

BOARD OF SUPERVISORS

Michael Sanchez, 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Lori Simpson, Chair 4th District

Jeff Engel, Vice Chair 5th District

**AGENDA FOR REGULAR MEETING OF OCTOBER 17, 2017 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

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) INDIAN VALLEY PARENTS CLUB

Approve request to waive fees for use of the Greenville Town Hall on Friday, October 27, 2017 for Annual Halloween Carnival, Indian Valley Elementary School

B) FACILITY SERVICES

- 1) Authorize the Department of Facility Services to recruit and fill vacant, funded and allocated 1.0 FTE Building & Grounds Maintenance Worker I position
- 2) Authorize the Department of Facility Services to recruit and fill funded and allocated 1.0 FTE Building & Grounds Supervisor I/II with a future start date of February 20, 2018

C) PUBLIC HEALTH AGENCY

Authorize the Department of Public Health to recruit and fill vacant, funded and allocated .75 FTE Site Manager position for the Portola Nutrition Site created by retirement

2. DEPARTMENTAL MATTERS

A) FACILITY SERVICES – Dony Sawchuk

Approve budget transfer of \$30,514 from Sierra Butte Trails Stewardship (20120/521334) to Equipment (20120/544630) for purchase of a compact excavator for OHV; discussion and possible action

B) PUBLIC WORKS – Robert Perreault

Appropriate \$600,000 from Road Department Contingencies (0002/20521) to Cash (0002/20521/10100) pursuant to adoption of the FY 2017-2018 budget; **four/fifths required roll call vote**

C) **BEHAVIORAL HEALTH** – Louise Steenkamp

Adopt **RESOLUTION** to Amend the County Classification Plan to Include the Job Descriptions for 1.0 FTE Management Analyst I/II; and 1.0 FTE Alcohol and Drug Programs Clinician Supervisor; and authorize the Behavioral Health Department to recruit and fill positions. **Roll call vote**

D) **COUNTY COUNSEL** – Craig Settemire

- 1) Approve and authorize the Chair to sign the following agreements in connection with the litigation matter entitled “Adler, et al., Petitioners v. County of Plumas, et al., Respondents, and Genesee Valley Ranch, LLC, et al., Real Parties in Interest,” Plumas Superior Court Case No. CV17-00152:
 - a) Indemnification Agreement with Genesee Valley Ranch, LLC
 - b) Joint Defense Agreement with Genesee Valley Ranch, LLC
- 2) Approve the following agreements in connection with the litigation matter entitled California Department of Water Resources v. All Persons Interested in the Matter, etc., Sacramento County Superior Court Case No. 34-2017-00215965 (the “WaterFix Validation Action”):
 - a) Contract for Legal Services among the Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District, and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas, with Rossmann & Moore, LLP, to be ratified effective July 21, 2017
 - b) Contract for Legal Services among the Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District, and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas, with the Freeman Firm, to be ratified effective July 1, 2017
 - c) Joint Defense and Fee Allocation Agreement by and between Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District, and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte

3. **BOARD OF SUPERVISORS**

- A. Appropriate \$9,250 from the General Fund Contingency to cover invoice from Institute for Medical Quality (Plumas County Correctional Facility); and authorize the Auditor/Controller to pay the claim from FY 16-17; **four/fifths required roll call vote**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

LAST CHANCE CREEK WATER DISTRICT

Appoint Darrin Damonte, Bryan Williams and Milton Frei, each to four (4) year terms on the Board of Directors of Last Chance Creek Water District in lieu of election pursuant to California Elections Code §10515

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Director of Facility Services & Airports
- B. Conference with Legal Counsel: Existing litigation - “Adler, et al., Petitioners v. County of Plumas, et al., Respondents, and Genesee Valley Ranch, LLC, et al., Real Parties in Interest,” Plumas Superior Court Case No. CV17-00152
- C. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. 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, October 24, 2017, Mineral Building, Plumas-Sierra County Fairgrounds, Quincy, California.

*Adjourn Meeting in Memory of
Susan Orange, March 2, 1950 – October 4, 2017
and
In Memory of
William Steven Tolen, March 13, 1950 – October 6, 2017*

10/4/17
IA

Indian Valley Parents Club

TOWN HALL (Greenville CA)

Fri Oct 27 4th pm to Sat Oct 28 12th am midnight

Annual Halloween Carnival

Indian Valley Elementary School

Board of Supervisors

Every year Indian Valley Parents Club puts on our Annual Halloween Carnival in the High School Gym. Unfortunately, the Gym is closed due to mold issues so it is imperative that we find a new venue for this function and the Town Hall is the perfect fit as we also require working kitchen. We are asking you to PLEASE waive all fees as we are all volunteers and all profits support school functions as Field Trips, Assemblies, playground equipment etc it's all for the kids.

Thank you so much for your time and extremely helpful attention to this matter. We look forward to hearing from you soon.

Sincerely,

Kimberly Price

Vice President
Indian Valley Parents Club



IBI

DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

Dony Sawchuk
Director

A handwritten signature in black ink, appearing to read "Dony Sawchuk".

Board Date: October 17, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Authorize the Department of Facility Services to recruit and fill vacant, funded and allocated 1.0 FTE Building & Grounds Maintenance Worker I.

Background

During the 2017-2018 budget process, the Board of Supervisors ultimately approved funding and an increase in allocations to allow our department to hire an additional Building & Grounds Maintenance Worker I.

This position will be primarily responsible for the maintenance and upkeep of the County owned facilities in the Chester area with assistance in Greenville as needed. This will include the Chester Memorial Hall, Almanor Rec Center, Chester Park, Chester Substation, Chester Library, Greenville Townhall, and Greenville Substation. Increasing our in-house services in Chester especially will allow our department to decrease our expenditures in contracted services such as yard maintenance and snow removal. It will also allow for more timely notification of issues and repairs.

Recommendation

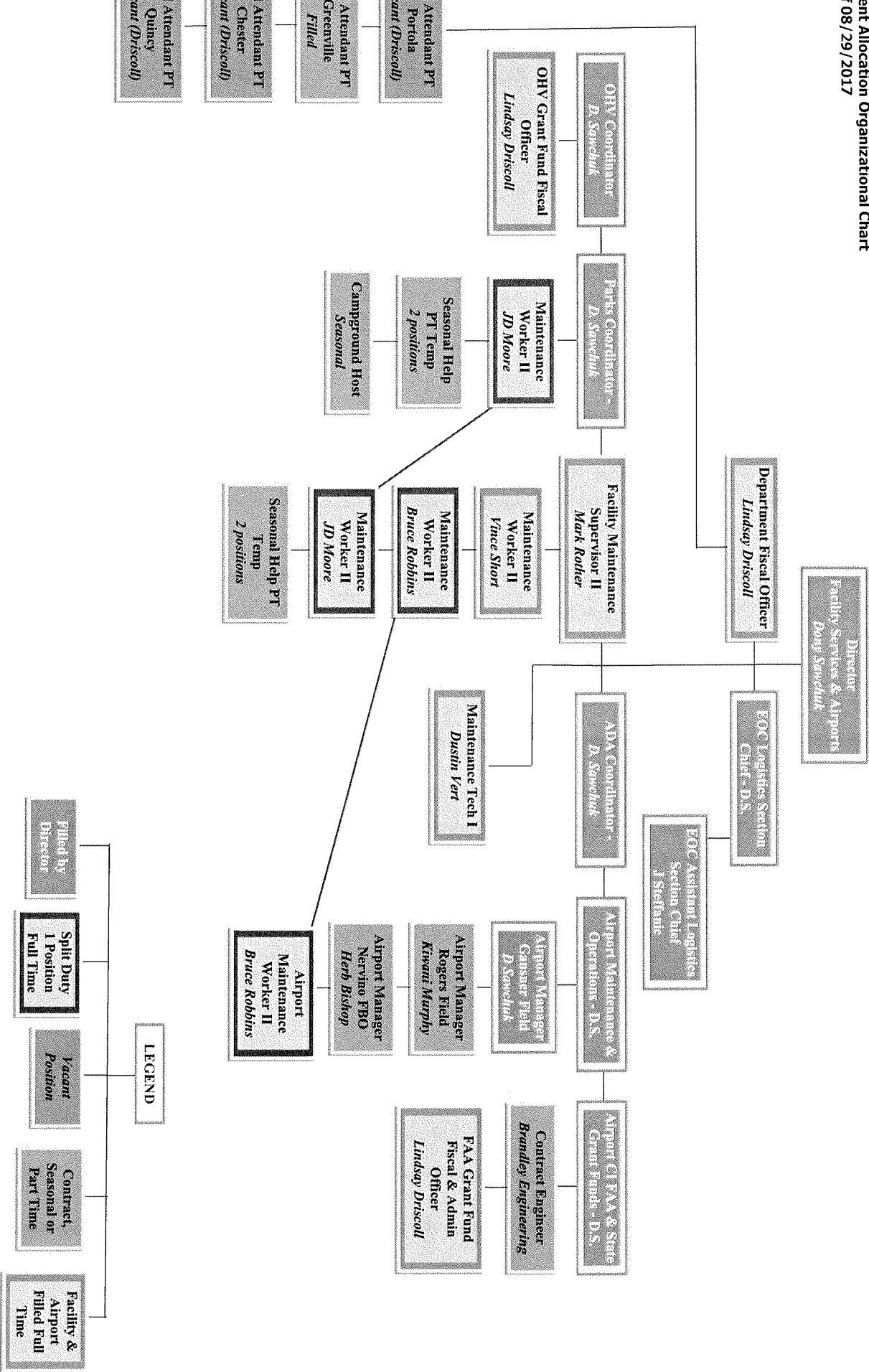
Authorize the Department of Facility Services to recruit and fill vacant, funded and allocated 1.0 FTE Building & Grounds Maintenance Worker I.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

