prepare the Community Vulnerability Study.

The objectives of this study are to:

- (1) Apply the “DRASTIC” approach which was used in American Valley in the 1990s, with lessons learned from that application, to identify up to 8 DAC communities, in the UFR Basin based on their groundwater well vulnerability to nitrate pollution. “Vulnerability” will be determined by the availability of existing information on soils, geology, and available well data on groundwater levels and other groundwater “risk” characteristics.
- (2) Based on an assessment of existing data, propose an approach for narrowing the candidate DAC communities from 8 communities to 4-6 communities.
- (3) Propose conducting a full assessment for 4-6 Disadvantaged Communities (DACs) in consultation with the IRWM Consultant team and including input from Plumas and Sierra Counties Environmental Health staff obtained by the IRWM Consultant Team
- (4) Conduct the DRASTIC assessment for 4-6 DAC communities.
- (5) Using DRASTIC results, other relevant information, and professional judgement, determine the vulnerability of domestic and municipal groundwater wells in 4-6 DAC communities.
- (6) Develop Draft Report and solicit comments. Incorporate comments in coordination with the IRWM Consultant Team.
- (7) Be available to present the Study results to the RWMG and/or to communities as requested by the Consultant Team.
- (8) Work with the IRWM Consultant Team to incorporate the assessment of vulnerable groundwater dependent communities and/or households into the UFR IRWM Plan and into the project identification and development process for the Plan

TASK 1: Assessing and Prioritizing Well Vulnerability Study Candidate DAC Communities

Out of an initial group of six severely disadvantaged DAC's (Clio, Cromberg, Delleker, Sierra Brooks, Calpine, Sierraville) and two additional DAC communities (Loyalton, and Chilcoat-Vinton); coordinate with the IRWM Consultant Team on outreach to potential DAC Well Vulnerability Study candidates based on the following criteria in addition to DAC status:

1. High groundwater water tables and aquifer permeability and porosity factors
2. The availability of groundwater, soils, and aquifer geology data for the candidate communities.
3. Potential risks from nitrate sources such using criteria such as density and proximity of septic leach fields and livestock tin the vicinity of domestic and municipal wells.

Note: The IRWM Consultant Team will be conducting targeted outreach to up to eight of the “candidate” Well Vulnerability Study DAC Communities: the Severely Disadvantaged Communities of Clio, Cromberg, Delleker, Sierra Brooks, Calpine, Sierraville and potentially the two additional DAC communities of Loyalton, and Chilcoot-Vinton,

The following tasks will be conducted for up to eight of the candidate DAC communities by the IRWM Consultant Team members who will:

- A. Interview targeted DAC community members or representatives. Targeted DAC community members or representatives will be contacted up to three times, if needed, to gather information, especially with regard to DAC groundwater quality or supply information, needs, priorities, and on the status of current or planned well protection efforts or projects.
- B. Conduct up to four site meetings with groundwater-dependent DAC households and/or communities that may be needed to obtain additional information, or to reach and serve the needs of those unable to attend the bi-monthly RWMG meetings or the Municipal Services Workgroup meetings. Meeting may be needed to present DRASTIC Study results to County staff or to community members or representatives.
- C. Assist DACs with updating or developing Project needs for consideration in the IRWM Plan and DAC needs and projects identification process.
- D. Continue to provide DACs through the Municipal Services and Tribal Advisory Committee and through targeted outreach to candidate well vulnerability study DAC Communities with technical resources through the Well Vulnerability Study to develop additional projects or to further develop existing Projects for inclusion in the IRWM Plan’s DAC and Tribal Projects list.

TASK 2: Mapping Groundwater Pollution Potential

Provided there are sufficient data, a semi-quantitative assessment of aquifer contamination risk will be applied to four to six communities selected from the eight candidate communities identified above. The four to six communities and the study area boundaries for the DRASTIC for each study community will be selected in coordination with the IRWM Consultant team. The selected community well vulnerability study areas will be assessed using the DRASTIC methodology, which was developed by the National Ground Water Association (NGWA) in the 1980's. DRASTIC provides a numerical rating of pollution potential based on the most pertinent hydrogeologic factors to determine an area's vulnerability to ground water contamination.

Deliverables

A final report will be prepared for the "Community Vulnerability Study", which will contain at least:

- 1. Lessons learned from applying DRASTIC to the DAC communities of Quincy and East Quincy.
- 2. Technical assessment of the hydrogeologic setting of each selected outreach DAC, including aquifer vulnerability, known sources of nitrate pollution and potential (suspected) sources.
- 3. The Community selection process and the list of selected communities.
- 4. DRASTIC maps to show each selected DAC’s vulnerability to ground water contamination.

Budget

Work shall not exceed \$30,000.

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 \$635, 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 _____

2B



PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

DATE: June 14, 2016

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

FROM: Randy Wilson, Plumas County Planning Director and Co-Chair of the Plumas County Flood Control and Water Conservation District

RE: Discussion and consideration of approval of an amendment to the Proposition 84 Grant Agreement to update the Integrated Regional Water Management Plan (IRWM) between the Department of Water Resources (DWR) and the Plumas County Flood Control and Water Conservation District (District) regarding shifting of funds from personnel services to professional and consulting services to perform a Groundwater Pollution Vulnerability Study for the IRWM plan update and extend the Proposition 84 Grant Agreement completion to October 4, 2016.

Background

The District Board approved a Grant Agreement with DWR for Prop 84 funds to update the IRWM plan on February 11, 2014. The District Board entered into a Professional Services Agreement with Uma Hinman Consulting on June 3, 2014 for professional services to assist the District in updating the IRWM.

The Groundwater Pollution Vulnerability Study is a part of the work program in the Prop 84 Grant Agreement under Task 1.3. When the Grant Agreement was approved part of the work was to be done by the Plumas County Department of Environmental Health at a budget of \$30,000. The Department of Environmental Health is unable to perform this study due to workload. Uma Hinman Consulting, the prime consultant for the IRWM plan update is able to perform this study. This amendment to the Proposition 84 Grant Agreement shifts funds from personnel services (Plumas County) to professional services and consulting services

such that the Groundwater Pollution Vulnerability Study can be completed for the IRWM plan update.

The Proposition 84 Grant Agreement expired on June 4, 2016. The proposed amendment to the Grant Agreement will extend the expiration date until October 4, 2016. Additional time is needed to finish the update of the IRWM plan, to update the IRWM plan to the most up to date standards available (Proposition 1). The original Grant Agreement provided the IRWM plan be updated to Proposition 84 standards.

An amendment to the Professional Services Agreement with Uma Hinman Consulting is required to address the additional time needed to complete the IRWM plan update and to include an additional \$30,000 to complete the Groundwater Pollution Vulnerability.

Actions for Consideration

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

- I. Approve the attached Amendment to the Grant Agreement between the Department of Water Resources and the Plumas County Flood Control and Water Conservation District, shifting \$30,000 of funds from personnel services to professional and consulting services to perform a Groundwater Pollution Vulnerability Study for the IRWM plan update and extend the Proposition 84 Grant Agreement completion date to October 4, 2016, and authorize the Co-Manager of the Plumas County Flood Control and Water Conservation District to sign the Amendment.

Attachment:

Amendment Number 1 to the Grant Agreement between the Plumas County Flood Control and Water Conservation District and the Department of Water Resources

Grant Agreement 4600010066, Amendment 2

**State of California Natural Resources Agency
Department of Water Resources**

**Agreement Between The State of California
Department of Water Resources
and Plumas County Flood Control and Water Conservation District
Under the Integrated Regional Water Management (IRWM) Planning California Public
Resources Code §75026 et seq**

The following modifications shall be made:

1. Exhibit C, Project Budget

Shift \$30,000 from Personnel Services to Professional & Consulting Services and correct total for Personnel Services to \$34,220.

2. Exhibit A – Project Work Plan

Add the following text to the introductory paragraph.

An updated version of the IRWM plan standards was released in draft form during the development of the plan chapters included within this agreement. The final Upper Feather River IRWM Plan will include evaluation of the most up-to-date standards available from DWR at the time of completion.

3. Modify Page 1 Paragraph 2, Term of Agreement

Change the termination date of the agreement from June 4, 2016 until October 4, 2016.

4. Exhibit B, Project Schedule

Extend project timeline and final completion date to October 4, 2016.
See attached revised schedule.

5. Modify Page 1 Paragraph 4, Grantee Cost Share

Correct formatting so that this paragraph is numbered 4 and the following paragraphs on pages 1-5 are renumbered accordingly.

All other terms and conditions of the agreement will remain the same.

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

STATE OF CALIFORNIA,
DEPARTMENT OF WATER RESOURCES

COUNTY OF PLUMAS

Tracie Billington, P.E., Chief
Financial Assistance Branch
Division of Integrated
Regional Water Management

Randy Wilson
Plumas County Planning Director

Date: _____

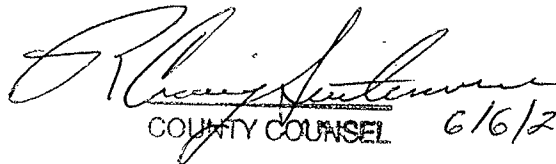
Date: _____

Approved as to legal form and sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date: _____

Approved as to form:



COUNTY COUNSEL 6/6/2016

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, AGREEMENT NO. 4600010066
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLANNING CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, hereinafter called "State," and Plumas County Flood Control and Water Conservation District, a county, hereinafter called "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee for the purpose of developing or completing a new, or updating an existing IRWM plan, or to develop, complete, or modify a component of an IRWM plan so that the IRWM plan meets the IRWM Plan standards set forth in the IRWM Program Guidelines dated August 2010.
2. TERM OF AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on ~~June~~ October 4, 2016, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable under this Grant Agreement shall not exceed \$679,657. Of this grant amount not less than \$58,682 shall be expended to facilitate and support the participation of disadvantaged communities in the IRWM planning effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs of the project are estimated to be \$917,146. Grantee agrees to be responsible for the difference between the estimate of project cost and the Grant Amount specified in Paragraph 3, Grantee shall provide a funding match in the amount of at least 25 percent of the total project cost. Grantee cost share is estimated to be \$237,489. Grantee's funding match may include in-kind services that are part of Exhibit A, Project Work Plan, and performed after **September 30, 2008**.
- 4.5. GRANTEE'S RESPONSIBILITIES. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan and in accordance with Exhibit B, Project Schedule, and Exhibit C, Project Budget. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 2 (commencing with Section 75026 et seq.) of the California Public Resources Code (PRC).
- 5-6. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
 - a. Grantee demonstrates the availability of sufficient funds to complete the project.
 - b. Grantee shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Grant Agreement.
 - c. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Grant Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.
 - d. Grantee performs tribal notifications per PRC§75102.
 - e. Grantee performs Surface Water Diversion Reporting as required by Water Code sections 5101

- f. An urban water supplier that receives grant funds governed by this agreement shall maintain compliance with the Urban Water Management Planning Act (California Water Code (CWC) §10610 et. seq.)
- g. Grantee submits all deliverables as specified in Paragraph 10 and 11 of this agreement and Exhibit A, Project Work Plan.

6.7. SUBMITTAL OF INVOICES. Invoices submitted by Grantee shall include the following information:

- a. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
- b. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- c. Appropriate receipts and reports for all costs incurred.
- d. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., line items) specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked multiplied by the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 3, and those costs that represent Grantee's costs, as applicable, in Paragraph 4, Grantee Cost Share.
 - 5) Original signature and date (in ink) of Grantee's appropriately authorized Project Manager.

Submit the original invoice form to the following address:

Department of Water Resources
Debbie Spangler
Northern Region Office
2440 Main Street
Red Bluff, California, 96080

7.8. DISBURSEMENTS. After the disbursement requirements in Paragraph 6 Basic Condition are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Progress Reports as required by Paragraph 10. Progress Reports. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Payment will be made no more frequent than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs.

8.9. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible Project Costs include the reasonable costs of conducting meetings, stakeholder outreach and engagement, collecting data and information, and developing and writing the IRWM plan, including administrative costs and incidental costs. Work performed after the date of grant award,

November 29, 2012, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination and collaboration. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

Advanced funds cannot be provided. Costs that are not eligible for reimbursement include but are not limited to:

- a. Costs, other than those noted above, incurred prior to the award date of the Grant.
- b. Costs for preparing and filing a grant application belonging to another solicitation.
- c. Operation and Maintenance costs, including post construction project performance and monitoring costs.
- d. Purchase of equipment not an integral part of the project.
- e. Establishing a reserve fund.
- f. Purchase of water supplies.
- g. Replacement of existing funding sources for ongoing programs.
- h. Support of existing punitive regulatory agency requirements and/or mandates in response to negligent behavior.
- i. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies.
- j. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of the grant award, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise reimbursable project costs.
- k. Overhead not directly related to project costs.
- l. Meals, food items, or refreshments other than those allowed per Standard Condition D.47, TRAVEL.

~~9.~~10. PROGRESS REPORTS. Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail, to the State's Project Manager at the frequency specified in Exhibit B, Project Schedule. The progress reports shall provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments, during the reporting period, and any problems encountered in the performance of the work under this Grant Agreement. A recommended Progress Report format is attached as Exhibit E.

~~10.~~11. PROJECT COMPLETION REPORT. Upon completion of the Project, Grantee shall prepare and submit to State, for review and approval, a Project Completion Report. The Project Completion Report shall be provided in hard copy and digital format prior to final payment of grant funds withheld by State. Project Completion Report format is attached as Exhibit E.

~~11.~~12. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, policies and regulations.

~~12.~~13. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance

will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

~~13.~~ 14. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:

- a. Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; California Public Resources Code sections 75075 et seq.) or
- b. Any other funding source requiring an LCP.

Grantee's failure to comply with LCP requirements is a breach of this Grant Agreement. At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

~~14.~~ 15. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests, including demanding repayment of any portion of the Grant Amount. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 16, Default Provisions.

~~15.~~ 16. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:

- a. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations;
- b. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- c. Failure to operate or maintain project in accordance with this Grant Agreement.
- d. Failure to make any remittance required by this Grant Agreement.
- e. Failure to comply with Labor Compliance Plan requirements.
- f. Failure to submit timely progress reports.
- g. Failure to routinely invoice State.

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- b. Terminate any obligation to make future payments to Grantee.
- c. Terminate the Grant Agreement.
- d. Take any other action that it deems necessary to protect its interests.

~~16.~~ 17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day

delivery is requested by the sender; or (iv) by electronic transmission (i.e. e-mail). Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by electronic transmission will be effective on the date successfully received. Notices shall be sent to the addresses below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

17.18. NOTIFICATIONS OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a. Substantial changes in the scope, budget, or schedule
- b. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement.

Grantee agrees that no substantial change will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or agreement term, and budget. Grantee shall make notification at least fourteen (14) calendar days prior to a public or media event to provide opportunity for attendance and participation by State's representatives.

18.19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement will be:

Department of Water Resources Paula Landis Chief Division of IRWM	Plumas County Flood Control and Water Conservation District Randy Wilson, Planning Director
P.O. Box 942836 Sacramento CA 94236-0001	County of Plumas 555 Main Street Quincy, CA 95971
Phone: (916) 651-9220	Phone: (530) 283-6214
Fax: (916) 651-9292	Fax: (530) 283-6134
e-mail: plandis@water.ca.gov	e-mail: randywilson@countyofplumas.com

Direct all inquiries to the Project Manager:

Department of Water Resources Debbie Spangler	Plumas Flood Control and Water Conservation District Randy Wilson
2440 Main Street Red Bluff, CA 96080	County of Plumas 555 Main Street Quincy, CA 95971
Phone: (530) 528-7404	Phone: (530) 283-6214
Fax: (530) 529-7322	Fax: (530) 283-6134
e-mail: Debbie.Spangler@water.ca.gov	e-mail: randywilson@countyofplumas.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19.20. STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A	Project Work Plan
Exhibit B	Project Schedule
Exhibit C	Project Budget
Exhibit D	Standard Conditions

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.

An updated version of the IRWM plan standards was released in draft form during the development of the plan chapters included within this agreement. The final Upper Feather River IRWM Plan will include evaluation of the most up-to-date standards available from DWR at the time of completion.