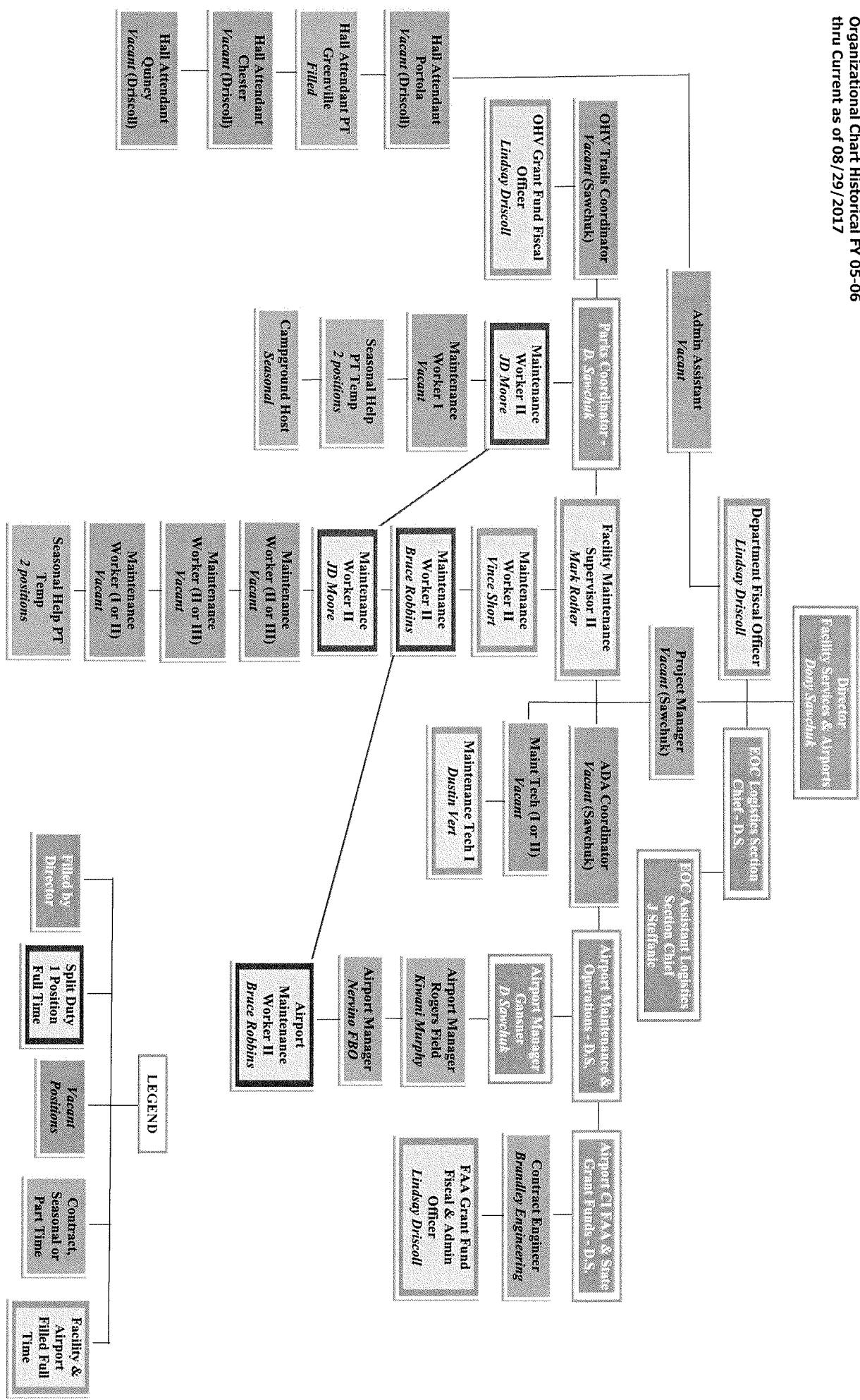
Building & Grounds Maintenance Worker I – Chester

- Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are responsible for maintaining County owned buildings. This position will be responsible for the Chester facilities.
- Why is it critical that this position be filled at this time?
The workload of our current Maintenance Workers is more than they are able to handle. Also, frequent trips to Chester reduce the time they are actually able to work on service requests.
- How long has the position been vacant?
This addition was approved with the 2017-2018 budget during the Board of Supervisors meeting on September 19, 2017.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 17/18 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **N/A** If yes, provide the activity of the department's reserve account for the last three years?

Department of Facility Services & Airports
Current Allocation Organizational Chart
As of 08/29/2017



Department of Facility Services & Airports
Organizational Chart Historical FY 05-06
thru Current as of 08/29/2017





DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

IB2

Dony Sawchuk
Director

Board Date: October 17, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

A handwritten signature in black ink, appearing to read "Dony Sawchuk".

Subject: Authorize the Department of Facility Services to recruit and fill funded and allocated 1.0 FTE Building & Grounds Supervisor I/II with a future start date of February 20, 2018.

Background

On February 20, 2018, the current Maintenance Supervisor will be retiring after over 28 years of service with the County. Due to budget shortfalls in the 2017-2018 budget, our department was not able to get an overlap in employees. In order to have a smooth transition, the Facility Services Department would like to recruit for this position as soon as possible with the intention of not starting the employee until after February 20, 2018.

Recommendation

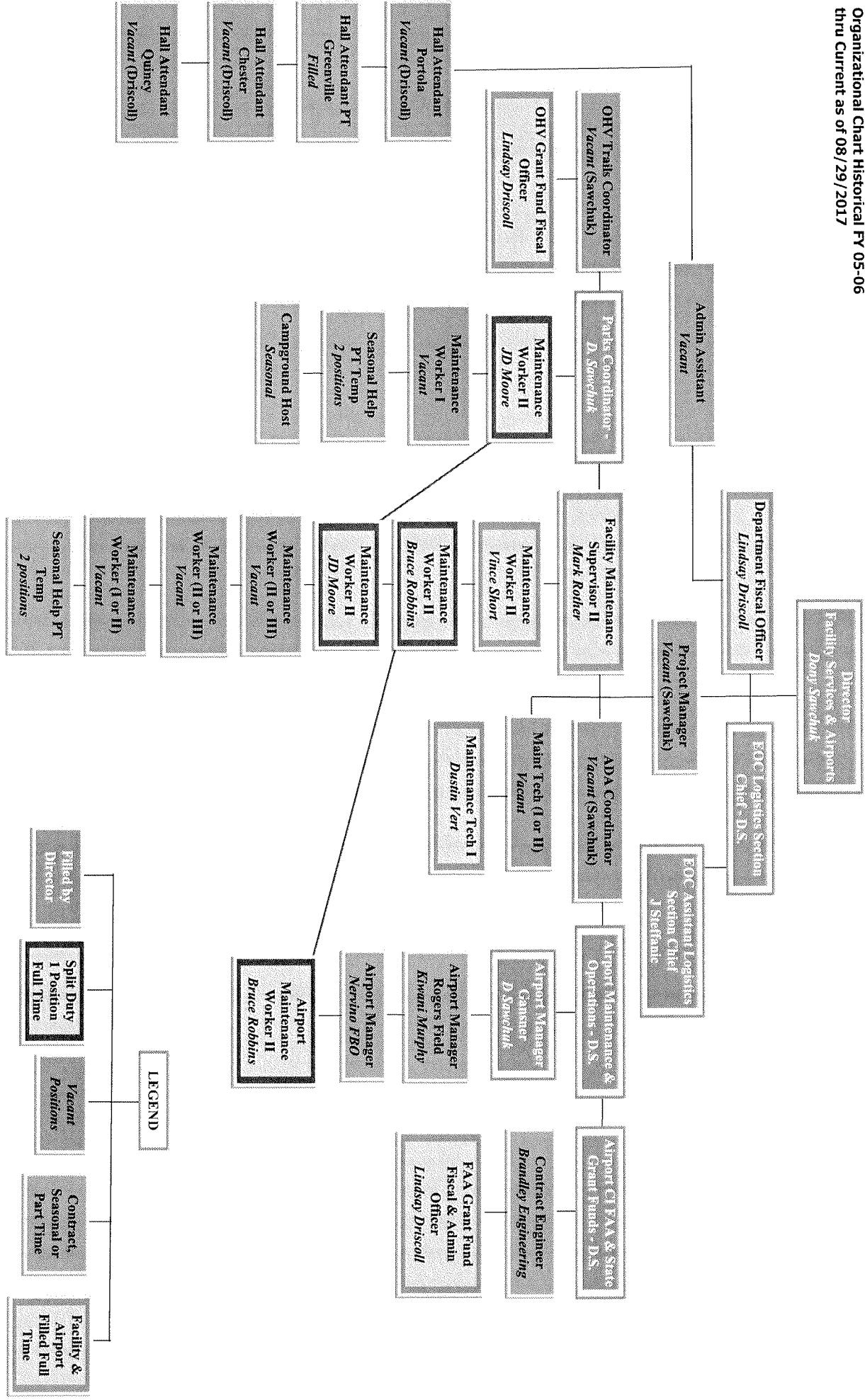
Authorize the Department of Facility Services to recruit and fill funded and allocated 1.0 FTE Building & Grounds Supervisor I/II with a future start date of February 20, 2018.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