Formatted: Font: Not Bold

Task 1: Public and Stakeholder Involvement

The objectives of 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

EXHIBIT B

2014

0 = Monthly Report

• = Project

Completion Report

EXHIBIT-B
PROJECT SCHEDULE

	2014												2015												16
	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	
IRWMP Round 2 Planning Grant Upper Feather River IRWM																									
TASK 1: UFR IRWM Program Public and Stakeholder Involvement																									
TASK 2: Baseline Technical Study	-																								
TASK 3: Data Management Strategy, System Development and Implementation																									
TASK 4: Climate Change Technical Study and Plan Chapter																									
TASK 5: Project Development Process	-	-	-	-	-	-																			
TASK 6: UFR IRWM Plan Update	-																								
TASK 7: Grant Administration																									

Milestones:

◊ = Monthly Report

* = Draft Project Completion
Report

** = Project Completion Report

EXHIBIT C
PROJECT BUDGET

Upper Feather River IRWMP

Column 1 Line Item	Column 2 Resource Category	Column 3 Grantee Cost Share	Column 4 DWR Grant Funding	Column 5 DAC Funding	Column 6 Total
1	Personnel Services		\$364,220	\$5,820	\$87,26034,220
2	Operating Expenses <\$5,000		\$4,731	\$0.00	\$4,731
3	Equipment >\$5,000		\$4,998	\$0.00	\$4,998
4	Professional & Consultant Services	\$237,489	\$6305,708	\$52,862	\$820,157873,1 97
Total		\$237,489	\$679,657	\$58,682	\$917,146

DWR will reimburse the grantee for costs incurred after the date of Grant Award (see Paragraph 9) once the Grant Agreement is executed, using the funding match draw down method plus retention. That is, if there is grantee funding match and DWR grant share associated with a line item; then the grantee must demonstrate the funding match dollars have been expended before grant funds for that line item are disbursed.

Costs incurred after September 30, 2008 and before grant award date, will be considered funding match, at DWR's discretion, but are not eligible for reimbursement.

10 percent retention will be withheld per Standard Condition D.50, WITHHOLDING OF GRANT DISBURSEMENTS (RETENTION) and will be released to the grantee upon: Completion of the scope of work; acceptance of the project completion report, confirmation by DWR that all deliverables shown in Exhibit A have been received, and DWR's receipt of a retention invoice.

4A1

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us



DATE: June 14, 2016

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District

RE: Approval of contract with Kristi Jamason in the amount of \$19,143 for professional services, waving the liability and workman's compensation insurance requirements, to perform Task 5.3 (coordinate development of groundwater management scenarios with the Upper Middle Fork Project) of the Sierra Valley Well Assessment and Basin Management Project contained with the Proposition 50 Grant Agreement between Plumas County and the Department of Water Resources.

Background

The Plumas County Board of Supervisors on March 3, 2015, approved Amendment Number 7 of the Proposition 50 Grant Agreement between Plumas County and the Department of Water Resources (DWR). Contained within this Grant Agreement Amendment was the replacement of the Sierra Valley Well Inventory, Capping, and Sealing Project with a project called the Sierra Valley Well Assessment and Basin Management. Part of the work plan for the Sierra Valley Well Assessment and Basin Management Project is Task 5.3. This task is to "Coordinate development of groundwater management scenarios with the Upper Middle Fork project." The Upper Middle Fork Project is the UC Davis modeling project, another project contained within the Proposition 50 Grant Agreement.

Staff had intended to perform Task 5.3. However, due to workload staff is unable to perform this task as planned. Staff contacted Kristi Jamason to inquire as to if she could complete this task. Kristi has been attending Sierra Valley Groundwater Management District meetings and she is a subcontractor for Uma Hinman Consulting working on the Integrated Regional Water Management Plan. Kristi indicates that she can perform Task 5.3. Staff and Kristi have developed a scope of work for Task 5.3, which is attached to the proposed professional services contract.

Kristi is an independent contractor who does not have commercial general liability insurance or workman's compensation insurance (Kristi has no employees). Staff is requesting the Board of Supervisors waive these insurance requirements for this contract.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of the Supervisors take the following action.

- I. Approve contract in the amount of \$19,143 with Kristi Jamason for professional services, waving the liability insurance and workman's compensation requirements, to perform Task 5.3 (coordinate development of groundwater management scenarios with the Upper Middle Fork Project), of the Sierra Valley Well Assessment and Basin Management Project contained with the Proposition 50 Grant Agreement between Plumas County and the Department of Water Resources, and authorize the Plumas County Planning Director to sign the contract amendment.

Attachments:

Copy of Professional Services Agreement with Kristi Jamason with the liability and workman's compensation insurance requirements struck out.

Copy of Professional Services Agreement with Kristi Jamason, with liability and workman's compensation insurance requirements excluded, with the scope of work.

Copy of work program for the Sierra Valley Well Assessment and Basin Management Project

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Kristi Jamason, a sole proprietorship (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 Nineteen Thousand One Hundred Forty-three Dollars. (\$19,143.00).
3. Term. The term of this agreement shall be one year from June 15, 2016 through December 31, 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 County 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 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. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
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 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.

County:

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

Contractor:

Kristi Jamason
Market Ready
340 Maddalena Road
Beckwourth, CA 96129
530-832-4170
market.ready.k.jamason@gmail.com

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 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:

Market Ready, a sole proprietorship

By: _____
Name: Kristi Jamason

COUNTY:

Plumas County, a political subdivision

By: _____
Name: Randy Wilson

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Title: Owner
Date signed:

Title: Planning Director
Date signed:

APPROVED AS TO FORM:

R. Craig Settlemyre
Plumas County Counsel

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Kristi Jamason, a sole proprietorship (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 Nineteen Thousand One Hundred Forty-three Dollars. (\$19,143.00).
3. Term. The term of this agreement shall be one year from June 15, 2016 through December 31, 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 County 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 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. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
20. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. 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.

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 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.

County:

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

Contractor:

Kristi Jamason
Market Ready
340 Maddalena Road
Beckwourth, CA 96129
530-832-4170
market.ready.k.jamason@gmail.com

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 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:

Market Ready, a sole proprietorship

By: _____
Name: Kristi Jamason
Title: Owner
Date signed:

COUNTY:

Plumas County, a political subdivision

By: _____
Name: Randy Wilson
Title: Planning Director
Date signed:

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

EXHIBIT A

Project: Sierra Valley Well Assessment and Basin Management Project.

General Scope of Work:

Provide direct assistance to the Sierra Valley Groundwater Management District (SVGMD), a Project Partner for the Upper Middle Fork Model and the Sierra Valley Well Assessment and Basin Management Project, on the development of groundwater management scenarios. The Upper Middle Fork model and Sierra Valley Well Assessment and Basin Management Project are projects in the Grant Agreement 4600007650 Amendment 7 between the State of California Department of Water Resources (DWR) and the County of Plumas (Plumas) under the Water Security, Drinking Water and Coastal and Beach Protection Act of 2002 (Proposition 50). Amendment 7 was approved by the Plumas County Board of Supervisors at a regularly scheduled meeting on March 3rd, 2015.

The Contractor shall coordinate the provision of scenario development support services with Plumas County and with the Sierra Valley Groundwater Management District (SVGMD) in order to enable the project partners to accomplish Task 2.3 for the Sierra Valley Well Assessment and Basin Management Project. The Upper Middle Fork model will be transferred to the SVGMD and to Plumas County, and under provisions of Amendment 7, The University of California, Davis (UCD) will provide training and infrastructure to the project partners in the uses and operation of the UMF model, including utilizing the UMF model for groundwater management scenario development and evaluation.

Task 2.3 of the Sierra Valley Well Assessment and Basin Management Project is to “Coordinate development of groundwater management scenarios with the Upper Middle Fork (UMF) project” The following Scope of Work identifies key tasks that the SVGMD has identified as being essential for developing groundwater management scenarios and for the utilization of the UMF model to support SVGMD groundwater sustainability assessments and decisions.

Task 1. – Implementation:

Task 1.1. Develop a digitized data repository for SVGMD in support of developing groundwater management scenarios for use with the UMF Model:

- Assess, organize and review existing data archives of the SVGMD for applicability to scenario development and scenario decision support.
- Digitize SVGMD data files, reports, and records that are needed for scenario development and/or as inputs for running scenarios in the UMF Model, such as:
 - SVGMD well monitoring data
 - SVGMD flow meter readings
 - Data relevant for applying DWR groundwater basin ranking and groundwater management sustainability criteria to the development and refinement of groundwater management scenarios
 - Relevant data from historical records, such as maps and photographic records that inform land and water management trends and other conditions important for scenario

development

- Recommend data resource and informational linkages for SVGMD website in order to facilitate public involvement in groundwater management scenario development.
- Identify gaps in data sources for scenario development and for scenario decision support for the project partners.

Task 1.2. Engage project partners in exploratory discussions about identifying highest-potential groundwater recharge areas in Sierra Valley to inform scenario development.

Task 1.3. Identify the required linkages between the UCD UMF model and the partners' capacities and resources that enable the SVGMD to run groundwater management scenarios with the model.

- Given that infrastructure compatibility, infrastructure capacity, interface requirements, and other operational issues are prerequisite to the project partners receiving, installing, and actually operating the UMF model for scenarios, Consultant will investigate and document options for addressing the logistics and issues associated with the transfer of the model from UCD to the project partners, such as:
 - Clarifying the technical/physical aspects of the model that must be connected to the project partners' hardware and software to run scenarios.
 - Clarifying operational aspects associated with hardware and software connections and limitations, including file sizes, internet and remote connections needed, and the other physical/technical requirements that must be accomplished for using the model to run scenarios and including updating data to refine or to redefine scenarios over time.
 - Clarifying scenario-specific data interface and manipulation capabilities and requirements for the SVGMD, such as what data inputs the project partners can and cannot change as part of scenario development and evaluation.
 - Assess compatibility and user interface issues between UMF model data inputs and SVGMD data and other data sources such as county and state data resources needed for developing and generating scenarios.
 - Developing the specific steps that the SVGMD needs to take to translate or parameterize various land use, irrigation and groundwater recharge data inputs into scenarios for the model.
 - Clarifying, translating into understandable formats, and reviewing such formats and user procedures with the SVGMD, Plumas County, and UCD so that a user's guide can be developed or refined so that the model is transparent and "user friendly" enough for the project partners to feel comfortable inputting scenario variables, running scenarios and evaluating outputs, using the UMF model.
 - Clarifying the technical expertise and time and resource commitments associated with running scenarios using the model.
 - Developing a list of local operator prerequisites for using the model to design, display, run, and evaluate key variables for alternative scenarios.

Task 1.4. Coordination with the SVGMD and Plumas County and the UCD UMF model team, if necessary

- Provide reports on any site visits, product testing, model user procedures development and review for scenario development and evaluation using the UMF model.

- Meet with the project partners and the UCD UMF model team as needed to coordinate the transfer and operation of the model from UCD to the project partners for scenario development.
- Develop site visits as needed to understand the scenario capabilities and requirements associated with the UCD model.
- Coordinate required training by UCD team for project partners on model operations and uses.
- Explore possibility of UCD team conducting a scenario “test run” with SVGMD using the UMF model.
- Explore “follow-up” support options with the UCD UMF modeling group to optimize the utility of the model for scenario development and evaluation after the initial installation, model operation and model operation training have been completed with UCD and the project partners.

Task 1.5 Final Progress Report

- Document status of Tasks 1.1 through 1.5

EXHIBIT B

Compensation for services for the Contractor shall be at \$65 per hour and not to exceed \$19,143.00 in total compensation. Invoices shall be submitted to the Planning Director. The invoices shall contain details on the work performed and hours spent. Invoices will be submitted to the California Department of Water Resources within 10 days of receipt from Consultant and will be paid within 14 days of reimbursement funds being received by the County.

**PROP. 50
WORK PROGRAM**

Agreement Number 4600007650
Amendment 7
Page 37 of 65

Project: Sierra Valley Well Assessment and Basin Management Project-- Replaces Original Project Workplan

Local Project Sponsor: County of Plumas (working with Sierra Valley Groundwater Management District [SVGMD])

In order to more actively manage the Sierra Valley (SV) Groundwater Basin given changing legislative requirements and the need for more sophisticated decision support tools, the District and the County will:

1. Identify Groundwater Sub-basin Management Areas based on hydrogeology and recharge characteristics.
2. Develop tools to identify and characterize estimate groundwater drawdown rates and groundwater recharge rates.
3. Develop a Groundwater and Surface Water Budget for the Sierra Valley Groundwater Basin.
4. Develop a "3D" (vertical, horizontal & directional) conceptual model of the Sierra Valley Basin (SVB) aquifers
5. Prepare a Technical Report that can be used as a decision support tool.

Data from groundwater level monitoring in these areas in combination with modeling simulations and isotope analyses provided by the Upper Middle Fork project will assist SVGMD in making water management decisions at the basin scale.

This project will also help ensure that water management practices or activities in one area of the SV Basin will not adversely impact water management in another area of the Basin. Redirected impacts from permitted land and water uses on the Plumas County side of the Sierra Valley have been a long-term concern for Sierra County.

Task 1 - Direct Project Administration: Budget Category (a)

Task 1.1 – Local Project Sponsor shall document steps taken in soliciting and awarding any contracts to perform grant work complying with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement. Grantee shall provide State with a copy of the awarded contract. Local Project Sponsor shall document all contractor activities and expenditures in quarterly reports. The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement, including any subcontracts. Provisions

ensuring this access shall be in all contracts or subcontracts entered into pursuant to its Grant Agreement with the State.

Task 1.2 – No work that is subject to California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until the State receives documents that satisfy the CEQA/NEPA process.

Task 1.3 – Local Project Sponsor shall secure all required permits for project work. No work that is subject to permitting may proceed under this Agreement until documents that satisfy the permitting process(es) are received by the State.

Task 2 - Land Purchases/Easements: Budget Category (b)

No land purchases or easements are required, as all repairs and improvements are located within existing right-of-ways.

Task 3 - Planning/Design/Engineering/Environmental Documentation: Budget Category (c)

Exempt from CEQA - CEQA Guidelines Section 15306 Information Collection Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

Task 3.1 – Design, Environmental Review, and Planning

Coordinate well inventory with Plumas County and the Sierra County Groundwater Management District.

Task 4 – Implementation: Budget Category (d)

Task 4.1 – Well Inventory and Basin Assessment – Sierra Valley

Task 4.1.1 – Well Inventory

- Field locate inactive, abandoned, and drinking water wells in Sierra Valley.. (Completed)
- Transfer well location information to a database.
- Collect well completion report data and summarize statistics on section maps.
- Collect groundwater level and pumping data and create time series diagrams.

Task 4.1.2 – Assessment of Water Quality

- Review historical WQ data, identify data gaps.
- Field work – sample available DWR/SVGMD monitoring wells sampled in 2002 (27 wells).
- Field work – sample available monitoring wells sampled before 2002 (51 wells).
- Sample SVGMD wells MW-2 through MW-5

- Generate a 3D presentation of groundwater quality data.

Task 4.1.3 – Assessment of groundwater flow – source and sink areas

- Assess groundwater level data aerial distribution.
- Determine groundwater flow directions based on water quality parameters.
- Determine groundwater basin areas with upland recharge/water source areas using fracture trace analysis and water chemistry/isotope analysis.
- Tritium isotope data analysis

Task 4.1.4 – Collect and analyze groundwater pumping volumes

- Volume over time intervals
- Estimate water removed vs storage

Task 4.1.5 – Hydrologic budget

- Water budget
- Solute budget

Task 4.1.6 – Reporting and Meetings

- Prepare data interpretation Prepare report summarizing findings and conclusions
- Report printing and duplication costs
- Preset report to SVGMD and Plumas County

Task 4.1.7 – Lab Analysis

- Lab costs associated with background sampling: major ions, plus nitrate, boron.
- Lab costs associated with nested piezometers, MW-2 through MW-6
- Lab costs associated with Tritium analysis

Task 5 - Education and Outreach

Task 5.1 – Conduct initial public information campaign. (Completed)

Task 5.2 – Target public outreach through Sierra Valley Resource Conservation District, Upper Feather River Watershed Group and Plumas-Sierra Cattlemen's Association. (Completed)

Task 5.3 – Coordinate development of groundwater management scenarios with the Upper Middle Fork project.

4A2



PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us

DATE: June 14, 2016

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District

RE: Approval of second contract amendment with Uma Hinman Consulting to perform invoicing services related the Prop 50 Grant Agreement between the Department of Water Resources and Plumas County.

Background

The Plumas County Board of Supervisors on November 4, 2014, approved a contract with Uma Hinman Consulting to perform invoicing services related to the Prop 50 Grant. This contract was for quarterly invoicing.

The Plumas County Board of Supervisors on February 3, 2015, approved the first amendment to the contract with Uma Hinman Consulting increasing the amount of contract for invoicing the Proposition 50 grant by \$5,604 in order to perform monthly, rather than quarterly invoicing. This amendment increased the contract from \$37,320 to \$42,924.

This request for a second amendment to the contract for invoicing of the Prop 50 contract is needed because of delays by the Department of Water Resources (DWR) and project contractors and increased level of invoice detail required by DWR, which have required considerably more effort and time than was anticipated for this project. The contract amount for invoicing is increasing \$25,652. The second amendment will increase the overall contract for invoicing the Proposition 50 grant to \$68,576. County Counsel has approved the contract amendment as to form.

This increase will be paid for from the administrative funds provided for in Amendment Number 7 of the Grant Agreement between Plumas County and DWR. Staff recognizes this will reduce by \$25,652 the amount of administrative funds coming to the County from the Proposition 50 grant. However, the assistance Uma Hinman Consulting provides in invoicing the Proposition 50 grant is necessary as staff resources are limited and staff cannot perform the complicated invoicing called for by DWR and the grant requirements.

The total administrative funds in the Proposition 50 grant, as amended on March 3, 2015, when the funds from the Last Chance II project were reprogramed, is \$249,062.90. A total of \$180,486.90 of the administrative funds remains for the County after approval of this second amendment with Uma Hinman Consulting for invoicing. Some of the invoicing for the County's portion of these administrative funds has occurred. The remainder of the invoicing of the County's portion of the administrative funds will happen by the end of the calendar year 2016 when the Proposition 50 grant is completed.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of the Supervisors take the following action.

- I. Approve the attached amendment to the existing contract with Uma Hinman Consulting for invoicing services for the Prop 50 Grant Agreement between Plumas County and the Department of Water Resources and authorize the Plumas County Planning Director to sign the contract amendment.

Attachments:

Second Amendment to Agreement between Plumas County and Uma Hinman Consulting.

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND UMA HINMAN CONSULTING

This Second Amendment to Agreement ("Amendment") is made on June 14, 2016, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Uma Hinman Consulting ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and UMA HINMAN CONSULTING have entered into a written Agreement dated November 4, 2014, (the "Agreement"), in which UMA HINMAN CONSULTING agreed to provide quarterly Proposition 50 Invoicing and Reporting services to Plumas County.
 - b. PLUMAS COUNTY AND Uma Hinman Consulting entered into an amendment of the written agreement dated November 4, 2014 because of the need to provide monthly Invoicing and Reporting to address the needs of the Indian Valley CSD, which has a project funded by the Proposition 50 Grant and because additional administration funds were identified increasing compensation for services to Forty Two Thousand, Nine Hundred and Twenty Four Dollars (\$42,924).
 - c. Because of delays by the Department of Water Resources, delays by the Proposition 50 project contractors, and the increased level of invoice detail required by the Department of Water Resources considerable more effort and time than anticipated to process invoices, reporting and necessary completion reports that must be submitted to close out each project contained with the Proposition 50 Grant addition costs have been identified for these services of Twenty Five Thousand, Six Hundred and Fifty Two Dollars (\$25,652). These additional costs increase the compensation for services to Sixty Eight Thousand, Five Hundred and Seventy Six Dollars (\$68,576).
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 1 is amended to read as follows: **Scope of Work**. Contractor shall provide the County with services as set forth in revised Exhibit A, attached hereto.
 - b. Paragraph 2 is amended to read as follows: **Compensation**. County shall pay Contractor for services provided to County pursuant to this Agreement in the manor set forth in Exhibit B, attached hereto. The total amount paid by the

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

County to Contractor under this Agreement shall not exceed Sixty Eight Thousand, Five Hundred and Seventy Six Dollars (\$68,576).

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement, all provisions of the Agreement dated November 4, 2015, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment of Agreement dated June 17, 2016 has been executed as of the date set forth below.

Contractor:

Uma Hinman Consulting, a sole proprietorship

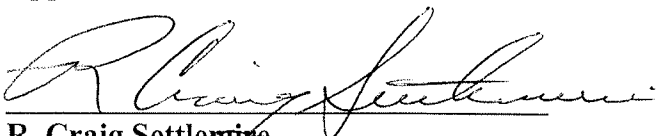
Name: Uma Hinman
Title: Owner/Environmental Planner
Date signed:

County:

Plumas County

Name: Randy Wilson
Title: Planning Director, County of Plumas
Date Signed

Approved as to form:



R. Craig Settlemyre
Plumas County Counsel

COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A



May 11, 2016

Plumas County Flood Control and Water Conservation District
Randy Wilson, Co-Manager
555 Main Street
Quincy, CA 95971

RE: Budget Amendment Request – Plumas County Proposition 50 Project Invoicing and Reporting

Dear Randy,

The following request for a contract amendment for Proposition 50 project invoicing and reporting is based on delays by the state and by Proposition 50 project contractors, and an increased level of invoice detail required by DWR, which has required considerably more effort and time than anticipated for this project. Uma Hinman Consulting's (UHC) initial contract with Plumas County, dated November 4, 2014, consisted of quarterly invoicing for nine projects proceeding under Proposition 50 Grant Agreement between the Department of Water Resources and Plumas County. Upon request by Plumas County to prepare monthly invoices, an amendment (First Amendment to Agreement) to UHC's contract was approved on February 3, 2015.

We continue to work diligently with the Department of Water Resources and contractors' staff to submit timely invoices and completion reports for the nine (9) Proposition 50 grant-funded projects. To date, project completion reports and final invoicing for three (3) projects have been successfully submitted (Last Chance II, Sierra Valley Integrated Water Management, and Chester River Parkway). Still remaining are seven (7) projects, which will be completed no later than November 2016.

Following are UHC's tasks for the Proposition 50 project:

- A total of 17 monthly invoices will be submitted for the projects funded by Plumas County's Proposition 50 Grant, 9 of which have been successfully submitted to DWR to date;
- UHC will work with individual contractors to prepare and submit 10 project completion reports, 3 of which have been completed and successfully submitted to DWR to date;
- A final grant completion report will be prepared to close out the Proposition 50 Grant.

In order to complete these tasks for the duration of the Proposition 50 projects, Uma Hinman Consulting is requesting a budget amendment. The increase in budget is requested primarily due to the unanticipated level of detail requested by DWR for the invoicing process, made more complicated in part by the types of projects approved for the reprogrammed funds.

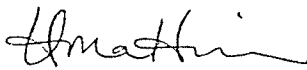
BUDGET AND TERMS AND CONDITIONS

Uma Hinman Consulting's current contract budget is \$42,924 (First Amendment to Agreement, dated February 3, 2015). In order to complete the invoice and reporting tasks for the Proposition 50 grant-funded projects for Plumas County, UHC is requesting an additional \$25,652.

No.	Task	Overall Project Total	Current Budget	Amendment Request
1	Prop 50 Invoicing/Reporting (1 Grant/9 Projects/17 Months)	\$ 41,548	\$ 28,224	\$ 13,324
2	Project Completion Reports for 10 projects (assist project proponents) (includes Last Chance II closure)	\$ 14,050	\$ 3,168	\$ 10,882
3	Grant Completion Report	\$ 8,820	\$ 8,820	\$ -
4	Coordination with contractors and client	\$ 4,158	\$ 2,712	\$ 1,446
	Total	\$ 68,576	\$ 42,924	\$ 25,652

Thank you for considering this budget amendment request to complete the Proposition 50 invoicing and reporting. If you have any questions or need further detail, please contact me at (916) 813-0818 or uhinman@comcast.net.

Sincerely,



Uma Hinman
Principal/Owner

EXHIBIT B

Rate Schedule

Uma Hinman Consulting Staff

Hourly rates for Uma Hinman Consulting Staff assigned to the Plumas County Proposition 50 Grant Invoicing Proposal include the following:

Principal Planner	\$80.00/hour
Administrative Support	\$35.00/hour

Subconsultants

Uma Hinman Consulting charges a 10 percent administrative fee on all subconsultant services.

Consultant will submit quarterly invoices to County for fees and cost incurred. Each invoice shall detail services and time spent, name of person providing services, date and time, as well as a brief description of services provided. All costs and expenses incurred shall be described in detail and supported by receipts.

County will pay Consultant within 15 days upon reimbursement by the State.



4B

MEMORANDUM

DATE: May 31, 2016
TO: The Honorable Board of Supervisors
FROM: John Steffanic, Fair & Event Center Manager
SUBJECT: Board Agenda Requests

It is recommended that the Board:

1. Approve the attached budget transfer request.

Budget Transfer from Compensation Insurance (51110) to Other Wages (51020)

The final bill for Workers Compensation to the Fair was less than the quoted amount earlier in the year. With the weather improved over last year, we were able to get more workers out on the grounds earlier, using our Other Wages quicker. By making this transfer, we can continue to prepare for our June events as well as High Sierra Music Festival.

Thank you for your consideration,



John Steffanic
Fair & Event Center Manager

TRANSFER NUMBER
(Auditor's Use Only)

The reason for this request is (check one):			Approval Required
A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input checked="" type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

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.

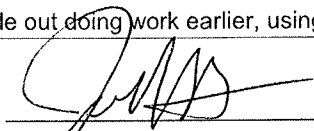
A) Projected Other Wages are greater than budget balance.

B) The final Workers Compensation cost was less than the quoted amount that was given to me earlier in the year

C) June is the first month of our busy season with County Picnic and preparation for High Sierra Music Festival. We need workers now.

D) Improved weather this year meant we got more people out doing work earlier, using more wages than anticipated.

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.

SPI - FINANCEPLUS
DATE: 05/31/16
TIME: 12:24:47

PLUMAS COUNTY
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: orgn.fund='0005'
ACCOUNTING PERIOD: 11/16

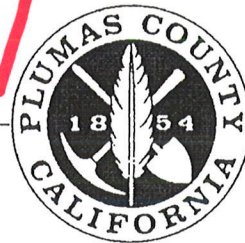
SORTED BY: FUND,DEPT/FUND,1ST SUBTOTAL,ACCOUNT
TOTALLED ON: FUND,DEPT/FUND,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPT/FUND

FUND-0005 COUNTY FAIR
DEPT/FUND-20190 COUNTY FAIR
1ST SUBTOTAL-51 SALARIES & BENEFITS

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51000	REGULAR WAGES	116,632.57	9,233.60	.00	102,508.55	14,124.02	87.89
51020	OTHER WAGES	25,500.00	3,124.88	.00	24,197.88	1,302.12	94.89
51060	OVERTIME PAY	7,000.00	.00	.00	3,595.91	3,404.09	51.37
51070	UNEMPLOYMENT INSURANCE	8,941.00	.00	.00	6,705.75	2,235.25	75.00
51080	RETIREMENT	25,810.35	1,890.26	.00	22,204.85	3,605.50	86.03
51081	OPEB LIABILITY	1,462.00	.00	.00	1,096.50	365.50	75.00
51090	GROUP INSURANCE	29,123.52	2,433.09	.00	26,756.21	2,367.31	91.87
51100	FICA/MEDICARE OASDI	11,426.95	897.26	.00	9,461.40	1,965.55	82.80
51110	COMPENSATION INSURANCE	10,806.00	.00	.00	3,594.22	7,211.78	33.26
51120	CELL PHONE ALLOW	240.00	20.00	.00	220.00	20.00	91.67
51121	BOOT ALLOWANCE	150.00	.00	.00	300.00	-150.00	200.00
51150	LIFE INSURANCE	351.00	28.48	.00	2,360.04	-2,009.04	672.38
	TOTAL SALARIES & BENEFITS	237,443.39	17,627.57	.00	203,001.31	34,442.08	85.49
520201	PHONE - LAND LINE (S)	1,125.00	.00	.00	479.37	645.63	42.61
520210	POSTAGE/SHIP, MAIL COST	300.00	.00	.00	37.27	262.73	12.42
520233	PRINTING SVC/CHRGs	700.00	.00	.00	545.96	154.04	77.99
520407	REFUSE DISPOSAL	3,500.00	.00	.00	1,971.86	1,528.14	56.34
520409	PAPER PRODUCTS-HOUSEHOLD	4,300.00	.00	.00	2,483.88	1,816.12	57.76
520500	INSURANCE	10,458.00	.00	.00	10,900.89	-442.89	104.23
520900	EQUIPMENT MAINTENANCE	1,800.00	.00	.00	824.15	975.85	45.79
520902	VEHICLE MAINTENANCE	1,800.00	.00	.00	785.29	1,014.71	43.63
520904	UTILITY EQUIPMENT MAINT	900.00	.00	.00	108.70	791.30	12.08
520940	SAFETY EQUIPMENT/EXPENSE	100.00	18.59	.00	.00	100.00	.00
521102	FUEL - VEHICLE	3,000.00	.00	.00	1,613.16	1,386.84	53.77
521231	COMPUTERS<1500.00	300.00	.00	.00	259.00	41.00	86.33
521300	MAINT. BUILDINGS & GROUND	54,951.00	63.17	.00	26,976.85	27,974.15	49.09
521600	MEMBERSHIPS/ANNUAL DUES	1,135.00	.00	.00	1,085.00	50.00	95.59
521800	OFFICE EXP	2,989.82	.00	.00	2,141.49	848.33	71.63
521900	PROFESSIONAL SVC	18,500.00	.00	.00	18,460.25	39.75	99.79
521952	ENTERTAINMENT	29,300.00	.00	.00	29,261.82	38.18	99.87
524400	SPECIAL DEPARTMENT EXP	3,500.00	.00	.00	2,732.54	767.46	78.07
524440	AWARDS	8,000.00	.00	.00	7,535.01	464.99	94.19
525000	OVERHEAD	16,502.00	.00	.00	12,376.50	4,125.50	75.00
525119	LIABILITY SELF-FND INS	2,538.00	.00	.00	1,903.50	634.50	75.00
527500	TRAVEL- OUT OF COUNTY	2,010.18	.00	.00	2,010.18	.00	100.00
527802	ELECTRIC CHARGES	68,600.00	.00	.00	63,266.21	5,333.79	92.22
527803	PROPANE/OTHR HEATING FUE	8,400.00	682.44	.00	7,469.65	930.35	88.92
527807	WATER/SEWER CHARGES	8,000.00	451.21	.00	6,993.63	1,006.37	87.42
	TOTAL SERVICES & SUPPLIES	252,709.00	1,215.41	.00	202,222.16	50,486.84	80.02
	TOTAL COUNTY FAIR	490,152.39	18,842.98	.00	405,223.47	84,928.92	82.67
	TOTAL COUNTY FAIR	490,152.39	18,842.98	.00	405,223.47	84,928.92	82.67

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: 6/14/16

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve Supplemental Budget of \$45,000 in Department 20020 General Services, Revenue account #44010 State- SB90 Mandates, and budget increase of \$45,000 in Expenditure account #521900 Professional Services.

Recommendation:

Approve Supplemental Budget of \$45,000 in Department 20020 General Services, Revenue account #44010 State- SB90 Mandates, and budget increase of \$45,000 in Expenditure account #521900 Professional Services.

Background:

In 2014/15, the State of California paid Plumas County \$37,246 in SB90 Mandated Claims Reimbursements, the final payment from claims for years 1995/96 through 2001/02.

In 2015/16, the State paid interest on the pre-2004 SB90 claims that had been held up at the State from 1995/96 to 2003/04. Plumas County received \$65,792 in interest during this fiscal year. The amount budgeted in 2015/16 for SB90 reimbursements was \$20,000, therefore there is \$45,000 unanticipated revenue available to increase the budget for 521900 Professional Services.

Expenditures in 521900 Professional Services is higher than anticipated for 2015/16. The increased budget is needed to pay invoices received to date.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: General Services Dept. No: 20020 Date 5/27/2016

The reason for this request is (check one):

			Approval Required
A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20020	44010	B90 Mandates	45,000.00
Total (must equal transfer to total)				45,000.00

☐ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20020	521900	Professional Services	45,000.00
Total (must equal transfer to total)				45,000.00

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) Received SB90 reimbursements for prior years.

B) _____

C) _____

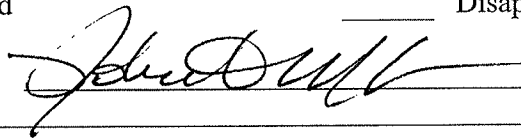
D) _____

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.

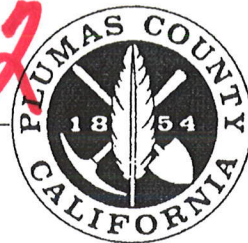
Plumas County Auditor/Controller

SB 90 Claims

Form	Description	Department	FY11-12 Amount	FY12-13 Amount	FY13-14 Amount	FY14-15 Amount
90	Countywide Tax Rate Allocation of Property Tax	Auditor/Treasurer	\$ 2,472.00	\$ 1,559.00	\$ 2,501.00	\$ 2,784.00
152	Revenue-ERAF	Auditor	\$ 1,212.00	\$ 1,275.00	\$ 2,415.00	\$ 2,438.00
167	Domestic Violence Policies Peace Officer Procedural Bill	Sheriff/Bailiff/Jail	\$ 2,506.00	\$ 1,782.00	\$ 2,381.00	\$ 2,441.00
187	of Rights (POBOR)	Sheriff	\$ 1,549.00	\$ 1,801.00	\$ 2,095.00	\$ 2,273.00
219	Open Mtg-Brown Act	BOS	\$25,074.00	Suspended as of FY12-13		
246	Admin License Suspension Domestic Violence Arrests	Sheriff/Bailiff/Jail	\$ 1,181.00	\$ 1,042.00	\$ 1,985.00	\$ 2,934.00
274	and Victim Assistance	Sheriff/Bailiff/Jail	\$ 2,506.00	\$ 1,052.00	\$ 1,406.00	\$ 1,451.00
310	Crime Statistics DOJ Domestic Violence	Sheriff	\$ 6,970.00			
322	Background Checks	District Attorney	\$ 7,159.00	\$ 6,543.00	suspended as of FY13/14	
324	Permanent Absent Voters II Voter Identification	Elections	\$17,079.00	\$ 5,026.00	suspended as of FY13/14	
331	Procedures	Clerk Recorder/ Elections		\$ 1,521.00	suspended as of FY13/14	
Total			\$67,708.00	\$21,601.00	\$ 12,783.00	\$14,321.00

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: 6/14/16

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve Budget Transfer in Department 20020 General Services of \$30,000 from expenditure account #52190 Litigation to 521900 Professional Services

Recommendation:

Approve Budget Transfer in Department 20020 General Services of \$30,000 from expenditure account #52190 Litigation to 521900 Professional Services.