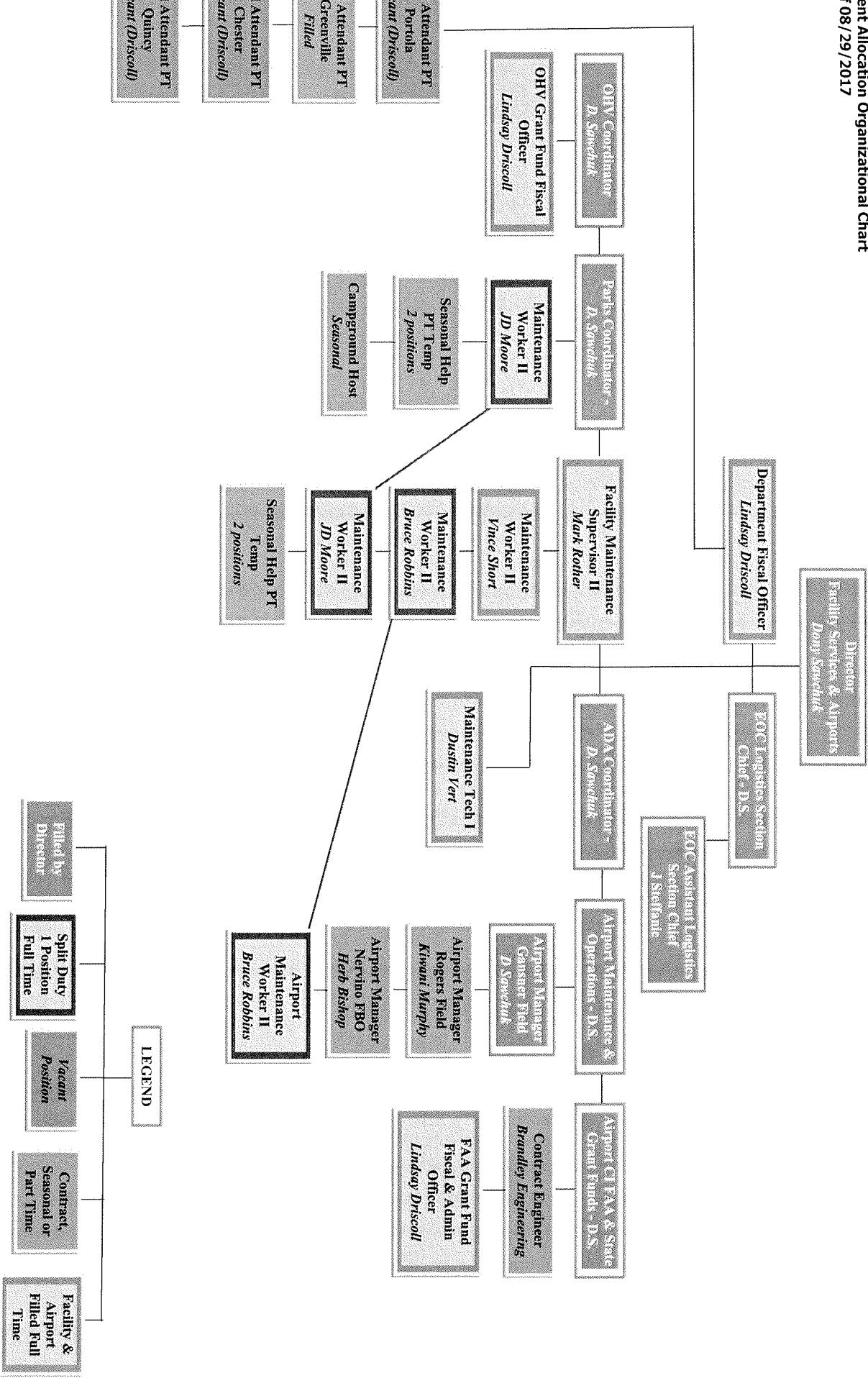
Building & Grounds Maintenance Supervisor I/II

- Is there a legitimate business, statutory or financial justification to fill the position?
Having a Maintenance Supervisor is imperative in leading the department and handling the day to day decisions necessary to run the department.
- Why is it critical that this position be filled at this time?
We are requesting that this position be filled as soon as the incumbent retires on February 20, 2018.
- How long has the position been vacant?
It will be vacant on February 20, 2018.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 17/18 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **N/A** If yes, provide the activity of the department's reserve account for the last three years?

**Department of Facility Services & Airports
Organizational Chart Historical FY 05-06
thru Current as of 08/29/2017**



Department of Facility Services & Airports
Current Allocation Organizational Chart
As of 08/29/2017





IC

Plumas County Public Health Agency

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

Date: August 22, 2017
To: Honorable Board of Supervisors
From: Andrew Woodruff
Cc: Nancy Selvage, HR Director
Agenda: Consent Item for October 17, 2017

Recommendation: Approve a request to recruit and fill vacant, funded and allocated .75 FTE Site Manager position at the Portola Nutrition Site due to a retirement, effective July 18, 2017; and Direct Human Resources to prepare County Promotional recruitment and fill the position.

Background and Discussion: As the Board is aware; Plumas County Public Health Agency receives funding from the Area Agency on Agency to provide low cost services to the elderly of Plumas County. These services include; providing nutritious meals at the congregate sites in Plumas County and delivery of meals to seniors who are homebound in Plumas County.

The Site Manager must demonstrate leadership abilities and be able to assume full management responsibility for nutrition site operations. In addition, this person needs to have effective communication skills to work with all project personnel, volunteers, participants and the community at large.

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

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

CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: October 17, 2017

DEPARTMENT TITLE: Senior Nutrition Services

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
20830, .75 FTE

POSITION TITLES: Site Manager

ARE POSITIONS CURRENTLY ALLOCATED? YES NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
_____ Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

This position is critical for the management and supervision of all aspect of the nutrition site operations.

This position is responsible for reporting the number of meals back to the Area Agency on Aging.

The Portola Nutrition site provided 5889 congregate meals; and 4491 home delivered meals in fiscal year 2016-2017.

The Senior Services Division of the Plumas County Public Health Agency has had a Site Manager vacancy due to retirement effective July 18, 2017.

- Can the department use other wages until the next budget cycle?

This position is budgeted and funded in the current year.

- What are staffing levels at other counties for similar departments and/or positions?

Counties vary in how Senior Nutrition services are delivered.

- What core function will be impacted without filling the position prior to July 1?

Duties not only include oversight and supervision, cooking, packaging, serving, and cleaning at the site, but also filling in as the Head Cook when necessary.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Any reductions to Senior Services impact older members of our communities far more than they would other county departments. Our current and potential budget reductions will not impact other county departments at this time.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

N/A.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

General fund support for this position has been approved in the FY 17-18 Budget.

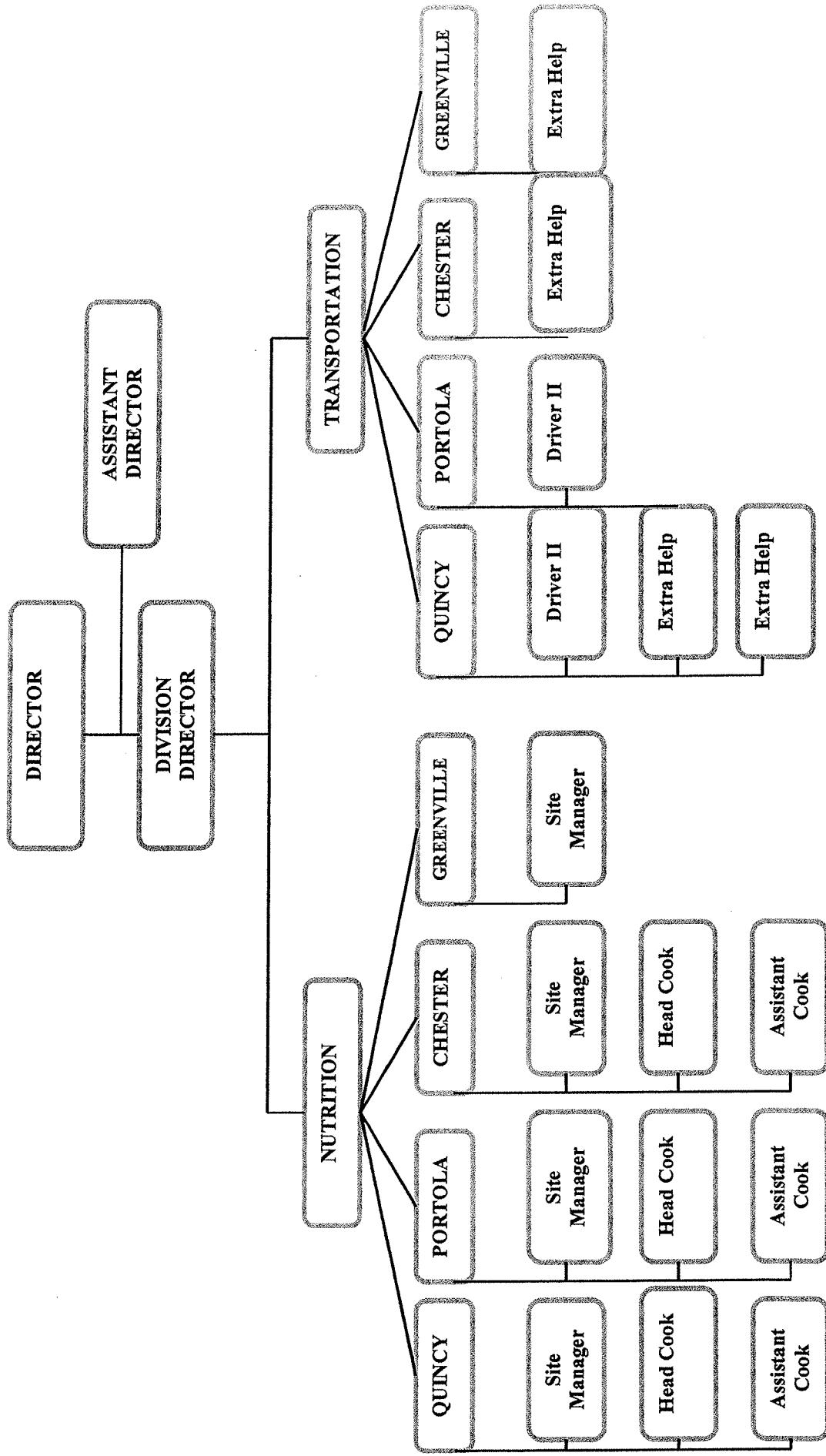
Numerous community need assessments, feedback from the seniors who rely on these services and Board members' comments in numerous meetings indicate there is support and agreed upon need for these programs.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

N/A

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4





DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

JA

Dony Sawchuk
Director

Board Date: October 17, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve Budget Transfer of \$30,514.00 within department 20120 to purchase a compact excavator for OHV.**

Background

Each year, the Facility Services budget includes a set amount to spend on OHV work that is then refunded through grants from the State of California. A budget transfer was approved during the 2016-2017 Fiscal Year to take monies budgeted for OHV and transfer it to a fixed asset account in order to purchase an excavator. The actual purchase of the excavator took much longer than anticipated. We originally expected to be wrapped up in time to take it out of the 16/17 budget.

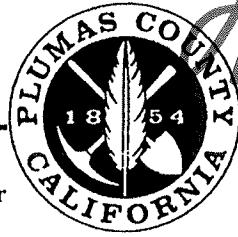
Since it wasn't, we now need to take this expenditure out of the 2017-2018 budget year. We have sufficient funds in our OHV line item and are requesting a budget transfer within our department to a fixed asset account to pay for the excavator. This will not cause an increase/decrease in our overall budget in Facility Services.

Recommendation

Approve Budget Transfer of \$30,514.00 within department 20120 to purchase a compact excavator for OHV.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the October 17, 2017 meeting of the Plumas County Board of Supervisors

October 10, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization to Transfer funds from Contingencies to Cash within the Road Division Budget; discussion and possible action

A handwritten signature of Robert A. Perreault in black ink.

Background:

On September 19, 2017, the Plumas County Board of Supervisors adopted Resolution No. 17-8287, adopting the final budget for Plumas County, which included the Public Works Road Fund.

The budget appropriated \$600,000 from Road Fund Reserves to Contingencies, in order to fund the cash balance in the event such funds were needed due to cash flow fluctuations.

As of October 5, 2017, the cash balance has dropped below \$100,000, which is consistent with discussions during the FY17-18 budget adoption process prior to September 19, 2017. Therefore, it has become necessary for the Road Fund to appropriate funds from Public Works Contingencies to Cash Balance in order to fund a continuation of day-to-day operations.

The reason for the drop in cash is temporary while the Road Department waits for the following reimbursements to be received from various sources such as:

- Highway Users Tax Payment for September: \$200,000
- Caltrans for Big Cove Road Paving Project: \$184,000
- FEMA Reimbursement for January Storm damage: \$214,000
- FEMA Reimbursement for February Storm damage: \$365,000
- US Forest Service for Seneca Road repairs: \$59,000

Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the transfer of \$600,000 from Contingencies to Cash within the Road Fund.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Road Dept. No: 20521 Date 10/6/2017

Dept. No: 20521

Date

10/6/2017

The reason for this request is (check one):

Approval Required

- 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

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

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO EXISTING BUDGET 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

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) Cash balance running low

B) Budgeted \$600,000 in contingencies to allow for transfer to cash

C) Expenditures need to be made from 17/18 budget

D) N/A

Approved by Department Signing Authority: _____

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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

W. Robert Brunson, LMFT, Director



Date: October 6, 2017

To: The Honorable Board of Supervisors

From: Louise Steenkamp, Interim Deputy Director

SUBJECT: Agenda Item for October 17, 2017, Board Meeting

RE: Adopt Resolution to add 2.0 FTE to FY17-18 Position Allocation and approval to recruit, hire and fill the vacancies

Recommendation: It is respectfully requested that the Board of Supervisors Adopt a Resolution to approve the addition of 1.0 FTE Alcohol and Other Drug Clinician Supervisor and 1.0 FTE Management Analyst I/II to the FY17-18 Position Allocation and Budget. We request approval to recruit for, hire and fill the new positions.

Background Information: The Department's fiscal and administrative team has been rectifying the accounts, cost reports and quarterly requirements for the department's funding sources over the past 8 months since the hire of the Administrative Services Officer. Due in part to fiscal oversight being vacant for 4 months prior to the hire of the ASO in February 2016, it became apparent during the budget process that monitoring and compliance require bolstering. Particularly with the receipt of the Whole Person Care Pilot project in the amount of \$3.1 million through 2020 and anticipated certification for Drug MediCal reimbursement, the need for a Management Analyst became more critical. The budget of the department has doubled but the fiscal staffing remained constant. We hereby request the addition of a 1.0 FTE Management Analyst to manage increased accounts, recoup hospital charges due to expanded number of hospitals and increased volume, increased contract compliance, cost reports, and ongoing tracking.

We also request the addition of a 1.0 FTE AOD Clinician Supervisor. The AOD department previously employed this position which is a credentialed position that meets AOD counseling per California Code but does not require licensing with the Board of Behavioral Sciences. The department has not been able to fill the position of Unit Supervisor which was originally intended to provide supervision for criminal justice and substance use outpatient treatment staff. More than 7 licensed clinicians have resigned over the past 8 months and we anticipate continued challenges to recruit licensed therapists. The AOD Clinician Supervisor position will provide an alternative that will meet requirements for SAPT-BG State-County, the California Consortium of Addiction Program and Professionals (CCAPP), and the Department of Health Care Services.

Attached please find an organization chart, job descriptions, 5-year budget projections for the positions, and completed critical staffing forms. No general funds are used to support the position. The positions are fully-funded by Behavioral Health Realignment, CMS/Medicaid reimbursement, mental health block grant, substance abuse prevention and treatment, Mental Health Services Act, and other local and state sources.

Thank you.

RESOLUTION NO. _____

**RESOLUTION TO AMEND THE COUNTY CLASSIFICATION PLAN TO INCLUDE THE
JOB DESCRIPTIONS FOR MANAGEMENT ANALYST & ALCOHOL AND DRUG
PROGRAMS CLINICAN - SUPERVISOR**

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

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan; and

WHEREAS, the Behavioral Health Director has requested the Human Resources Director to update the Plumas County's Position Allocation for Fiscal Year 2017/2018 for fund # 70570 adding a 1 FTE for a Management Analyst I/II position and a 1 FTE Alcohol and Drug Programs Clinician - Supervisor; and

WHEREAS, The job descriptions for Management Analyst I/II and Alcohol and Drug Programs Clinician – Supervisor currently exist in the County's job classification plan; and

WHEREAS, the Human Resources Director concurs with the Behavioral Health Department's need to add these two positions to the allocation.