Background:

Expenditures in 521900 Professional Services is higher than anticipated for 2015/16. The increased budget is needed to pay invoices received to date.

See attached schedule of 521900 Professional Services for Department 20020 General Services.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: General Services Dept. No: 20020 Date 5/27/2016

The reason for this request is (check one):

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

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20020	521901	Litigation	30,000.00
Total (must equal transfer to total)				30,000.00

☐ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20020	521900	Professional Services	30,000.00
Total (must equal transfer to total)				30,000.00

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) Spending in Litigation less than anticipated

B) Spending in Prof Services more that anticipated

C) _____

D) _____

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.

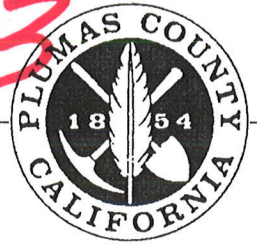
General Services 20020
Professional Services #521900
Fiscal years 2014/15 and 2015/16

Payee	2014/15	2015/16	(Inc)Decr from 14/15
Liebert Cassidy Whitmore	40,779.00	35,886.00	
14/15 accrued back / 15/16 expected to spend	(13,496.11)	15,000.00	
Total 6/30/16	27,282.89	50,886.00	(23,603.11)
Michael Clawson - Website expected by 6/30/16	7,800.00	6,600.00 600.00	
Total 6/30/16	7,800.00	7,200.00	600.00
PARS Admin fees expected by 6/30/16	3,900.00	3,000.00 600.00	
Total 6/30/16	3,900.00	3,600.00	300.00
Susan Scarlett - Budget Consultant expected by 6/30/16	32,289.00	23,546.00 6,454.00	
Total 6/30/16	32,289.00	30,000.00	2,289.00
Smith & Newell	50,779.00	53,325.00	(2,546.00)
Storm Damage, Dry rot not covered	9,603.80		9,603.80
Vestra 555 W. Main Street	8,991.00		8,991.00
K Johnston - legal	2,500.00		2,500.00
Union Bank	1,978.00		1,978.00
Feather Publishing	326.00	589.00	(263.00)
Craig Goodman, budget workshop	3,000.00		3,000.00
Misc legal	674.01	(300.00)	974.01
Shaw Valenza LLP		15,105.17	(15,105.17)
GASB 68 PERS Actuary Study		5,900.00	(5,900.00)
Allioti Dispute Resolution		3,028.47	(3,028.47)
Kathleen Williams - legal		9,450.03	(9,450.03)
Eastern Plumas Chamber		600.00	(600.00)
Shasta Cascade Wonderland		300.00	(300.00)
Total at Fiscal Year end	149,123.70	179,683.67	(30,559.97)
Original Budget	150,000.00	150,000.00	
From GF Contingencies 20980 for S. Cascade		300.00	
To Litigation - BT on 1/20/16		(43,000.00)	
To 58000	(643.06)		
Budget before proposed budget transfer	149,356.94	107,300.00	

Note: On 1/20/16 A budget transfer was made from 521900 Prof Services to 521901 Litigation.
In May, 2016 Plumas County received \$200K from a lawsuit involving the sprinkler system at the Annex.
Part of the settlement was for the cost of litigation = \$51,887.72. A supplemental budget was
done to increase 521901. Now \$30K of that is being moved to 521900 Prof Services.

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET ♦ ROOM 205 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6246 ♦ FAX (530) 283-6442
ROBERTA M. ALLEN, CPA ♦ AUDITOR / CONTROLLER



Date: 6/14/16

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Year-end budget adjustments of \$5,000 or less. No impact on overall department budget. No impact on General Fund

Recommendation:

Authorize Auditor/Controller to make year-end budget adjustments as needed to zero out negative line-item balances. This action will have no impact on the overall budget of the department. No impact on General Fund.

Background:

Some line items (mainly payroll and payroll related accounts) are allowed to go into the negative as long as the overall department budget does not exceed the total amount appropriated to the department. The adjustments presented in this agenda item will move budget from other line items to cover those with minor negative balances as of the 6/30/16 fiscal year-end. These adjustments have no impact on the General Fund.

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: June 7, 2016

To: The Honorable Board of Supervisors

From: Roberta Allen, CPA, Auditor / Controller

Subject: Adoption of Proposition 4 Appropriation Limits for Fiscal Year 2016/17

RECOMMENDATION:

Adopt a Resolution adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2016/17.

BACKGROUND:

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost of living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2016/17 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

I respectfully request that the resolution to establish, the Special Districts governed by the Board and the County, spending limits be adopted as written.

RESOLUTION NO. 16-

A Resolution establishing Fiscal Year 2016/17 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board Of Supervisors governed Special Districts

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2016/2017; and has prepared the applicable statements showing the calculation, and such statements are available for public review:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2016/2017; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limits for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 33,056,821
Quincy Lighting	\$ 123,911
CSA #11 (Ambulance)	\$ 66,888
Beckwourth CSA	\$ 19,263

BE IT FURTHER RESOLVED, that any judicial action of proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

RESOLUTION NO. 16-

The foregoing, Resolution No. 16- was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Plumas County


Prop 4 Spending Limit
FY 2016/17

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	1.009
<hr/>	
Growth Factor FY 2016/17	1.0632

FY 2015/16 Prop 4 Spending Limit \$ 31,091,818

FY 2016/17 Prop 4 Spending Limit \$ 33,056,821



Roberta M. Allen, CPA
Auditor / Controller

Quincy Lighting


Prop 4 Spending Limit
FY 2016/17

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	1.009
<hr/>	
Growth Factor FY 2016/17	1.0632

FY 2015/16 Prop 4 Spending Limit \$ 116,545

FY 2016/17 Prop 4 Spending Limit \$ 123,911



Roberta M. Allen, CPA
Auditor / Controller

CSA #11

Prop 4 Spending Limit
FY 2016/17

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	1.009
<hr/>	
Growth Factor FY 2016/17	1.0632

FY 2015/16 Prop 4 Spending Limit \$ 62,912

FY 2016/17 Prop 4 Spending Limit \$ 66,888
--



Roberta M. Allen, CPA
Auditor / Controller

Beckwourth CSA

Prop 4 Spending Limit
FY 2016/17

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	1.009
<hr/>	
Growth Factor FY 2016/17	1.0632

FY 2015/16 Prop 4 Spending Limit \$ 18,118

FY 2016/17 Prop 4 Spending Limit \$ 19,263
--



Roberta M. Allen, CPA
Auditor / Controller

Prop 4 Spending Limits

FY 2016/17

Jurisdiction	County FY 2015/16 Limit	County FY 2016/17 Factor	County FY 2016/17 Limit	District FY 2016/17 Limit
Plumas County	\$ 31,091,818	1.0632	\$ 33,056,821	
Crescent Mills Lighting	\$ -	1.0632	\$ -	
Quincy Lighting	\$ 116,545	1.0632	\$ 123,911	
West Almanor CSD	\$ 716,330	1.0632	\$ 761,602	
CSA #8 Water	\$ -	1.0632	\$ -	
Plumas Eureka CSD	\$ 65,734	1.0632	\$ 69,888	
CSA #11	\$ 62,912	1.0632	\$ 66,888	
Beckwourth CSA	\$ 18,118	1.0632	\$ 19,263	
Indian Valley CSD	\$ 18,815	1.0632	\$ 20,004	
P.C. Flood Control	\$ -	1.0632	\$ -	
Greenhorn Creek CSD	\$ 95,842	1.0632	\$ 101,899	
Prattville-Almanor Fire	\$ 77,761	1.0632	\$ 82,675	
Beckwourth Fire	\$ 40,529	1.0632	\$ 43,090	
Chester Fire	\$ 306,348	1.0632	\$ 325,709	
Crescent Mills Fire	\$ 307,122	1.0632	\$ 326,532	
Graeagle Fire	\$ 165,473	1.0632	\$ 175,931	
Hamilton Branch Fire	\$ 406,443	1.0632	\$ 432,130	
Laporte Fire	\$ 27,592	1.0632	\$ 29,336	
Meadow Valley Fire	\$ 117,821	1.0632	\$ 125,267	
Peninsula Fire	\$ 332,773	1.0632	\$ 353,804	
Quincy Fire	\$ 538,289	1.0632	\$ 572,309	
Sierra Valley Fire	\$ 105,935	1.0632	\$ 112,630	
Indian Valley CSD	\$ 151,651	1.0632	\$ 161,235	
Eastern Plumas Rural Fire	\$ 120,781	1.0632	\$ 128,414	
Chester Cemetary	\$ -	1.0632	\$ -	
Crescent Mills Cemetery	\$ -	1.0632	\$ -	
Cromberg Cemetery	\$ -	1.0632	\$ -	
Greenville Cemetery	\$ -	1.0632	\$ -	
Meadow Valley Cemetery	\$ -	1.0632	\$ -	
Mohawk Valley Cemetery	\$ -	1.0632	\$ -	
Portola Cemetery	\$ -	1.0632	\$ -	
Quincy Cemetery	\$ 323,424	1.0632	\$ 343,864	
Taylorville Cemetery	\$ -	1.0632	\$ -	
Central Plumas Rec.	\$ 914,534	1.0632	\$ 972,333	
Johnsville PU	\$ 126,307	1.0632	\$ 134,290	
Graeagle CSD	\$ 27,413	1.0632	\$ 29,146	
Greenville CSD	\$ 571,235	1.0632	\$ 607,337	
IV Soil Conser.	\$ -	1.0632	\$ -	
La Porte Cemetery	\$ -	1.0632	\$ -	
Air Pollution Control	\$ -	1.0632	\$ -	
CSA #12	\$ -	1.0632	\$ -	
Sierra Valley Ground Water	\$ -	1.0632	\$ -	
Feather River Canyon CSD	\$ -	1.0632	\$ -	
Totals	\$ 36,847,545		\$ 39,176,308	

Plumas County
Prop 4 Calculations
January 1, 2015 to January 1, 2016

California Department of Finance Per Capita Percentage change over prior year	$\frac{5.37 + 100}{100} = 1.0537$	¹
Plumas County Population Percentage Change	$\frac{0.90 + 100}{100} = 1.0090$	²
Calculation of Factor for FY 2016/17	1.0632	^{1 x 2}



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ [WWW.DOF.CA.GOV](http://www.dof.ca.gov)

May 2016

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

2016-17:

Per Capita Cost of Living Change = 5.37 percent

Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio: $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17: $1.0537 \times 1.0090 = 1.0632$

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2015-2016	1-1-15	1-1-16	1-1-2016
Plumas				
Portola	0.05	2,179	2,180	2,180
Unincorporated	-0.05	17,707	17,699	17,699
County Total	-0.04	19,886	19,879	19,879

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2016-17

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>	
	2015-16	1-1-15	1-1-16
San Diego			
Incorporated	0.84	2,723,925	2,746,716
County Total	0.78	3,190,036	3,214,969
San Francisco			
Incorporated	1.06	857,268	866,347
County Total	1.06	857,268	866,347
San Joaquin			
Incorporated	1.24	576,406	583,575
County Total	1.27	719,062	728,208
San Luis Obispo			
Incorporated	0.60	156,331	157,275
County Total	0.60	271,244	272,878
San Mateo			
Incorporated	0.94	694,196	700,693
County Total	0.91	759,010	765,894
Santa Barbara			
Incorporated	0.92	298,984	301,737
County Total	0.95	436,397	440,551
Santa Clara			
Incorporated	1.30	1,816,918	1,840,511
County Total	1.26	1,902,759	1,926,675
Santa Cruz			
Incorporated	0.91	138,552	139,816
County Total	0.84	273,508	275,810
Shasta			
Incorporated	-0.14	111,256	111,103
County Total	-0.28	178,845	178,353

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2016-17

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016

County	<u>Percent Change</u> 2015-16	<u>--- Population Minus Exclusions ---</u> 1-1-15	1-1-16
Sierra			
Incorporated	0.13	771	772
County Total	0.00	3,203	3,203
Siskiyou			
Incorporated	0.15	20,448	20,479
County Total	-0.06	44,696	44,670
Solano			
Incorporated	1.10	396,875	401,226
County Total	1.08	415,587	420,087
Sonoma			
Incorporated	0.58	349,105	351,145
County Total	0.53	498,256	500,905
Stanislaus			
Incorporated	1.06	422,290	426,748
County Total	0.99	534,902	540,214
Sutter			
Incorporated	0.38	76,110	76,398
County Total	0.37	96,948	97,308
Tehama			
Incorporated	-0.21	22,025	21,979
County Total	0.15	63,644	63,739
Trinity			
Incorporated	0.00	0	0
County Total	-0.19	13,585	13,559
Tulare			
Incorporated	2.03	314,553	320,926
County Total	1.03	461,129	465,892

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2016-17

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>	
	2015-16	1-1-15	1-1-16
Tuolumne			
Incorporated	-0.27	4,905	4,892
County Total	-0.28	52,341	52,193
Ventura			
Incorporated	0.72	750,609	756,045
County Total	0.70	846,204	852,139
Yolo			
Incorporated	0.71	184,818	186,136
County Total	1.29	211,813	214,555
Yuba			
Incorporated	-2.99	15,600	15,134
County Total	-0.13	71,818	71,722

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



ELLIOTT SMART
DIRECTOR

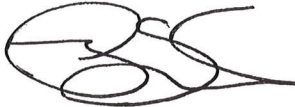
DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: JUNE 3, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2016, CONSENT AGENDA

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

It is Recommended that the Board of Supervisors

1. Approve contract #EW-2016-26 in the amount of \$43,450 with the University of California, Davis for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff.
2. Authorize the Director of the Department of Social Services to execute the agreement on behalf of the County and as the Board's designee.
3. Authorize the Department of Social Services to execute an extension of the agreement at the end of the approved term for an additional twelve month period subject to an offer from the University and the availability of funds in the Department's budget for this purpose.

Background and Discussion

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

For training that is scheduled locally and when it is appropriate, we also include invitations to our community partners and other agencies. This enables us to use the

training programs as a community resource serving the broader base of human service providers.

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

Financial Impact

The total value for training received under this agreement is \$43,450. UC Davis provides an in-kind contribution in the amount of \$4,345 which represents what would otherwise be considered a local match requirement from Plumas County. The Department's net cost is \$39,105 which is drawn from an allocation that is provided to the Department for training. There is no cost to the County General Fund. An appropriation for training is included in the Department's proposed FY 2016-2017 budget.

Other Agency Involvement

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

Copies: PCDSS Management Staff
Karen Hayden, Staff Services Analyst

Enclosure



UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95618-4852

Agreement #EW-2016-26

Training Services Agreement

This Agreement is made this 1st day of July, 2016 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and PLUMAS COUNTY ("User").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2016 through June 30, 2017. All courses must be completed by June 30, 2017.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

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

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

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

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

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

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

User:

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

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

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

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

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;


political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By 
Name Paul M. McNeil
Title UC Davis Extension
Date 5/18/16

PLUMAS COUNTY

By _____
Name _____
Title _____
Date _____

FEIN: 94-6036494

Approved as to form:

 Deputy 5/27/16
COUNTY COUNSEL

EXHIBIT A

TRAINING PROGRAM

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

Total cost of training under this agreement is	\$43,450.00
University's in-kind contribution	\$ 4,345.00
User's share of cost	\$39,105.00

402



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: JUNE 2, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM, JUNE 14, 2016

RE: AUTHORIZATION TO PURCHASE A REPLACEMENT VEHICLE FOR THE
DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors

1. Waive competitive bidding for a replacement vehicle for a 2015 Ford Explorer which was a total loss due to an accident.
2. Approve the purchase of a 2016 Ford Explorer as bid by Quincy Auto Company in the amount of \$37,143.55.
3. Authorize the Director of the Department of Social Services to complete the purchase subject to the approval of 1. above including signing all necessary purchase documents.
4. Authorize the Director of the Department of Social Services to execute the necessary documents for removal of a fixed asset: 2015 Ford Explorer VIN # 1FM5K8B88FGB12347.