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

The job description for Management Analyst and Alcohol and Drug Programs Clinician – Supervisor, attached hereto is approved, and the County's classification plan is hereby amended to include these two positions.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 17th day of October, 2017 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

MANAGEMENT ANALYST I - Behavioral Health

17-Oct-17

5 Year Projected Cumulative Budget \$ 371,898.06

*Employer's share of health insurance based on family plan - per HR

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: October 17, 2017

DEPARTMENT TITLE: Behavioral Health

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
70570/70571/70574/70575/70578/70580/70563

POSITION TITLES:

- 1.0 FTE Management Analyst I/II

ARE POSITIONS CURRENTLY ALLOCATED? NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

- *We propose to add the position of Management Analyst I or II to the FY17-18 Behavioral Health Budget and Position Allocation. The department is experiencing an increase in fiscal and accounting duties for the newly-funded Whole Person Care Pilot project, requirements for Drug Medi-Cal reimbursement based on pending certification, increased tracking of bed stays in Psychiatric Hospital Facilities and Psychiatric Hospitals as to meet the surge in crisis cases, new Cost Report requirements for the SAPT-BG/SAMHSA, and increased volume of contracts for MHSA, WPC, and hospitals/facilities. The Management Analyst position will fulfill functions that were previously the responsibilities of the full-time fiscal officer for the AOD department prior to the merger with mental health. The position does not draw on County General Funds and will be fully funded by Whole Person Care funds, MediCal Reimbursement, MHSA, Substance Abuse Prevention and Treatment Block Grant/SAMHSA, Mental Health Block Grant/SAMHSA, Drug MediCal, Non-Drug Medical, Drug Court Realignment, Behavioral Health Realignment and/or sales tax, vehicle license fees, and local fees, etc.*
- *It is critical to fill the position at this time to stay in compliance with State-County contract requirements and cost reports. In recent years, the department has not recouped funding at Psychiatric Hospital Facilities or PHFs. We have implemented new processes for recougment of stays for MediCal beneficiaries that require monthly tracking. There are new fiscal reimbursements by Managed Care providers that will be implemented. This position will provide back-up to the department fiscal officer.*

- Can the department use other wages until the next budget cycle?

N/A.

- What are staffing levels at other counties for similar departments and/or positions?

Currently the department is understaffed for fiscal needs of a department with a budget of almost \$10 million. The budget has almost doubled but the staffing stayed the same with an administrative services officer and department fiscal officer. The addition of a Management Analyst will provide back-up and enable a plan for succession.

- What core function will be impacted without filling the position prior to July 1?

The main functions that will be impacted are fiscal and accounting, cost reporting, compliance with State-County contracts and grant requirements. Lack of monitoring and control may lead to disallowances, under-recoupment of allowable reimbursements, errors, and return of funds during audits.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Lack of monitoring and control may lead to disallowances, under-recoupment of allowable reimbursements, errors, and return of funds during audits.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

N/A

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

N/A

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Yes, the Department's reserves are in excess of \$5 million.

MANAGEMENT ANALYST I

DEFINITION

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of a department(s) or the County government; to develop, implement and evaluate policies, plans and programs and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first experienced level in the Management Analyst class series. Incumbents are expected to learn and perform increasingly difficult and complex management analyst tasks and conduct management studies for County Departments. Incumbents are expected to increase their skill in knowledge of budgetary, administrative, fiscal, operational and organizational areas of County government.

REPORTS TO

Department Head.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

MANAGEMENT ANALYST I – 2

EXAMPLES OF DUTIES

- Performs general and specialized studies, surveys, and analysis relating to matters of county government operation.
- Reviews revenues and expenditures requests from county departments and makes recommendations based on program objectives and requirements.
- Assists in compiling and analyzing.
- Monitors revenues and expenditures of various county departments.
- Makes periodic reports on budget status.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulations.
- Gathers, tabulates and analyzes data and information.
- Develops recommendations and prepares reports.
- May assist in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development of bids and specifications for major purchases.
- Will administer or negotiate leases and service contracts.
- May represent the County at meetings and conferences.
- May coordinate part of the county risk management, Health Insurance Portability and Accountability Act (HIPPA), and MediCal Administrative Activity programs.
- Performs a variety of staff support duties and other specialized functions as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend Training/meetings, visit outstation county departments, staff, programs and operations.

MANAGEMENT ANALYST I – 3

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Local government origination, operation and legislative process.
- Statistical methods and practices of financial administration including governmental accounting
- Functions, originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and communication styles

ABILITY TO

- Perform a variety of specialized analytical studies
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the county with public, community organizations, other county staff, and other government agencies
- Establish and maintain effective working relationships

MANAGEMENT ANALYST II

DEFINITION

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of a department(s) or the County government; to develop, implement and evaluate policies, plans and programs and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced to advanced experienced level in the management analyst class series. Incumbents are expected to perform increasingly difficult and complex management analyst tasks and conduct management studies for County departments. Incumbents are expected to carry out assigned risk management, purchasing, and other specialized functions.

REPORTS TO

Department Head.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

MANAGEMENT ANALYST II – 2

EXAMPLES OF DUTIES

- Performs general and specialized studies, surveys, and analyst relating matters of county government operation.
- Reviews revenues and expeditors requests of county departments and makes recommendations based on program objectives and requirements.
- Assists in compiling and analyzing.
- Monitors revenues and expeditors of various County departments.
- Makes periodic reports on budget status.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulations.
- Gathers, tabulates and analyses data and information.
- Develops recommendations and prepares reports.
- May assists in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development bids and specification for major purchases.
- Will administer or negotiate leases and service contracts.
- May represent the County at meetings and conferences.
- May coordinate part of the county risk management, Health Insurance Portability and Accountability Act (HIPPA), and MediCal Administrative Activity programs.
- Performs a variety of staff support duties and other specialized functions as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit out-station county departments, staff, programs and operations.

MANAGEMENT ANALYST II – 3

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Local government origination, operation and legislative process.
- Satisfactorily methods and practices of financial administration including governmental accounting
- Functions origination and programs of local government in California
- Basic research methods and techniques
- Effective oral and communication styles
- Organization functions programs and policies of Plumas County Government

ABILITY TO

- Perform a variety of specialized analytical studies
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the county with public, community organizations, other county staff, and other government agencies
- Establish and maintain effective working relationships

MANAGEMENT ANALYST II – 4

TRAINING AND EXPERIENCE:

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

Possession of a bachelor's degree in public or business administration or a related field. Two (2) years of experience in performing the duties and responsibilities reverent to that of a Management Analyst I with Plumas County.

Job related experience might be substituted for education requirements on a year-to-year basis. Job related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

Special Requirements:

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

AOD CLINICIAN SUPERVISOR - Behavioral Health

17-Oct-17

| | 1.00 FTE | FY 17/18 (9 MOS) | | FY 18/19 | | FY 19/20 | | FY 20/21 | | FY 21/22 | |
|---------------------------------|---------------------|---------------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|--------------|----------|--------|
| | | NEW ANNUAL | New Range | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H |
| AOD CLINICIAN SUPERVISOR | \$ 60,320.00 | \$ 45,240.00 | \$ 63,336.00 | \$ 66,503.00 | \$ 69,828.00 | \$ 73,319.00 | | | | | |
| Retirement | \$ 8,748.51 | \$ 12,247.92 | \$ 12,860.35 | \$ 13,503.34 | \$ 14,178.43 | | | | | | |
| FICA/Medicare | \$ 3,460.86 | \$ 4,845.20 | \$ 5,087.48 | \$ 5,341.84 | \$ 5,608.90 | | | | | | |
| Employer's Share | \$ 13,374.00 | \$ 17,832.00 | \$ 17,832.00 | \$ 17,832.00 | \$ 17,832.00 | \$ 17,832.00 | \$ 17,832.00 | \$ 17,832.00 | \$ 17,832.00 | | |
| Total | \$ 70,823.37 | \$ 98,261.12 | \$ 102,282.83 | \$ 106,505.18 | \$ 110,938.33 | | | | | | |
| Annual Increases of 5% | | | | | | | | | | | |
| 5 Year Projected Increases | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

5 Year Projected Cumulative Budget \$ 488,810.83

*Employer's share of health insurance based on family plan - per HR

CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: October 17, 2017

DEPARTMENT TITLE: Behavioral Health

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
70570/70571/70574/70575/70578/70580/70563

POSITION TITLES:

- 1.0 FTE Alcohol and Other Drug Clinician Supervisor

ARE POSITIONS CURRENTLY ALLOCATED? NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

- *We propose to add the position of AOD Clinician Supervisor to the FY17-18 Behavioral Health Budget and Position Allocation. There is a fully funded and allocated position for a Behavioral Health Unit Supervisor intended to serve criminal justice and AOD clients. However, the Unit Supervisor position has not been filled permanently this past year due in part to requirements that the candidates are licensed with the Board of Behavioral Sciences. Given that the position of AOD Clinician Supervisor can perform the essential duties and expectations to serve criminal justice clients and that the position description does not require licensure, we propose to add the position to the approved allocation for FY17-18. The position does not draw on County General Funds and will be fully funded by Substance Abuse Prevention and Treatment Block Grant/SAMHSA, Drug MediCal, Non-Drug Medical, Drug Court Realignment, and sales tax, vehicle license fees, and local fees, etc.*
- *It is critical to fill the position at this time to stay in compliance with State-County contract requirements for the SAPT-BG/SAMHSA. The department continues to be challenged in recruiting and filling licensed clinicians. Over the past 6 months, 7 full-time licensed therapists resigned and 1 licensed therapist became part-time. We are anticipating the retirement of another full-time licensed therapist and will already be hard-pressed to fill Behavioral Health therapist vacancies.*

- Can the department use other wages until the next budget cycle?

N/A.

- What are staffing levels at other counties for similar departments and/or positions?

Staffing is comparable for like-sized departments in the Superior Region; Plumas has not been fully staffed for licensed clinicians since the establishment of the Behavioral Health department in October 2016.

- What core function will be impacted without filling the position prior to July 1?

Consumers and residents may fail and will be underserved if a wait list for services has to be established due to schedule conflicts. This may endanger requirements established

by the State that dictate our response time for alcohol and drug, and mental health and substance use services.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Criminal justice-involved clients will not be served and consumers/residents may fail in attaining sobriety and free of addictions.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

N/A

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

N/A

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Yes, the Department's reserves are in excess of \$5 million.

ALCOHOL AND DRUG PROGRAM CLINICIAN/SUPERVISOR

DEFINITION

Under general direction, to plan, organize, and supervise the functions, services, and programs of the Plumas County Alcohol and Drug Program related to substance use disorder treatment; to be responsible for the development and evaluation of programs and services; to provide individual and group counseling services; to supervise treatment team staff; to represent Alcohol and Drug Programs with community organizations and other government agencies; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position classification. Incumbents possess a valid California license as a Licensed Clinical Social Worker, Marriage and Family Therapist, or Psychologist; or a valid California Alcohol and Drug Certification – Master's Level Addiction Specialist. Incumbents exercise independent clinical judgment within the scope of program responsibilities and licensure, and may provide training and guidance to less experienced employees and/or provide clinical supervision for hours towards certification or licensure. This position has responsibility for the supervision and coordination of substance use disorder treatment services provided by Plumas County Alcohol and Drug. The incumbent works closely with the Plumas Alcohol and Drug Administrator in the development and administration of Alcohol and Drug programs. Responsibilities also include providing direct counseling services and supervision of treatment staff.

REPORTS TO

Alcohol and Drug Administrator or designee.

CLASSIFICATIONS DIRECTLY SUPERVISED

Substance Use Disorder Specialist I and II, Community Care Case Manager, and other contracted program staff.

ALCOHOL AND DRUG PROGRAM CLINICIAN/SUPERVISOR – 2

EXAMPLES OF DUTIES

- Develops, administers, and evaluates the County Alcohol and Drug Programs in consultation with the Alcohol and Drug Administrator.
- Assists with recruitment, staffing, and selection of personnel.
- Supervises, trains, and schedules staff.
- Assists with establishing clinical treatment procedures and processes.
- Provides leadership, clinical supervision, and consultation to staff in the resolution of difficult questions concerning clinical problems and client services.
- Assists with the development of the County's plan for Alcohol and Drug/Prevention and Treatment.
- Works with State Department of Alcohol and Drug Programs.
- Conducts program evaluations.
- Serves as a member of the Plumas County Crisis Intervention Team to assess individuals for involuntary hospitalization.
- Develops policies and procedures.
- Provides supportive services and consultations to private alcohol and drug abuse facilities.
- Develops the budget and monitors financial reports.
- Provides training and education for community organizations.
- Acts as liaison with community groups, and State and local agencies concerned with alcohol and drug problems.
- Analyzes and makes recommendations regarding the effectiveness of services.
- Participates in policy development and implementation.
- Develops grant proposals for development of alcohol and drug services.
- Manages grant compliance.
- Conducts community presentations on alcohol and drug issues.
- Provides services to clients in recovery or in crisis as needed.
- May provide prevention services as needed.
- Works as part of the treatment team for persons ordered into treatment by the Courts.
- Provides records and reports to the County Probation Department and other authorized agencies.
- Refers individuals for residential substance abuse treatment.
- Coordinates continuity of services for clients needing in-patient treatment services

ALCOHOL AND DRUG PROGRAM CLINICIAN/SUPERVISOR – 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; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Substance use disorder treatment related to addiction, recovery, rehabilitation, after care and prevention programs.
- The psychological and physiological effects of substance use and abuse
- Modern methods of assessing, treating, and counseling persons with substance use disorders
- Federal, State and local laws, regulations, policies and standards pertaining to alcohol and drug programs.
- Community organization principles and practices.
- Causes and treatment of substance use disorders.
- Crisis intervention principles and techniques.
- Methods and techniques of individual, group and family counseling.
- Methods of program monitoring and evaluation.
- Budget development and control.
- Principles of supervision, training, and employee evaluation.

Ability to:

- Plan, organize, develop, and implement a continuum of substance use disorder prevention, treatment, and after care programs and services.
- Assign, schedule, supervise, and evaluate staff.
- Develop a budget and control expenditures.
- Develop and implement alcohol and drug education programs for staff and community groups.
- Provide individual and group counseling sessions.
- Interpret, apply, and explain Federal, State and local laws, regulations, policies and procedures regarding substance use disorders.

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INDEMNITY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Genesee Valley Ranch, LLC, a California limited liability company, (hereinafter referred to as "APPLICANT");

WITNESSETH:

WHEREAS, the APPLICANT has filed an application with the COUNTY to determine whether a heliport is functionally equivalent use or an appurtenance to those permitted uses in the Agricultural Preserve zoning as defined by Plumas County Code Section 9-2.211 and 9-2.3002 ("Equivalent Use Determination" or "Project"); and

WHEREAS, the COUNTY prepared staff reports, made determinations and drafted findings supporting the Equivalent Use Determination which was issued by the County on June 30, 2017; and

WHEREAS, the COUNTY filed a Notice of Exemption on August 8, 2017 further clarifying that the Equivalent Use Determination was exempt from the California Environmental Quality Act; and

WHEREAS, the APPLICANT desires to indemnify the COUNTY from liability or loss in the event that a legal challenge is filed against the COUNTY for the Equivalent Use Determination;

NOW, THEREFORE, IT IS MUTUALLY AGREED between COUNTY and APPLICANT as follows:

1. Indemnification. The APPLICANT shall defend, indemnify and hold harmless the COUNTY and its agents, officers and employees from any claim, action, or proceeding against the COUNTY or its agents, officers or employees: to attack, set aside, void, or annul approval of the Project or any prior or subsequent related approvals or Project condition imposed by the COUNTY or any of its agencies, departments, commissions, agents, officers or employees concerning the said Project, or to impose personal liability against such agents, officers or employees resulting from their involvement in the processing or approval of the Project; and/or to seek private attorney general fees or other attorney fees claimed by or awarded to any party against COUNTY related to the approval of the Project.

The COUNTY may choose its own attorney to defend its agents, officers or employees. Billings of the attorney chosen by the COUNTY shall be submitted directly to the APPLICANT and shall be promptly paid in full by APPLICANT. However, in order to maintain the attorney-client privilege, the APPLICANT shall not be entitled to see any other work product, including



County Initials

Page 1 of 4

Applicant's Initials _____

an itemization of the work performed, of the attorney chosen by the COUNTY. Billings shall be similar to the same billings the outside counsel would charge the COUNTY for work performed at COUNTY's own expense. The COUNTY will review and approve the reasonableness of the billings, and the APPLICANT shall promptly pay the invoices as approved by the COUNTY.

To the extent that COUNTY uses any of its resources responding to such claim, action, or proceeding, APPLICANT will reimburse COUNTY upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel's time at their regular rate as determined by the County Auditor, or any other direct or indirect cost associated with responding to the claim, action, or proceedings.

The APPLICANT'S obligations under this agreement shall apply regardless of whether any other permits, entitlements, or approvals are issued or granted to APPLICANT involving, affecting, or related to the Project, but shall not extend to claims between APPLICANT and COUNTY.

2. Notice of Claim; Cooperation. The COUNTY shall promptly notify APPLICANT of any such claim, action, or proceeding. If the COUNTY fails to so notify APPLICANT and fails otherwise to cooperate fully in the defense of such claim, action or proceeding, the APPLICANT shall not thereafter be responsible to defend, indemnify and hold harmless the COUNTY or its agents, officers and employees pursuant to this Agreement. In the case of the COUNTY'S failure to otherwise cooperate fully, the APPLICANT shall make a written demand for the COUNTY'S cooperation prior to the APPLICANT'S release from responsibility to defend the COUNTY. APPLICANT hereby acknowledges that it has been timely notified of the action entitled "*Elisa Adler, Donald Aitken, Alejandro Jayo, Selena Jayo, Betsy Kramer, Frank Hanson, Bill Young, and Nancy Cull, Petitioners, vs. County of Plumas, County of Plumas Planning Dept., and Randy Wilson, Planning Director, Respondents, and Genesee Valley Ranch, LLC, and Does 1-20, Real Parties in Interest,*" Superior Court of California, County of Plumas, Case No. CV17-00152, and the parties agree that such action is subject to this Indemnification Agreement.