Background and Discussion

In late March a 2015 Ford Explorer, recently purchased by the Department of Social Services was involved in a single vehicle rollover accident on Highway 70 just east of Jarbo Gap. While the employee involved did not experience anything other than very minor injuries, the vehicle itself was considered a total wreck and unable to be repaired. As is protocol for such events, the Department informed Risk Management. We were advised that due to a change in the type of insurance coverage, there was a high likelihood that the Department could recover the full cost of the vehicle.

Following the submittal of an insurance claim by the Risk Manager, the County received payment in the amount of \$35,157 as reimbursement from our insurer for the wrecked

vehicle. These funds have been deposited by the Auditor-Controller in an account for vehicle replacement in the Department's FY 2015-2016 budget.

The Department of Social Services has been working with Quincy Auto Company, the original seller of the vehicle, to find a comparable replacement. On June 1, 2016, Quincy Auto advised the Department that they could not locate an exact match for the vehicle, but had located a 2016 Explorer XLT for \$37,143.55. It is important to note that the vehicle is one year newer and is better equipped than the vehicle that we are replacing.

With the above in mind, the Department has processed a budget transfer of \$200 with the Auditor-Controller to enable the Department to make this purchase should the Board approve it today. We have also requested that Quincy Auto place a hold on the vehicle so that it will be available should your Board approve the purchase.

Financial Impact

There is no financial impact to the County General Fund. As is discussed above, insurance covered \$35,157 of the cost to replace the vehicle. The Department had a balance in that account of \$2,844 in that account which brings the total to \$36,998. As that amount was still short by \$146, the Department has transferred \$200 from Vehicle Maintenance to provide sufficient funds to make this purchase.

As is indicated above, the replacement vehicle is one year newer and is an upgrade in models. The wrecked vehicle was an XL model while the replacement is an XLT meaning that it is better equipped than the vehicle that was wrecked. Considering all of the above, the purchase makes good business sense.

Purchasing Requirements and Competitive Procurement

As the 2015 Ford Explorer was a total loss, insurance reimbursed the County for the cost of that vehicle. The Department was advised that we would need to seek price quotes from 2-3 dealers for a "like" vehicle. Neither Susanville Ford nor Quincy Auto Company could locate a "like" 2015 Explorer as the model year had ended. The Department was then advised to proceed with a search for a 2016 model. Susanville Ford verbally advised the Department that they could not find a 2016 model fleet vehicle. Quincy Auto Company provided the price quote for the 2016 model, which is an upgrade from the vehicle which was lost.

Other Agency Involvement

The Risk Manager has been involved in securing loss coverage for the wrecked vehicle.

Copy: DSS Managers

Enclosures



QUINCY AUTO CO.
1970 E. MAIN ST.
P.O. BOX 1936
QUINCY, CA. 95971

PAT LESLIE

06-01-16

DEPT OF SS.

QUINCY, CA. 95971

ATTACHED IS A VEHICLE THAT IS AVAILABLE
AT THIS TIME. IT IS A LITTLE MORE EXPENSIVE
BUT IT IS THE ONLY ONE I COULD FIND SIMILAR
TO THE ONE I QUOTED YOU.

THE PRICE IS \$35794.⁰⁰ PLUS DOC FEE \$80.⁰⁰
ELECTRONIC FILING FEE \$20.00 CA TIRE FEE \$9.⁰⁰
AND \$2690.55 SALES TAX. THE TOTAL IS \$38593.50

THERE IS A FACTORY REBATE OF 1450.⁰⁰ SO THE
FINAL PRICE IS \$37143.55.

DEALER 72B 428

VIN 1FM5K8DH6GGC87971

	Suggested Retail Price	Invoice Amount
K8DF EXPLORER XLT 4WD	35400.00	33188.00
2016 MODEL YEAR		
J7 MAGNETIC METALLIC (CGAAG)		
8W EBONY BLACK CLOTH		
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 200A		
OPTIONAL EQUIPMENT/OTHER		
.18" 5-SPOKE PAINTED ALUM WHLS		
99H 2.3L I4 ECOBOOST ENGINE	995.00	933.00
446 6-SPEED AUTO TRANSMISSION	NC	NC
.P245/60R18 A/S BSW TIRES		
21K FRONT FOG LAMP - LED	150.00	141.00
422 CALIFORNIA EMISSIONS SYSTEM	NC	NC
SELECT SHIFT TRANSMISSION		
153 FRONT LICENSE PLATE BRACKET	NC	NC
TOTAL OPTIONS/OTHER	1145.00	1074.00
TOTAL VEHICLE & OPTIONS/OTHER	36545.00	34262.00
DESTINATION & DELIVERY	945.00	945.00
<hr/>		
TOTAL FOR VEHICLE	37490.00	
FUEL CHARGE		
CA NEW MTR VEHICLE BOARD FEES		38.95
ADVERTISING ASSESSMENT		.65
SHIPPING WEIGHT 4457 LBS.		548.00
TOTAL	MSRP → 37490.00	35794.60

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to		72B428					
All Star Ford		CA 94565		Order Type	Ramp Code	Batch ID	Price Level
3800 Century Way				2	CA76	GD061	640
Pittsburg				Date Inv. Prepared		Item Number	Transit Days
				04 06 16		72-P015	13
Ship to (if other than above)		Ship Through					
Invoice & Unit Identification NO.		Final Assembly Point		Finance Company and/or Bank			
1FM5K8DH6GGC87971		CHICAGO		Toyota Motor Credi 020105			

Total Holdback

Invoice Total

A & Z Plan

D Plan

X Plan

FPA



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 301
Quincy, California 95971-9115

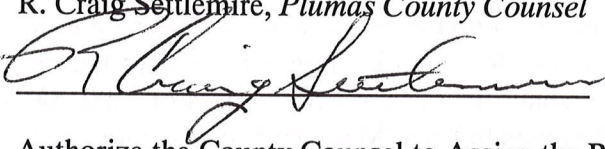
R. CRAIG SETTLEMIRE
COUNTY COUNSEL
STEPHEN L. MANSELL
DEPUTY COUNTY COUNSEL
MARI SNYDER
PARALEGAL/SMALL CLAIMS ADVISOR

Phone: (530) 283-6240
Fax: (530) 283-6116

June 6, 2016

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: R. Craig Settlemyre, *Plumas County Counsel*


SUBJECT: Authorize the County Counsel to Assign the Paralegal/Office Manager/Small Claims Advisor (Paralegal III classification, Confidential Unit) to Work an Alternating 4-10's Work Schedule

Summary of Requested Action:

The County Counsel requests authorization from the Board of Supervisors to assign the Paralegal/Office Manager/Small Claims Advisor to an alternating work-week schedule where she will work four 10-hour days one week (typically Monday through Thursday), followed by five 8-hour days the next week (Monday through Friday), on an alternating basis.

Background:

The Paralegal/Office Manager/Small Claims Advisor position in the County Counsel's Office is the sole support staff to the two attorneys in the County Counsel's Office. As such, this position necessarily preforms a multitude of duties that have varying degrees of complexity. The position is the initial point of contact between the County Counsel's Office and the various County departments, other agencies and parties having business with the County, and the general public. The position fulfills the County's responsibility to provide Small Claims Advisor services to small claims court litigants. The position functions as the department's fiscal officer in handling claims and formulation the department's budget requests. The position handles other complex tasks as assigned by the attorneys including processing contracts, organizing litigation files, gathering information and evidence, responding to requests for public records, and similar matters.

TO: Honorable Board of Supervisors, County of Plumas
FROM: R. Craig Settlemyre, *Plumas County Counsel*
SUBJECT: Authorize the County Counsel to Assign the Paralegal/Office
Manager/Small Claims Advisor (Paralegal III classification, Confidential
Unit) to Work an Alternating 4-10's Work Schedule

Page 3 of 3

For this purpose "workday" is defined as ten hours instead of eight hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis.

Proposed Action:

It is respectfully recommended that your Board authorize the County Counsel to assign the Paralegal/Office Manager/Small Claims Advisor to an alternating work-week schedule where she will work four 10-hour days one week (typically Monday through Thursday), followed by five 8-hour days the next week (Monday through Friday), on an alternating basis, and that the County Counsel have the authority to return to a standard work-week schedule as provided by the MOU.

END OF MEMORANDUM

[Y:\Memos\BOS Memo - Request Authorization for 4-10 Workweek.doc]

5A

Outdoor Festival Permit

(Including Programs & Plans approved by various County Departments)

“For the Funk of It”

Music Festival

at

Belden Town Resort

**August 12th through August 14th,
2016**

FEST 4-16

DEPARTMENT OF PUBLIC WORKS USE ONLY

Date Recv'd 4/7/16

Receipt No. 141534 \$ 1000.00

PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of \$1,000.00.
4. Make the check payable to Plumas County Department of Public Works

A. Applicant (s)

Name of Festival For The Funk Of It

Name of Applicant Spencer Rouse

Residence Address 1265 East 7th street, Chico CA 95928

Mailing Address 1265 East 7th street, Chico CA 95928

Telephone Number 530-354-0932/530-343-3179 E-Mail Address spencer@fffest.com spencerkrouse@hotmail.com

Business Address and Telephone Number (If different from above) same

*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffman

Mailing Address 4785 Belden Town Road, CA 95915

Telephone (530) 283-9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge - 4785 Belden Town Road, CA 95915

Nearest town Belden

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: August 8th-11th, 2016

Dates of Actual Event: August 12th - 14th, 2016

Dates of Post Event Activities: August 15th-16th

Hours of Event Activities for each day of Event: Gates will open at noon on 8/12/16. Amplified music will start at 1pm and continue through the weekend.

Music will end at sunrise on 8/15/16 if not sooner.

E. Number of Attendees and Staff

Number of Spectators or Participants for each day of Event We are planning for attendance of 1000-1200 individuals,
which includes all staff, artists, and vendors as well as ticket-holders.

F. Maps and Diagrams

Provide maps or diagrams showing the following:

- (a) Location of the property on which the proposed event and all related activities will be held.
- (b) Location of adjacent roads, lots, and residences
- (c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
- (d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
- (e) Location and orientation of loudspeakers
- (f) Location, style, wattage and orientation of all temporary lighting, such lighting shall not illuminate off-site properties.
- (g) Location of camping or other overnight areas
- (h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

Signature (s) of Applicant (s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

Spencer Rouse

Digitally signed by Spencer Rouse
Date: 2016.03.28 13:20:44 -07'00'

Signature

Date

Signature

Date

Belden Town Resort
14785 Belden Town Rd.
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for The Funk o' fit Music Festival to take place on 8/11 - 8/14 and 8/15 at Belden Town Resort, 14785 Belden Town Rd, Belden, CA. 95915 and also for the property at Jacks Place located at 25311 hwy 70, Twain CA 95984.