3. Litigation Security Fund: APPLICANT shall pay an initial deposit of Twenty Thousand Dollars (\$20,000) to the COUNTY within thirty (30) days of written notice by COUNTY to APPLICANT that a lawsuit has been filed on the Project. APPLICANT shall pay an additional Six Thousand Dollars (\$6,000) to COUNTY on the first day of each calendar month up to a limit of Two Hundred Thousand Dollars (\$200,000). Such deposit shall be held by COUNTY as a security for compliance with this Agreement and/or the costs of any potential settlement of such litigation. APPLICANT agrees that the COUNTY may draw on the deposit in the event APPLICANT fails to timely pay invoices for on-going litigation expenses and attorney's fees, or otherwise defaults on its obligations pursuant to this Agreement. APPLICANT shall replenish deposited funds within thirty (30) days of a written request from the COUNTY. If at the end of litigation deposit funds remain, the COUNTY shall refund the same, without interest, within thirty (30) days of a written request from APPLICANT.

4. Approval of Settlement. The APPLICANT shall not be required to pay or perform any settlement of such claim, action or proceeding against the COUNTY unless the settlement is approved in writing by APPLICANT. Provided, however, that if APPLICANT is in default of its obligations as set forth in this Agreement, the COUNTY may settle or otherwise resolve the litigation against it without the consent of APPLICANT. Both parties shall act in good faith, and shall not unreasonable withhold consent to settle.

5. APPLICANT'S Default. APPLICANT'S failure to abide by the terms of this Agreement will be a default that constitutes a violation of APPLICANT'S Equivalent Use Determination application. APPLICANT'S default shall include the failure to pay the bill of the attorney chosen by the COUNTY within thirty (30) days of its presentation to APPLICANT. In the event of APPLICANT'S default under this Agreement COUNTY shall have all remedies permitted by law, including rescinding the Equivalent Use Determination resulting from application.

6. Notice Procedure. All notices to APPLICANT under this Agreement shall be deemed valid and effective five (5) calendar days following deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed to:

Genesee Valley Ranch, LLC
c/o Brian Russell
1485 Main Street, Suite 205
St. Helena, CA 94574

All notices to COUNTY under this Agreement shall be deemed valid and effective when personally served upon the Director of Community Development or five (5) calendar days following deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed to the Planning Director, 555 Main Street, Quincy CA 95971, with an additional copy by first class mail to Plumas County Counsel, 520 Main Street, Room 301, Quincy, CA 95971.

7. Agreement Is Complete Understanding. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed on the date herein above first written.

[Signatures follow on next page.]

____ *bjy* ____

County Initials

Signatures:

“APPLICANT”
Genesee Valley Ranch, LLC
A California Corporation

By _____
(Signature)

(Title)

By _____
(Signature)

(Title)

“COUNTY”
COUNTY OF PLUMAS

By _____
Chair, Plumas County
Board of Supervisors

APPROVED AS TO FORM:

R. Craig Settlepire
R. Craig Settlepire, 10/10/17
Plumas County Counsel

Y:\Litigation\Adler v Plumas County - Genesee Valley Ranch_Palmaz\Genesee Valley Ranch indemnity agreement Plumas 20171010.doc

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County Initials

Page 4 of 4

Applicant's Initials

2D16

JOINT DEFENSE AGREEMENT
Adler, Elise vs. County of Plumas CV17-00152

This Joint Defense Agreement ("Agreement") is entered into among the undersigned parties and their attorneys, by and through their attorneys (individually a Party or collectively the Parties). This Agreement is dated September 22, 2017 for the convenience of the parties. The effective date of this Agreement shall be the date upon which the Litigation was filed in Plumas County Superior Court.

WHEREAS, the County of Plumas ("County") and Genesee Valley Ranch, LLC ("RPIs") are parties to active litigation involving a functionally equivalent use determination as defined by Plumas County Code Section 9-2.211 and 9-2.3002 (the "Determination") by the County requested by Genesee Valley Ranch ("GVR"), **Adler, Elise vs. County of Plumas CV17-00152** (the "Litigation").

WHEREAS, each of the parties to this Agreement shares the interest of the other parties to this Agreement in defending and obtaining appropriate relief relevant to litigation filed challenging the Determination.

WHEREAS, the attorneys for the parties have recognized, from the date of filing of the Litigation, for the need to cooperate in the defense of the Litigation and the need to communicate with each other for the purpose of defending the common interests of their respective clients.

WHEREAS, the purpose of this Agreement is to protect communications made between the Parties, as well as between the Parties and the employees, consultants, and/or agents of each Party, that will allow consistent representation and/or defense of claims raised in the Litigation.

WHEREAS, the Parties confirm their common interests in prosecuting and/or defending the Litigation and their mutual desire to allow them to disclose written and oral privileged and/or confidential information and materials to each other while preserving, to the fullest extent possible, attorney-client privilege, attorney work product privilege, and any other applicable privileges.

THEREFORE, the Parties hereby agree as follows:

1. The Parties share common interests in the Litigation. Accordingly, the Parties wish to pursue the common interests in a manner that allows counsel to exchange information, including confidential information and work product, in a manner that precludes the waiver of any applicable privilege or similar protection. Such disclosed materials and information, whether previously or hereafter disclosed, are hereinafter referred to as "Joint Defense Information."

2. The Parties agree to keep all Joint Defense Information confidential, provided however; Joint Defense Information may be shared with employees, consultants and/or other agents of each Party, pursuant to paragraph 6 below. Nothing in this Agreement shall obligate

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any party hereto to disclose any privileged and/or confidential information to any other party to this Agreement or any other person or entity.

3. Nothing contained in this Agreement shall obligate either Party to disclose any information to the other Party or any other person or entity.

4. All Joint Defense Information will remain privileged and protected, notwithstanding disclosure to a Party or the Parties. Additionally, discussions between the Parties or their counsel shall be protected by the attorney work product rule and/or attorney-client privileges and/or any other privileges that may apply.

5. The Parties understand and agree that this Agreement, its terms, periodic meetings and conversations pursuant to it, any Joint Defense Information that has been or will be produced to joint defense counsel by any Party, and any Joint Defense Information obtained from any expert or consultant to either of the Parties which has been or will be produced to either Party to this Agreement or its counsel shall remain confidential and shall not be disclosed to any third party, unless the Parties first provide unanimous written consent.

6. Disclosure of Joint Defense Information to a Party, its counsel, or a consultant hired to assist in the Litigation, or to assist with the entitlement and/or environmental review process associated with the Determination, will be conditioned upon their agreeing to maintain the confidentiality of the Joint Defense Information. If Joint Defense Information is disclosed to any person or entities hired to assist with the entitlement and/or environmental review process associated with the Determination, as a precondition to such disclosure, those persons or entities must agree in writing to maintain the confidentiality of the materials.

7. If any Joint Defense Information is divulged, disclosed, or provided to any person or entity not a Party, except as otherwise provided in this Agreement or disclosed by the author of the information, without the written consent of all Parties, it shall be construed as a violation of this Agreement and will not serve as or constitute a waiver of the attorney-client privilege, attorney work-product doctrine, or other privilege that may apply.

8. The Parties agree that if Joint Defense Information is sought by a non-party to this Agreement by discovery request, subpoena, Public Records Act request (California Government Code Section 6250 et seq.), or otherwise, such Joint Defense Information shall not be disclosed except as required by applicable law or court order. The Party receiving a request or demand for Joint Defense Information through a discovery request, subpoena, Public Records Act request, by other legal process, or in a way other than through discovery or other process, shall immediately provide written notice to all other Parties that it received the request or demand to give each other Party an opportunity to seek to prevent such disclosure.

9. Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel according to what its counsel believes to be the respective Party's best interest. While counsel is obligated to preserve the confidentiality of Joint Defense Information, this Agreement does not provide authority or obligation for counsel to act for either Party other than the one(s) it represents.

10. This Agreement shall not create any joint venture, agency, or similar relationship between the Parties. No Party shall have the authority to waive any applicable privilege or doctrine on behalf of the other Party. Nor shall any waiver of an applicable privilege by either Party be construed to apply to the other Party.

11. In the event either Party settles or is otherwise dismissed from any litigation in this case, or for any other reason ceases to participate in this Agreement, such Party shall be obligated to continue to preserve the confidentiality of Joint Defense Information and any and all privileges pertaining to Joint Defense Information as though the Party was still part of the joint prosecution/defense arrangement.

12. The Parties agree that, in the event either Party determines that it no longer has, or no longer will have, mutuality of interest in a joint defense for any reason, that Party will promptly notify the other Party of its intent to withdraw from this Agreement. A written notice of termination shall constitute a termination of this Agreement; provided, however, that no such termination shall affect or impair the obligations of confidentiality and privilege with respect to Joint Defense Information previously furnished pursuant to this Agreement.