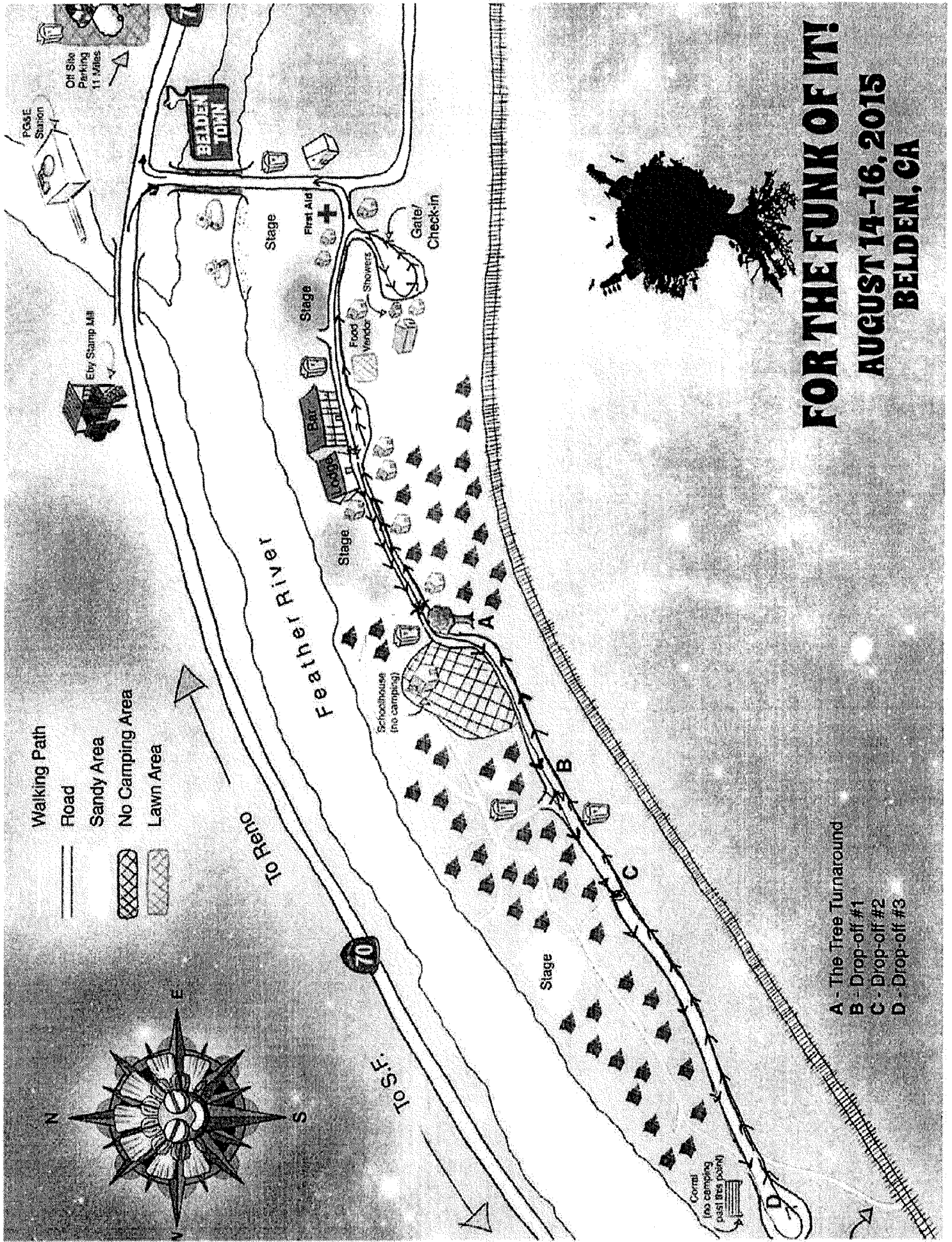
Thank you,

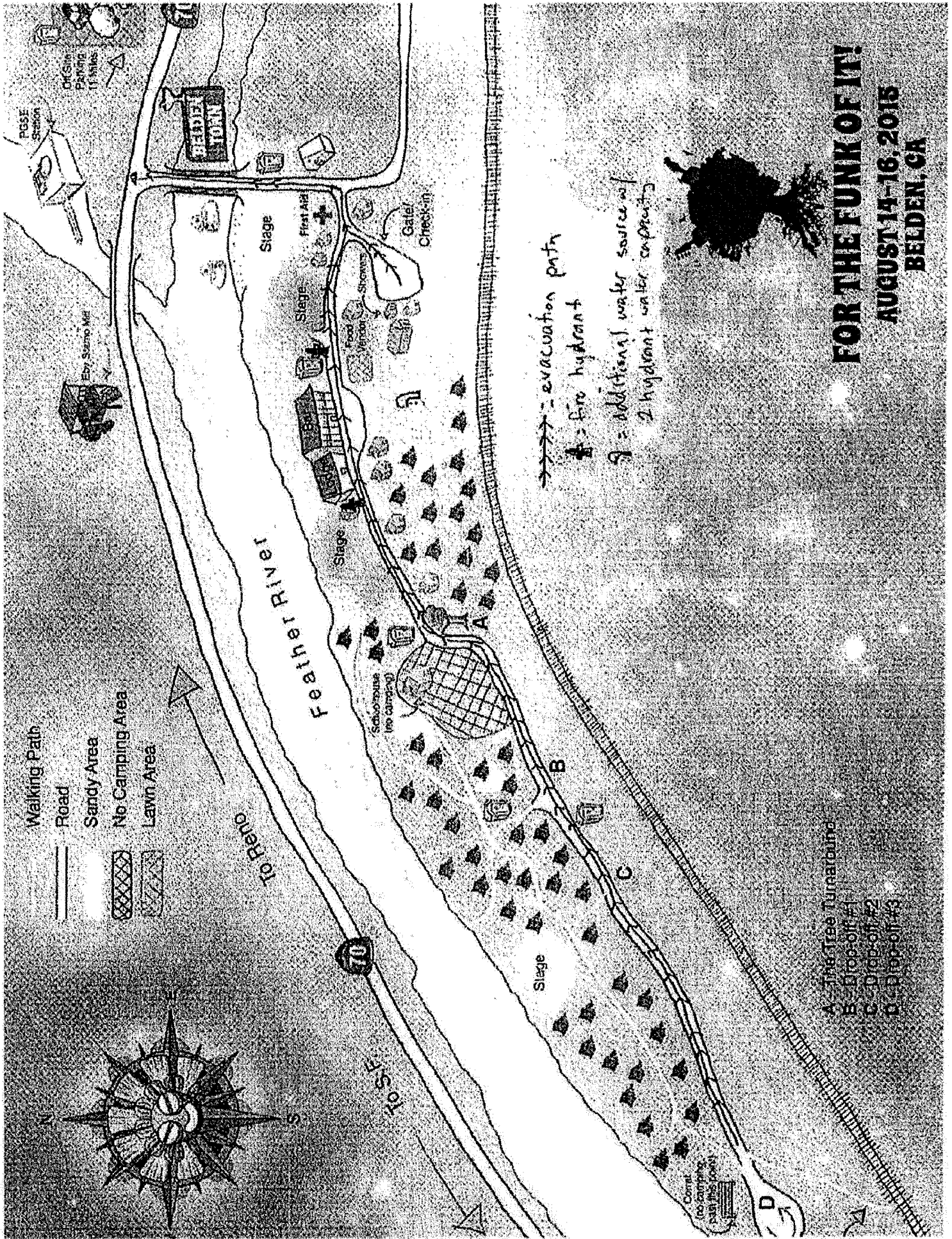


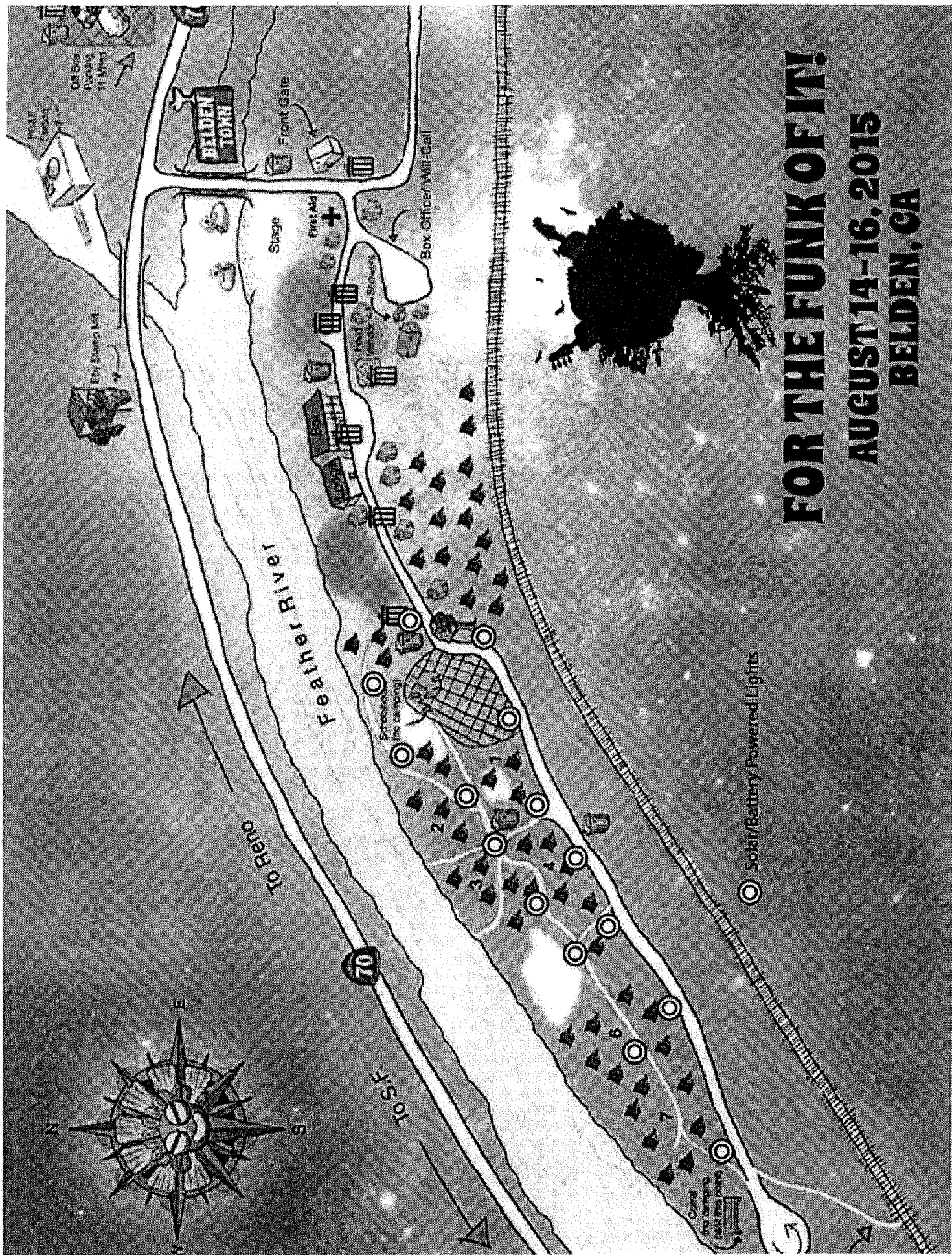
Ivan Coffman- Owner, Belden Town Resort and Lodge

RECEIVED APR 19 2016





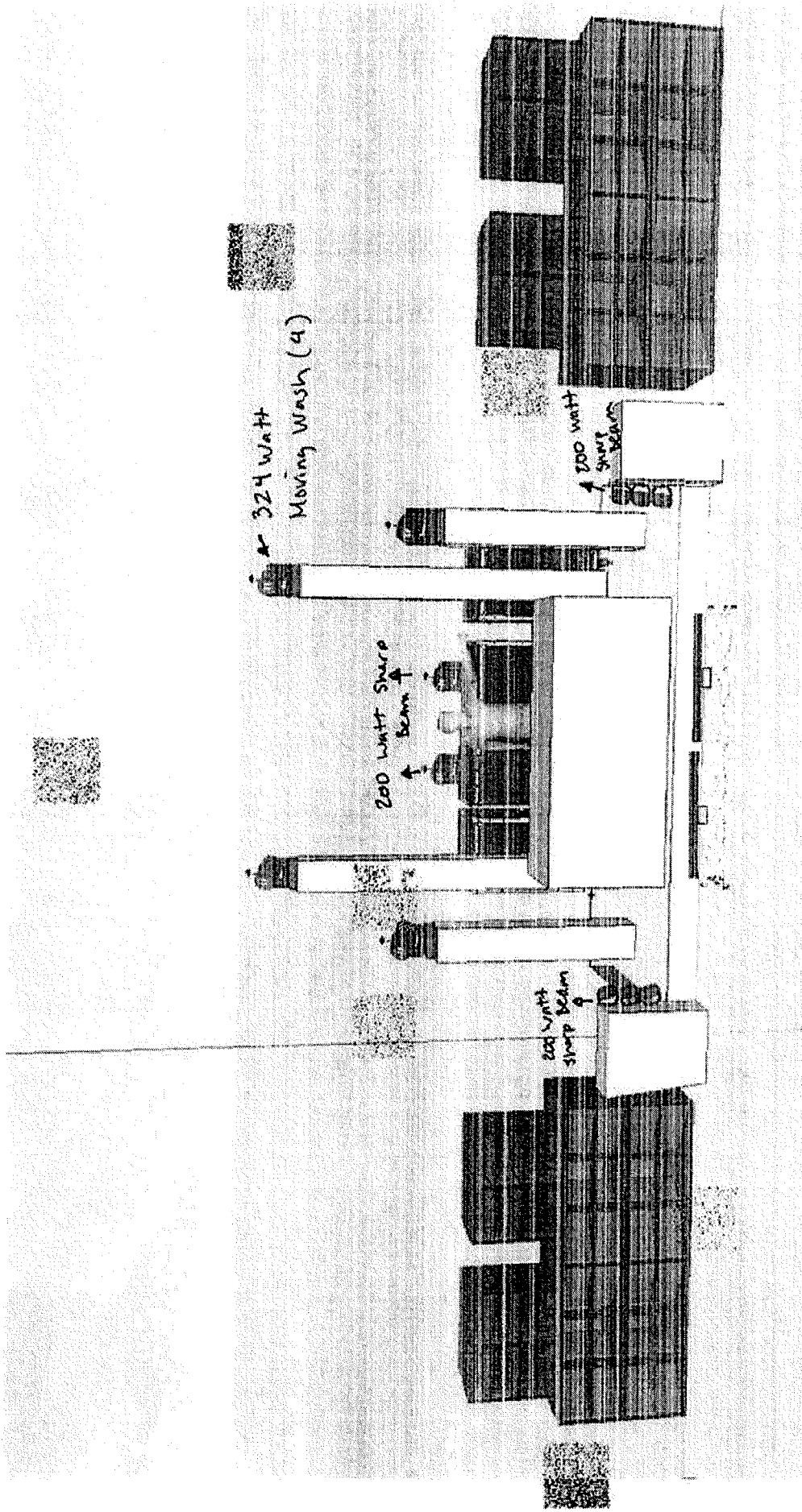




FOR THE FUNK OF IT!

AUGUST 14-16, 2015

BELDEN, CA



SUPPLEMENTAL OUTDOOR FESTIVAL PERMIT APPLICATION

Describe below, or on an attached sheet, an explanation of the proposed event including plans describing the following information. Include the signature of the approving County authority as required. Programs and plans must be consistent with preliminary application.

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

a) Commercial Liability Insurance

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: 520 Main Street, Room 205
Quincy, CA 95971
(530) 283-6041

We are partnering with a non-profit, Future Kind, who will be providing the Event liability coverage.

\$1,000,000 Each Occurrence
\$300,000 Damage to Rented Premises
\$5000 Medical Expenses
\$1,000,000 Personal and Adv Injury
\$2,000,000 General Aggregate
\$1,000,000 Products – COMP/OP AGG

The State of California and its workers, The Plumas National Forrest, Plumas County, Belden Town Resort and Lodge are named as additional insured with respects to General Liability per form CG2011 01/96 attached.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.


Plumas County Risk Manager

Assistant


Signature / Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2015

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Bob Backstrom/Spencer K. Rouse dba- For the Funk of it Productions 1265 E. 7th st Chico, CA 95928	<table border="1"><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Essex Insurance Company</td><td>39020</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Essex Insurance Company	39020	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Essex Insurance Company	39020												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5402-M742670	08/14/2015	08/18/2015	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 1,000
			3DS5402-M742670	08/14/2015	08/18/2015	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 777, Event Type: Concert - Jam.
Primary/Non-Contributory wording applies per attached MEGL 0010 03 11.
Waiver of Subrogation applies per attached CG 24 04 05 09.
The State of California and its Workers

CERTIFICATE HOLDER

The State of California
The Plumas National Forrest
Plumas County
Belden Town Resort & Lodge
14785 Belden Town Road
Belden, CA 95915

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Policy Number: 3DS5402-M742670

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The State of California and its workers 86 North Main St. Quincy, CA 95971; The Plumas National Forest 39696 Highway 70 Quincy, CA 95971; Plumas County 159 Lawrence St. P.o. Box 11500 Quincy, CA 95971-6025; Beldon Town Resort & Lodge 14785 Beldon Rd. Beldon, CA 95915
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Essex Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED PERSON OR ENTITY:

The State of California and its workers 86 North Main St. Quincy, CA 95971;
The Plumas National Forest 39696 Highway 70 Quincy, CA 95971; Plumas County 159 Lawrence St. P.o. Box 11500 Quincy, CA 95971-6025; Beldon Town Resort & Lodge 14785 Beldon Rd. Beldon, CA 95915

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

SECTION II – WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or entity(s) shown in the Schedule above, but only as respects negligent acts or omissions of the Named Insured and only for "occurrences", "claims" or coverage not otherwise excluded by this insurance.

Where no coverage applies to the Named Insured, no coverage or defense applies to the Additional Insured shown in the Schedule above.

No coverage applies to the Additional Insured scheduled above for any "bodily injury", "personal and advertising injury", or "property damage" to any "employee" of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury.

Subject to the above, when coverage applies to the Additional Insured(s) listed above, it shall be primary insurance as respects any "claim", loss, or liability arising out of the Named Insured's operations as covered by this insurance. If coverage applies under this policy, any other insurance maintained by the Additional Insured(s) as a Named Insured shall be excess and non-contributory to the coverage provided by this insurance.

All other terms and conditions remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

The State of California and its workers 86 North Main St. Quincy, CA 95971;
The Plumas National Forest 39696 Highway 70 Quincy, CA 95971; Plumas County 159 Lawrence St. P.o. Box
11500 Quincy, CA 95971-6025; Beldon Town Resort & Lodge 14785 Beldon Rd. Beldon, CA 95915

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.



Receipt

DATE:
Policy #:

05/05/2016
M974088

www.TheEventHelper.com 1020 McCourtney Rd. Suite B, Grass Valley, CA 95949 (530) 477-6521	Policy Limits Each Occurrence \$2,000,000 (Includes Bodily Injury and Property Damage) Personal & Advertising \$2,000,000 Injury	Event Details Concerts - Jam Attendance: 900 people Event Length: 3 day(s)	
Event Holder / Insured c/o Jessica Valle Bob Backstrom/Spencer K. Rouse dba- For the Funk of it Productions 1265 E. 7th st Chico, CA 95928 Payment From Jessica Valle Card Number: **** * 5768 Card Type: Visa	Products / Completed \$2,000,000 Operations Aggregate General Aggregate \$3,000,000 Medical Payments \$5,000 Deductible \$1,000 Liquor Liability Host Included Waiver of Subrogation Included Additional Insured(s) Included Hired & Non-Owned Not Auto Included	Cost Breakdown Premium: \$ 225.00 Stamping Fee: \$ 0.45 Tax: \$ 6.75 Policy Fee: \$ 124.30 RPG Fee: \$ 0.00 Broker Fee: \$ 0.00	
Refund Policy If I choose to cancel my general liability policy, I will be subject to a refund fee of \$124.30, the full Administration Charge on my policy. In the very unlikely case www.TheEventHelper.com's coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period.		AMOUNT PAID	\$ 356.50

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

b) Police Protection and Security

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

FTFOI will have 24-hour security coverage, provided by Belden's security team and our private security team. All security will be clearly identifiable and have radios for quick response to any events at the festival. Our private security team will all have current Guard Cards (Security Card Licenses from the Bureau of Security and Investigative Services). One patrol (2-man team) will be on duty at all times with another on standby by in case of emergencies. We will run extra patrols during the evening to provide extra coverage if needed.

We will not be selling any alcohol during the festival. The only alcohol available will be provided backstage only to the artists. Belden's bar will be open throughout the festival, but we do not promote or advertise any alcohol consumption whatsoever. We will make announcements for all attendees to conduct themselves in a safe manner and will instruct our security teams to be aware of any unsafe alcohol consumption.

This is a family friendly event, and we expect our attendees to conduct themselves in a manner befitting a family event, we discourage public intoxication. This will be communicated via all social media, posters and emails, as well as announcements over the public address system. We will instruct our security team to be on the look out for any underage drinking, but we do not expect any incidents.

We do not condone the use of illegal drugs at FTFOI, and all of our staff will be vigilant and looking for signs of any illegal substance dealing, drug paraphernalia sales, or related issues. Staff will be immediately notified of any incidents and security and medical teams will be involved directly. Offenders face eviction from event and possible prosecution from local law enforcement. This will be communicated via all social media, posters and emails, as well as announcements over the public address system.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

Debra Corbett
Plumas County Sheriff


Signature / Date

8/12/16

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

c) Emergency Preparedness Plans

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6332

Belden and our private security staff are trained to handle emergency situations and will be prepared and equipped to do so in the event of an emergency at FTFOI. Our security team will be easily-identifiable and carry radios at all times in the event of an emergency.

EVACUATION PLAN

Our evacuation plan is indication on the attached map. Attendees will be notified of the evacuation plan by email prior to the event and printed materials provided at the event, including a program and map.

Once our staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leaders will assemble with Belden staff to review plans and assignment. An alarm will be sounded, the security team will move throughout the campground area with bullhorns, directing participants to report to the front of the lodge. No breakdown of camps or any event infrastructure will occur at the time of evacuation, only living beings will be evacuated. Our parking crew, door crew and event leaders will oversee the vehicle traffic.

Attendees who have cars parked on-site, will be directed to get in their vehicles and proceed to the Belden RV parking lot, where they will fill their remaining seating with seat belts with drivers of the off-site vehicles. (To clarify, only drivers will be ferried to the off-site parking lot to maximize the number of cars returning to Belden to assist with the evacuation.) These on-site cars will then drive up Hwy 70 to the off-site lot and drop off their passengers. This process will iterate as required, using our shuttle if necessary.

Attendees who are not driving to the off-site lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Hwy 70 (with event staff directing traffic) to gather at the rest stop north of Belden, on the north side of Hwy 70 by security, Belden staff, and event leaders. They will await pickup there.

Continued on additional pages.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Gerald Sine
Director, Plumas County OES

[Signature] 8/12/16
Signature / Date

c) Emergency Preparedness Plans - Continued

Cars returning to Belden from the off-site parking lot will load passengers at the rest stop north of Belden on the north side of Hwy 70 and proceed southwest along the evacuations route as specified by CalFire/CHP/Sheriff/Plumas County. Belden staff have indicated that emergency vehicles will be coming from Quincy, and therefore evacuation will be directed onto Hwy 70West.

FTFOI event leaders and security will conduct additional sweeps throughout the campgrounds to verify complete evacuation. Staff, not including event leaders will evacuate with participants. Once staff and participant evacuation is complete, security and event leaders will evacuate.

To prepare for emergency evacuations, roadways will be kept clear at all times and fire lanes clearly marked. All cars will be parked facing the direction of evacuation, per Federal and County regulations. Enough cars are kept on site to be able to implement the evacuations plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete evacuation.

FIRE PROTECTION

Our security team will conduct routine wailing patrols throughout the town and campground and will remain vigilant for any fire activity. In addition, all participants are made aware of the strong danger of any fire and instructed to report any smoke, fire, or dangerous circumstances to the security team or FTFOI staff. The security team and Belden staff are equipped with radios at all times to respond to any incidents. Emergency responders will be notified of fire by phone or directly.

In addition, in the event of fire, Belden is equipped with a state of the art fire system. Belden has 2 dedicated fire hydrants, as well as one additional water source with a hose hook-up capability for use in fire fighting, that is able to produce the output of 2 hydrants with 3 spigots attached to the tanks, 1 mounted unit and 4 10,500 gallon water tanks. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and hose hook-ups throughout Belden. Belden has the following hoses and appropriate reducers for said hoses:

(10) 1.5 inch (100ft each)

(8) 1inch (100ft each)

(3) 2inch (50ft)

(2) 3.5inch (100ft)

PREVENTION OF WILDFIRE

We clearly communicate to all of our attendees that no campfires, fire art, fire activities or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will provide the information and the website to obtain the permits on our website and via emails. We will additionally post fire prevention signs throughout the campgrounds.

Fireworks, generators and portable equipment such as welding, cutting or chainsaws will not be permitted at FTFOI and will be communicated on our website and emails. If generators will be use as part of the event, we will ensure that they are only operated on land that is not forest covered, brush covered, or grass covered, but we do not expect to use any generators. FTFOI staff and security will ensure compliance with Cal PRC 4442.

Smoking:

All programmed activities take place on pavement or areas with no vegetation. Smokers will be encouraged by security and via the public address system and all electronic communications, to use these areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to only use the safe areas.

Parking in dry grass:

Our designated parking areas will be cut to ensure there will be no car body or engine contact with the plant life or dried plant matter or do not contain live or dry plant matter. Designated parking areas will also be watered down before the event to minimize the possibility of combustion/spark ignition.

Vehicular evacuation plan, 640+ people;

The fire code for the town is 100 vehicles, these are parked facing toward the bridge, there are also another 30 parking spots allotted to us on the road west of Belden. This would allow about 520 or so people to be evacuated immediately with seat belts. We also have up to 21 Rv's parked on property during our festivals which would allow 6-10 minimum per vehicle so there is another 80-180 people evacuated immediately. This gives us a minimum of; 640 festival attendee's that can be evacuated immediately. Then foot traffic over the bridge would be minimal. There are also fliers that the County provided that will be handed out to all of the festival promoters.

The staff, residents, and security teams, our (Evacuation team) at Belden will be handling traffic control, in case of a fire or other emergency evacuations. The vehicles will be parked facing out towards the bridge when parked on property, to avoid complications with traffic making its way out as quickly and safely as possible.

In case of an immediate evacuation BC Cameron has a loud speaker system to announce to the attendees we are at the point of evacuation to leave cars behind and just get out, if necessary. We will have an evacuation team that will be directing the people across the bridge and over to the rest area.

Phone contact numbers for Belden staff;

530-283-9662 Bar,
530-927-9649 Rich Folen cell, 530-284-6154 home
530-519-3037 BC Cameron cell
530-927-7067 Ivan Coffman Cell,
530-283-9341 Jody Coffman house,
530-616-0846 Frank Boswell

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

The Belden Town restaurant will be open for food service from 7am - 10pm everyday. Snacks and beverages can also be obtained at Belden's store, which is kept fully stocked during FTFOT. FTFOT also employs a food vendor that will provide food for the bands, volunteers and staff. There will also be X food vendors to provide food and beverages for all attendees. All food vendors will submit an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require all vendors to comply with all state and county health department requirements, including the submission of a Temporary Food/Mobile Food Facility application at least 30 days prior to our event.

Water

Belden has two water sources and holds a current permit for these water sources, so we will be relying primarily on the Belden system for our water supply. These include one east-to-access water fountain spigot centrally located. Belden store also sells bottled water. We make frequent announcements for people to hydrate themselves and stay healthy as well as asking our security team to direct all to available water resources. This will also be communicated on our website and emails.

Sewage

Will be using Johnny On The Spot Toilet Rentals, based out of Chico, for our portable toilets. We will be providing 28 toilets and 2 wash stations for the expected 800. All toilets will be cleaned and serviced daily. There are additionally toilets located in Belden in the lodge, and shower area. There are also bathrooms located in all of the cabins and hotel rooms. We will station two toilets at our off-site parking near Twain (Jack's Place).

Solid Waste/Recycling

Belden will provide a solid waste dumpster for all solid waste collection. We will have 13 bins with good signage conveniently throughout the area for solid waste and recycling. These bins will be checked continuously throughout the day, everyday. Campers will be informed they will be responsible for collecting and disposing of their own waste. Staff will also ensure all areas are left clean after the event. The collection and servicing of all bins will prevent odors, leakage, overflow and fires.

SOLID WASTE REMOVAL SHALL BE PERFORMED BY A PERMITTED SOLID WASTE FRANCHISE -
FEATHER RIVER DISPOSAL

County Agency Approval: APPROVED AS NOTED.

The plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Environmental Health

 5/17/16
Signature / Date

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

e) Medical Facilities & Services

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

FTFOI will have medical support available on-site at all times. MARS agrees to provide the medical services described in the attached Medical Services Plan approved by the Plumas County Health Officer. For all others medical issues we have sufficient resources to treat injuries on site or provide transportation to local medical centers.

We will provide:

At least 2 California licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher. Both will be available and stationed at a dedicated First Aid Station clearly marked and accessible to attendees. It will be located just inside Belden at the end of the bridge.

An automated external defibrillator (AED) and certified CPR staff will be available at all times. The medical personnel also have available basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask) device, oxygen and nasal cannula, epinephrine for IM use (EpiPen), naloxone for IM/IN use (available OTC), and basic BLS airway, splinting, and immobilization devices.

These medics will evaluate and treat any injury or illness brought to the attention of FTFOI staff.

On-site medics will perform assessment to determine appropriate treatment and whether treatments should be on-site or at a local medical center. If treatment at medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation. Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.

Basic resuscitation equipment and medications as well as other basic equipment and supplies, all provided by MARS, will be available for medics' use. This includes a blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.

A vehicle will be kept ready to transport the medics to the patient if necessary.

A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to local medical facility if the participant does not have a vehicle available and the medical event does not warrant an ambulance call.

Continued on additional pages.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.


Plumas County Health Officer

6/1/16
Signature / Date

page 1 of 4

e) Medical Facilities & Services - Continued

All FTFOI, Belden, security, and MARS staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. FTFOI staff and medical staff on duty will have at least 2 fully functional devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a land line that is available for our use in the event that non-site cellular communications are unavailable due to reasons beyond our control.

Our medical services provider, MARS, will complete ICS forms 201, 202, 205 and 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least 2 weeks prior to the event.

Additional measures related to emergency services and safety include:

We will have tight integration between event leaders, security, MARS Medical, and Belden staff to provide seamless and consistent monitoring and emergency response capabilities. Both Belden staff and our security staff are trained to handle emergency situation, and will be prepared and equipped to do so in the event of an emergency at FTFOI. Our event staff will be clearly identifiable and carry radios in the event of an emergency. One patrol of 2 persons is on duty at all times, and at least one other on call in case of an emergency, including medical. In the evening hours we will run extra patrols including the on-call team if something critical arises.

No FTFOI staff, or vendors will distribute alcohol to attendees. Beer is provided to the performers backstage and we will have security and staff to ensure that no alcohol leaves the backstage area. (Belden Resort sells alcohol at their licensed bar only, which is typically open from 10am until 1am each day).

Our email communications to attendees will include language regarding river safety, including a warning that we do not provide lifeguards and we will post "Swim at your own risk" signage on the Belden beach. We will have staff and security monitoring the beach and river area for potential hazards and to provide emergency support if necessary.

We will clearly communicate to all attendees that no campfires, fire art, fire activities or open flames are allowed, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in the campgrounds. For additional safety measures, see the Fire Protection and Emergency Preparedness section of the permit application.

While FTFOI staff, MARS Medical, our security team will be focused on the safety of our event participants, it is our expectation that Belden's staff will have the sole responsibility for the safety of bystanders, especially for any non-ticketholder Belden Resort (bar, restaurant, and store) patrons, including local passersby and any hikers from the nearby Pacific Crest Trail.

Name of Festival: For the Funk of It

Dates of Actual Event: 8/12/16 through 8/14/16

e) Medical Facilities & Services - Continued

Basic resuscitation equipment and medications as well as other basic equipment and supplies, all provided by MARS, will be available for medics' use. This includes a blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.

A vehicle will be kept ready to transport the medics to the patient if necessary.

A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to local medical facility if the participant does not have a vehicle available and the medical event does not warrant an ambulance call.

All FTFOI, Belden, security, and MARS staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. FTFOI staff and medical staff on duty will have at least 2 fully functional devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a land line that is available for our use in the event that non-site cellular communications are unavailable due to reasons beyond our control.

Our medical services provider, MARS, will complete ICS forms 201, 202, 205 and 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least 2 weeks prior to the event.

Additional measures related to emergency services and safety include:

We will have tight integration between event leaders, security, MARS Medical, and Belden staff to provide seamless and consistent monitoring and emergency response capabilities. Both Belden staff and our security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at FTFOI. Our event staff will be clearly identifiable and carry radios in the event of an emergency. One patrol of 2 persons is on duty at all times, and at least one other on call in case of an emergency, including medical. In the evening hours we will run extra patrols including the on-call team if something critical arises.

No FTFOI staff, or vendors will distribute alcohol to attendees. Beer is provided to the performers backstage and we will have security and staff to ensure that no alcohol leaves the backstage area. (Belden Resort sells alcohol at their licensed bar only, which is typically open from 10am until 1am each day).

Our email communications to attendees will include language regarding river safety, including a warning that we do not provide lifeguards and we will post "Swim at your own risk" signage on the Belden beach. We will have staff and security monitoring the beach and river area for potential hazards and to provide emergency support if necessary.

We will clearly communicate to all attendees that no campfires, fire art, fire activities or open flames are allowed, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in the campgrounds. For additional safety measures, see the Fire Protection and Emergency Preparedness section of the permit application.

While FTFOT staff, MARS Medical, our security team will be focused on the safety of our event participants, it is our expectation that Belden's staff will have the sole responsibility for the safety of bystanders, specifically for any non-ticketholder Belden Resort (bar, restaurant, and store) patrons, including local passersby and any hikers from the nearby Pacific Crest Trail.

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

f) Parking plan

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

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

FTFOI staffs a team devoted to parking exclusively, which will coordinate all parking of vehicles on the property in accordance with Plumas County, Belden, and the U.S. Forest Service rules and regulations. FTFOI sells 100 parking passes for the festival weekend. All remaining vehicles will be parked at the off-site location 11 miles away known as Jack's Place. All attendees will be shuttled to Belden from this site.

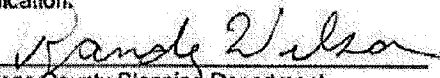
We will have a crew of 6-8 coordinating with Beldentown staff to facilitate parking. All vehicles will be parked facing the exit with wheels out turned for a direct emergency exit if needed.

We will have 2 Cal Trans easement special event ahead signs indicating the festival and parking.

We will allow parking of up to 100 vehicles on site with the overflow parking in Twain.

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.


Plumas County Planning Department

5-10-16

Signature / Date

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

g) Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control

Prior to event, Belden will pick up the "Special Event" signs so people know to slow down while vehicles are turning onto the bridge from Hwy 70. We will have 2 Cal Trans easement special event ahead signs indicating the festival and parking.

We will spray chalk to prep the area;

Arrows off the bridge and up to the RV lot to direct arrival traffic flow. Post "NO PARKING" and "FIRE LANE" signage on the high road near the main camping area, and create a border to mark the width of the fire lane needed along the entire road.

As people arrive:

All ticketed attendees will check in at Jack' Place, 11 miles past Belden. Vehicles will be ushered off the highway to avoid blockage by staff and clear signage. If attendees do not have a parking pass they will be directed to appropriate parking spots at Jack's place and shuttled to the event. Shuttled attendees will be dropped off in the RV lot. There will be a small shuttle service for campers to be dropped off at specific locations, see map, or may proceed on foot to the campgrounds.

Ticket purchases will held at the RV lot. Attendees will and loop around perimeter with the driver remaining in the vehicle at all times. We will have staff and security to ensure. All vehicles will have their noses pointing out back towards the bridge, ready to drive back out or be directed to parking spots. All traffic is instructed to move slowly and cautiously. If no parking pass is obtained, then vehicles will be directed across the bridge and to Jack's Place to park, then shuttled back to the event.

Continued on additional pages.

County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

See attached approval letter
Plumas County Department of Public Works

Signature / Date

g) Traffic Control Plan - Continued

We work diligently with the Belden staff to ensure that parking is efficient and according to all guidelines. All parking staff will be in communication with event leaders, and security via radios at all times. All attendees with parking passes will be continuously guided to the appropriate parking spots and correct parking technique, i.e. wheels facing the exit and pointed towards the street for easy evacuation. No vehicles will be allowed to park to look for camping spots, all vehicles will be parked appropriately before the driver may exit the vehicle. If a vehicle is found to be parked inappropriately all efforts to find the driver will be employed including the use of note on the car, bullhorns, public address system and scouring the grounds. If the vehicle is not removed in a timely manner, the vehicle will be towed at the owner's expense. This will be communicated throughout the event via public address system, bullhorns, and via all electronic communications to our attendees.

As People Leave:

Event staff will ensure that all vehicles leaving the event drive slowly and cautiously and directed towards the bridge for exit. Shuttle service will be provided to ferry attendees to their vehicles parked at Jack's Place.

Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control

- Belden will pick up the 'special event' signs so people know to slow down while people are turning onto the bridge from Highway 70.
- we use spray chalk to prep the area:
 - Draw arrows off the bridge and up to the RV lot to direct arrival traffic flow
 - Post "no parking" and "fire lane" markings on the high road near the main camping area
- All pre-sale ticket holders will check in at the off-site parking lot at Jack's Place prior to entering Belden Town. On-site parking pass holders will be directed to the parking area at Belden. Everyone else will park at Jack's Place and be shuttled over.
- Non-ticket holders will cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with their noses pointing out back toward the bridge, ready to drive back out of the lot.
- No vehicles will be allowed to stop with Belden outside of a designated parking area.
- People issued off-site parking permits will not be allowed to drive through Belden to drop off gear.
- A shuttle bus will be available to transports people between the off-site parking lot and Belden.

Off-site parking

- The festival promoter shall enforce the "No Parking" restriction on the Caltrans Encroachment Permit to ensure that the Belden Rest Stop is not utilized for parking by festival attendees.

County Agency Approval:

The traffic control plan as described above is approved for the "For the Funk of It" Festival scheduled for August 12th thru August 14th 2016.



Plumas County Department of Public Works

5-18-16

Signature/Date

APR/14/2016/THU 07:33 AM

FAX No.

P. 001/003

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
TR-0120 (REV. 6/2000)

In compliance with (Check one);

☒ Your application of **April 12, 2016**☐ Utility Notice No. _____ of _____☐ Agreement No. _____ of _____☐ RW Contract No. _____ of _____

TO:

Belden Town Resort and Lodge
PO Box 3256
Quincy, CA 95971

Attention: Richard W. Folen

Phone: 530-283-9662 or 530-927-9649

Permit No.
0216-6TK-0163Dist/Co/Rw/PM
02-PLU-70-13.4/15.1Date
April 12, 2016Fee Paid
\$ **\$ 410.00**Performance Bond Amount (1)
\$ **\$**Payment Bond Amount (2)
\$ **\$**

Bond Company

Bond Number (1)

Bond Number (2)

Customer Reference No.

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Place "Special Event Ahead" signs and restrict parking within the right of way for the following events; "Emissions Festival Event" May 13, 2016 to May 16, 2016; "Sunset Campout Event" July 21, 2016 to July 25, 2016; "Still Dream Event" July 28, 2016 to August 1, 2016; "Funk Event" August 12, 2016 to August 15, 2016. All events begin at 0700 and end at 1200 to be held at Belden Town Resort on State Route 70 from Post Mile 13.4 to Post Mile 15.1 in Plumas County pursuant to the attached plan.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.**GENERAL SPECIFICATIONS:****NOTIFY PERMIT INSPECTOR:** At least five working days before starting any work (ten days if any lane closures or traffic control will be necessary), notify Permit Inspector Fred Chaffin, telephone 530-604-0387, 1657 Riverside Drive, Redding, CA 96001, who will arrange for inspection and approval of the work covered by this permit.

(Continued)

The following attachments are also included as part of this permit (Check applicable):

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	General Provisions
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Utility Maintenance Provisions
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Special Provisions: <u>Special Event Sign Example</u>
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	A Cal-OSHA permit, if required: Permit No. _____
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	As-Built Plans Submittal Route Slip for Locally Advertised Projects
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Storm Water Special Provisions

In addition to fee, the permittee will be billed actual costs for:

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Review
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Inspection
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Field Work

(If any Caltrans effort expended)

☐ Yes ☒ No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.This permit is void unless the work is completed before **August 31, 2016**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

1 - Permittee
1 - Chaffin
1 - Traffic
1 - Maintenance Supervisor
1 - Plumas County Sheriff
1 - Plumas County Public Works Department
2 - Quincy CHP and Susanville CHP Dispatch
1 - File

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

TW STACEY BARNES, District Permit Engineer, District 2

APR/14/2016/THU 07:33 AM

FAX No.

P. 002/003

Name: Belden Town Resort & Lodge
Permit No.: 0216-6TK-0163
Date: April 12, 2016

GENERAL PROVISIONS: Permittee's attention is directed to the General Provisions of this permit with special attention to items 13, 14, 15, 28, and 32.

LIABILITY: In accordance with Streets and Highways Code, Section 682.5, subdivision (a), the California Department of Transportation (Caltrans) shall not be responsible for the conduct or operation of the permitted activity, and Permittee shall indemnify and hold harmless the State against any and all claims arising out of any activity for which the permit is issued.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT: Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said act.

TERMS OF PERMIT: Any failure on the part of the permittee or participants to abide by the terms of this permit or the requests or instructions of the State's representative shall be just cause for immediate stoppage of the event and/or revocation of the permit.

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety", of the Caltrans Standard Specifications and these provisions.

CONDITION OF STATE PROPERTY: The State's right of way shall be left in a clean manner, including the removal of all litter, to the satisfaction of the State's representative. No special event activities that may cause damage to State property shall be allowed.

TERMINATION OF EVENT: If rain, fog, or other elements should significantly affect safety for event participants or vehicular traffic, Caltrans may take whatever action is necessary to protect the public. Also, if for some unforeseen reason, the traffic demand for the State facility significantly exceeds the anticipated demand, it may be necessary to terminate the event.

OBEDIENCE TO TRAFFIC OFFICERS: All event participants shall comply with any lawful order, signal or direction given by any uniformed peace officer. Law enforcement personnel will take appropriate action to correct violations of these provisions.

TRAFFIC CONTROL:

TRAFFIC CONTROL: This permit authorizes no traffic control on state property.

TRAFFIC CONTROL DEVICES: Signs, cones and other traffic control devices shall meet Caltrans specifications for day and/or night use.

TRAFFIC CONTROL SYSTEMS: Traffic shall not be allowed to cause a backup on the highway. No lane closures are authorized under this permit. Only law enforcement personnel shall perform any traffic control that may be required.

APR/14/2016/THU 07:33 AM

FAX No.

P. 003/003

Name: Belden Town Resort & Lodge
Permit No.: 0216-6TK-0163
Date: April 12, 2016

SIGN PLACEMENT: Place two "Special Event Area" signs as directed by the State's Representative on State Route 70 in Plumas County. "Special Event Area" signs shall be placed on high-level temporary roadside sign stands as shown in the attached Special Event Sign Example. Place "No Parking" signs as needed and directed by the State's Representative on State Route 70 in Plumas County. "No Parking" signs shall be placed on a barricade and secured not to blow off. Signs shall be placed off the paved shoulder.

REMOVAL OF SIGNS: All signs shall be removed at the end of the event.

Name of Festival For The Funk Of It

Dates of Actual Event: 8/12-14/16

h) Transient Occupancy Taxes

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

We will be charging \$13,300 for the overnight provisions for the 3 days, which is \$4967.00 over the \$8700 that Belden pays. We will pay the 9% tax on the overage, totaling \$447.03.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Plumas County Tax Collector


Signature / Date

COUNTY TREASURER & TAX COLLECTOR

P.O. BOX 176, QUINCY, CALIFORNIA 95971 (530)283-6260



REGISTRATION FORM

UNIFORM TRANSIENT OCCUPANCY TAX
ORDINANCE NO. 544
COUNTY OF PLUMAS, STATE OF CALIFORNIA

For Office Use Only:

Issue Date: _____

Eff. Date: _____

Location: _____

Type: _____

DATE _____

CERT.# _____

(To be assigned by Tax Collector)

TO: PLUMAS COUNTY TAX COLLECTOR
P.O. BOX 176
QUINCY, CA. 95971

1. OWNER OF BUSINESS Spencer Rouse

OWNER'S MAILING ADDRESS 1265 East 7th street, Chico Ca, 95928

OWNER'S TELEPHONE NUMBER (530) 343-3179

2. NAME OF BUSINESS ESTABLISHMENT For The Funk Of It Productions

MAILING ADDRESS OF BUSINESS ESTABLISHMENT 1265 East 7th street, Chico Ca, 959

TELEPHONE NUMBER OF BUSINESS ESTABLISHMENT (530) 343-3179

3. NAME OF OPERATOR N/A

(If different from owner-Caution: Please read Ordinance No. 544, Plumas County Code for clarification of Operator's of Operator's responsibilities).

OPERATOR'S TITLE N/A

RESIDENCE ADDRESS OF OPERATOR N/A

RESIDENCE TELEPHONE OF OPERATOR _____

4. NAME OF RENTAL MANAGER N/A

(If different from operator)

5. WHO WILL BE RESPONSIBLE FOR FILING TRANSIENT OCCUPANCY TAX RETURN?

Spencer Rouse

**SEE REVERSE SIDE-ALL INFORMATION REQUESTED ON BOTH SIDES OF
THIS FORM MUST BE PROVIDED.**

6. PARCEL NUMBER, STREET ADDRESS OR LOCATION OF BUSINESS

002-340-002

7. FIRST DATE YOU RENTED THIS UNIT ON A 30 DAY OR LESS BASIS

8/8816

8. TYPE OF ORGANIZATION: INDIVIDUAL ☒ PARTNERSHIP ☐ CORP. ☐

9. NAMES OF PARTNERS OR CORPORATION OFFICERS:

Spencer Rouse Owner 1265 East 7th street, Chico Ca, 95928
(name) (title) (address)

(name) (title) (address)

(name) (title) (address)

10. NUMBER OF OCCUPANCY UNITS:

<u>1</u>	@	<u>\$ 466.66</u>	<u>1</u>	@	<u>\$ 383.33</u>	<u>2</u>	@	<u>\$ 400.00</u>
<u>3</u>	@	<u>\$ 300.00</u>	<u>6</u>	@	<u>\$ 333.33</u>	<u>10</u>	@	<u>\$ 80.00</u>
<u>400</u>	@	<u>\$ 1.00</u>	<u></u>	@	<u>\$</u>	<u></u>	@	<u>\$</u>

11. IF YOU OWNED OR OPERATED THIS RENTAL FOR TWO OR MORE YEARS, PLEASE COMPLETE THE FOLLOWING TO THE BEST OF YOUR ABILITY.

PERCENTAGE OF OCCUPANCY (FROM EXPERIENCE) 100

PERCENTAGE OF OCCUPANCY 30 DAYS OR LESS 100

PERCENTAGE OF OCCUPANCY 31 DAYS OR MORE 0

TOTAL PERCENTAGE OF OCCUPANCY 100

DATED: 4/22/16

SIGNATURE: _____

TITLE: Owner

COUNTY OF PLUMAS
TRANSIENT OCCUPANCY REGISTRATION CERTIFICATE
(Issued pursuant to Section 75005 of Ordinance No. 544)

POST THIS CERTIFICATE
IN A CONSPICUOUS PLACE

The business listed below is hereby authorized pursuant to Ordinance No. 544, of Plumas County, to collect the Transient Occupancy Tax imposed thereby for transmittal to the County Tax Collector.

CERTIFICATE NO.
2220

ROUSE, SPENCER
1265 E 7TH STREET
CHICO, CA 95928

PLUMAS COUNTY TAX COLLECTOR

By 

Date Issued 05/21/2015

This Certificate becomes void upon change of ownership or location. Notify Tax Collector of any change immediately.

Signature (s) of Applicant (s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

Spencer Rouse Digitally signed by Spencer Rouse
Date: 2016.05.09 10:07:05 -07'00'

Signature

5/8/16

Date

Signature

Date

5B

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and ERIN METCALF, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Plumas County Chief Probation Officer.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Chief Probation Officer, and other duties as may be assigned. A copy of the Plumas County Chief Probation Officer's job description is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Chief Probation Officer, effective June 20, 2016, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-

weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the Severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid on bi-weekly basis, in the same manner as appointed department heads. Effective beginning June 20, 2016, CONTRACT EMPLOYEE shall be paid at the salary rate of seven thousand three hundred fifty two and no/100 dollars (\$7,352.00) per month (or \$88,224.00 per year). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to

change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual). All sick leave accrued as a county employee prior to the effective date of this Agreement carries forward with this Agreement.
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRA member.
- d. Forty (40) hours of administrative leave per year.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at her sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the County Administrative Officer (CAO). If the office of CAO is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on June 20, 2016, (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

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

CONTRACT EMPLOYEE:

By _____
Sherrie Thrall, Chair
Plumas County Board of Supervisors

Dated: _____

ERIN METCALF
"Contract Employee"

Dated: _____

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

Dated: _____

20. EFFECTIVE DATE

This Agreement shall be effective on June 20, 2016, (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

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

CONTRACT EMPLOYEE:

By _____
Sherrie Thrall, Chair
Plumas County Board of Supervisors

Dated: _____


ERIN METCALF
"Contract Employee"

Dated: 5/24/16

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

R. Craig Settlemyre
Plumas County Counsel

Dated: _____

COUNTY Initials

- 6 -

CONTRACT EMPLOYEE Initials 

Exhibit A

Job Description

Chief Probation Officer

CHIEF PROBATION OFFICER

DEFINITION

Under administrative direction, to plan, organize, manage, direct, and supervise the functions, activities, and programs of the Plumas County Probation Department, including fiscal management, personnel management, program planning and evaluation, and public and political relations; to present Department activities, programs, and functions within the Court system, 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

The Chief Probation Officer is a department head classification with responsibility for the administration of the County's Adult and Juvenile probation programs. The Chief Probation Officer is appointed by the Board of supervisors in accordance with Welfare and Institutions Code section 271 and Penal Code Section 1203.5 and serves at the will and pleasure of the Board of Supervisors.

REPORTS TO

The Chief Probation Officer works under the direction of the Board of Supervisors and is subject to administrative policies and procedures adopted by the office of the County Administrative Officer and the County Board of Supervisors.

CLASSIFICATIONS DIRECTLY SUPERVISED

Deputy Probation Officer I, II, & III; Supervising Probation Officer, Department Fiscal Officer, Detention Coordinator, Probation Program Coordinator/Administrative Assistant, Community Service Work Coordinator, Legal Services Assistant I or II, Probation Assistant.

CHIEF PROBATION OFFICER - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the programs, activities, and functions of the Plumas County Probation Department.
- Develops directs and implements the goals, objectives, policies, procedures and work standards for the Probation Department.
- Interprets and advises staff on law regulations, policy and procedures.
- Participates in adult and juvenile criminal justice planning activities with other departments and agencies.
- Prepares and administers the Department 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.
- Oversees the activities and operations of Adult and Juvenile functions, as well as field supervision activities.
- Directs and manages the Special Purpose Juvenile Hall.
- Oversees office and administrative support functions.
- Counsels Department staff as warranted by problems and circumstances.
- Directs the gathering of statistical information and the preparation of Department reports
- Administers and oversees juvenile counseling, probation, and transportation programs.
- Organizes and administers Federal and State funded special juvenile and adult programs.
- Represents the Probation Department with the Superior Court, Board of Supervisors, special committees, community organizations, and other government agencies.
- Serves as the Department advocate
- Deals with the most sensitive public complaints and issues.
- Provides expertise on probation problems for other County management staff and elected officials.
- Reviews and evaluates Court decisions and legislation to assure compliance with appropriate laws, regulations, and standards.
- Supervises Community Corrections programs such as work furlough, electronic monitoring, etc.
- Has responsibility for insuring that Department staff receives mandated annual training.
- Serves as Work Furlough Administrator.
- Develops and administers grants.
- Performs a broad range of administrative and management duties.
- Conducts court investigations for emancipation requests and custody evaluations for relative guardianships.

CHIEF PROBATION OFFICER – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; 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 performed in an office environment and in the field; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF:

- Principles of adult and juvenile probation work including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Professional, and Health and Safety Codes applicable to probation work.
- Modern probation casework objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Training requirements and programs for professional probation work.
- Operating policies and general functions of the State Board of Corrections.
- Budget development and expenditure control.
- Principles and techniques of effective business, public, and personnel administration.
- Principles of employee management, supervision, training, and development.
- Must be able to perform all line staff duties.

ABILITY TO

- Plan, organize, manage, direct, and coordinate the functions, programs, and activities of the Plumas County Probation Department.
- Provide direction, training, and supervision for Department staff.
- Develop the Department budget and control expenditures.
- Review the work of staff and resolve problems.
- Be responsible for the development, maintenance, and preparation of probation statistics, records, and reports.
- Perform the most difficult and complex professional probation work.
- Apply the principles of adult and juvenile probation work and related court procedures in a variety of situations.

CHIEF PROBATION OFFICER - 4

ABILITY TO - Continued

- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Professional, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Make effective public presentations on topics such as delinquency prevention and probation work.
- Coordinate Department functions with the court system.
- Operate a computer and appropriate software in the performance of probation and management work.
- Effectively represent the Plumas County Probation Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

TRAINING AND EXPERIENCE

Five (5) years of broad and extensive professional work experience in adult and juvenile probation work, including at least three (3) years of experience in a management, supervisory, or lead position.

Graduation from college with a BA/BS in criminology, sociology, psychology, social work or closely related field.

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.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course and Supervisor Core Training as certified by the Board of Corrections and evidence of continued compliance with annual training requirements.

Ability to obtain a CPR /First Aid Certificate within one (1) year of employment.

Ability to pass a full background investigation to meet provisions of Government Code 1029 and 1029.1. In addition, in accordance with Government Code Section 1031, Candidate's physical, emotional and mental health will be evaluated and must be free from any condition which might adversely affect the exercise of the powers of a peace officer or performance of the duties of this position.

5c

RESOLUTION NO. 16-

SUPPORT FOR UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION FORESTRY AND NATURAL RESOURCES ADVISOR POSITION ASSIGNMENT TO PLUMAS AND SIERRA COUNTIES

Whereas Plumas and Sierra Counties has supported and benefitted from University of California education and applied research programs since 1946; and

Whereas Plumas and Sierra Counties has supported a University of California Cooperative Extension Natural Resources Advisor since 1992; and

Whereas Plumas and Sierra Counties are largely forested with a majority of the land in public ownership managed by the United States Forest Service; and

Whereas important forestry and natural resource issues and opportunities include: sustainable forest management, landscape-scale wildland fuel management to improve forest resiliency, forest restoration to increase water yield, community firewise education and general public education to improve science literacy and social acceptance of working forests; and

Whereas the present Natural Resources Advisor made important contributions to several local endeavors with regional and national importance including the Forestry Institute for Teachers, Quincy Library Group, Plumas County Fire Safe Council, Highway 89 Stewardship Team, and Project Learning Tree; and

Whereas the present Natural Resources Advisor plans to retire in the next two years and the University of California Agriculture and Natural Resources has initiated a process to identify new positions for recruitment; and

Whereas Plumas and Sierra Counties support University of California expertise with continued education and applied research programs in the area of forestry and natural resources.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County and Sierra County Board of Supervisors strongly support the proposed Forestry and Natural Resources position.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Sharon Thrall, Chair

ATTEST:

Clerk of the Board