13. The Parties agree that the existence of this Agreement shall not be disclosed or used offensively or defensively in any proceeding involving the above-cited case (except that this Agreement may be disclosed or used by either Party hereto in any proceeding to maintain and protect, consistent with the intent of this Agreement, the confidentiality of all Joint Defense Information; nor will either Party claim that any counsel to a Party is disqualified from any proceeding by reason of this Agreement or the sharing of Joint Defense Information under this Agreement.

14. The Parties expressly acknowledge and agree that no adequate remedy is at law for breach of this Agreement and that, in addition to any other remedies available, performance of this Agreement may be specifically ordered or a breach hereof may be enjoined, or both.

15. This Agreement, by itself, does not obligate or authorize either Party to be responsible for or share costs of litigation with the other Party.

16. The execution of and participation in this Agreement by the Parties shall not provide the grounds for the disqualification of any attorney, consultant, or any other representative of either Party hereto, from the Litigation or any future administrative or judicial proceeding arising out of the Litigation.

17. This Agreement constitutes the entire agreement between the Parties with respect to the subjects of the Agreement and supersedes all prior representations and understandings with respect to this Agreement. Parole evidence will be inadmissible to show agreement between the Parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement.

18. No amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both Parties.

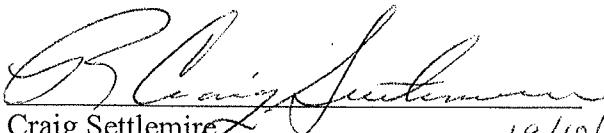
19. This Agreement shall be interpreted in accordance with the laws of the State of California.

20. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining valid and enforceable provisions shall continue to be fully operative.

21. Each signatory to this Agreement hereby represents and warrants that he/she executed this Agreement on behalf of his/her client only after fully apprising his/her client of the provisions of this Agreement and their meaning and obtaining all necessary authority to enter into this Agreement on his/her client's behalf.

22. Any person wanting to join this Agreement must be approved by unanimous agreement of the original Parties to this Agreement.

23. The Parties intend that this Agreement may be signed in separate counterparts, each of which shall be binding on all parties who are signatory to any counterpart.



Craig Settemire
County Counsel, County of Plumas

10/10/2017

Brian Russell
Attorney for Real Parties in Interest

JDA

**CONTRACT FOR LEGAL SERVICES AMONG THE
CENTRAL DELTA WATER AGENCY, CONTRA COSTA COUNTY WATER
AGENCY, PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT, AND THE COUNTIES OF CONTRA COSTA, SAN JOAQUIN, SOLANO,
YOLO, BUTTE, AND PLUMAS
AND
ROSSMANN & MOORE, LLP**

*California Department of Water Resources v. All Persons Interested in the Matter, etc.,
Sacramento County Superior Court Case No. 34-2017-00215965*

1. **Parties and Effective Date.** Effective July 21, 2017 ("Effective Date"), this contract is entered into by and among the Central Delta Water Agency, a body politic and corporate ("Central Delta"), County of Contra Costa, a political subdivision of the State of California, and the Contra Costa County Water Agency, a body politic and corporate, (together, "Contra Costa"), the County of San Joaquin, a political subdivision of the State of California ("San Joaquin"), the County of Solano, a political subdivision of the State of California ("Solano"), the County of Yolo, a political subdivision of the State of California ("Yolo"), the County of Butte, a political subdivision of the State of California ("Butte"), the County of Plumas, a political subdivision of the State of California, and the Plumas County Flood Control and Water Conservation District (together, "Plumas") (collectively, the "Agencies" and each an "Agency"), and Rossmann & Moore, LLP ("Firm"). The Agencies and the Firm are sometimes referred to herein together as "Parties" and each as a "Party." The Parties mutually agree as follows:
2. **Term.** The term of this contract shall be from the effective date through the completion of the matters described in Section 3 below, unless sooner terminated as provided herein. This contract supersedes all previous contracts, if any, between or among the Parties hereto concerning the subject of this contract.

3. **The Firm's Obligations.**

- (a) **Scope of Representation.** As directed by the Agencies' in-house attorneys and general counsels, the Firm shall:
 1. Provide legal representation to the Agencies in the California WaterFix Validation Action filed on July 21, 2017, by the California Department of Water Resources in Sacramento County Superior Court, entitled *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2017-00215965 (the "WaterFix Validation Action");
 2. Perform all legal research, prepare all pleadings, briefs, and filings, assemble the administrative record, and complete any other tasks related to the representation of the Agencies in the WaterFix Validation Action;
 3. Provide each Agency an opportunity to review, comment on, edit, and revise all written pleadings and materials pertaining to the WaterFix Validation Action, to the extent practicable, before filing or submitting the written pleadings and materials on behalf of one or more of the Agencies;
 4. Confer with the Agencies' in-house attorneys and general counsels on litigation

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5. strategy and all other matters relevant to the WaterFix Validation Action; and
- (b) Advise the Agencies of all hearings and other appearances in the WaterFix Validation Action, and, unless directed otherwise by the Agencies, attend all hearing and court appearances on behalf of the Agencies.
- (c) The Firm's partner Roger Moore shall have the primary responsibility for rendering services under this contract. If his Firm's name changes, he may request a corresponding change to the name of the Firm referenced in paragraph 1, subject to the Agencies' approval. Moreover, certain assignments may be delegated to other attorneys at the Firm who are qualified and competent to provide the professional legal services engaged hereunder. No major decision concerning the WaterFix Validation Action, any commitment for substantial expenditure, or the hiring of a consultant or contractor is to be made without the prior approval of the Agencies' in-house attorneys and general counsels, which may be subject to the prior approval of the Agencies' governing bodies.
- (c) The Firm cannot and does not guarantee the outcome of the WaterFix Validation Action or any related litigation or non-litigation matter. Neither this contract nor any term herein or in the Firm's or its attorneys' other statements to the Agencies, express or implied, shall be construed as a guarantee about the outcome of the WaterFix Validation Action or any related matter.

4. Compensation.

- (a) Fees. In consideration of the Firm's provision of services under this contract, the Firm shall charge the following hourly rates:

| | |
|-----------|----------------|
| Partner | \$325/hour |
| Associate | \$250-325/hour |
| Paralegal | \$90/hour |

Exhibit A to this contract sets forth the names of the Firm's current attorneys and paralegals assigned to this matter and their current hourly rates. During the term of this contract, Exhibit A may be replaced whenever necessary to reflect staffing changes at the Firm, provided that Firm employees' hourly rates do not exceed the hourly rates set forth above. The Firm shall not adjust any of these hourly rates until after (a) the Firm provides at least 60 days' advance written notice to the Agencies regarding the proposed adjustment, and (b) the Agencies approve the proposed adjustment.

- (b) Expenses. The Firm shall be entitled to reimbursement of the following expenses incurred while performing services under this contract:
 - (1) Automobile mileage at the rate of \$0.56 per mile;
 - (2) Train, plane or other common carrier expenses, provided the common carrier services were purchased at coach or economy class rates.
 - (3) Parking, lodging, and meals at actual costs; and
 - (4) Messenger and delivery services, computerized research, videotape recording, conference call services, and court costs and filing fees, postage, long distance

telephone charges, facsimile transmission, photocopying costs, and similar expenses at actual cost incurred.

(c) Recovery of Attorneys' Fees. The Agencies have entered into a Joint Defense and Fee Allocation Agreement, attached as Exhibit B. Consistently with that agreement, this provision clarifies the procedure for distribution of any attorney's fees awarded and actually received by the Agencies or the Firm for the Firm's work under this contract. The Parties recognize that the Firm's hourly rates listed in section 4(a) are discounted rather than market rates, and that fees may be awarded through various means, including orders of the court, sanctions, settlements, and subsequent legal action arising from the subject matter of this representation. The Parties agree to the following rules for allocation and distribution of fees and costs awarded to the Agencies for the Firm's work under this contract, to the extent funds are available and until such funds are exhausted:

- (1) Fees shall be allocated proportionally among the Agencies, as specified in section 3.4 of the Agencies' Joint Defense and Fee Allocation Agreement.
- (2) The first priority for distribution of fees shall be reimbursement of the Agencies for any litigation costs the Firm has billed to the Agencies, and the Agencies have paid to the Firm.
- (3) The second priority for distribution of fees shall be reimbursement to the Agencies for each hour of attorney time covered in the fee award, at the contract rate billed and received by the Firm.
- (4) The remainder (the hours of attorney time allowed in the fee award, multiplied by the differential between the billed and awarded rate), to the extent available, shall be distributed to the Firm.

5. Billing and Payment. The Firm shall bill in six-minute increments for services provided under this contract. The Firm shall charge each of the Agencies one-seventh (1/7) of the Firm's attorney's fees and expenses incurred under this contract. The Firm shall submit to each Agency, through that Agency's in-house attorney's office or general counsel's office, a properly documented demand for payment monthly, in the form and manner prescribed by the Agencies. The Firm shall include with its demand to each Agency a copy of each demand sent to each other Agency, unless the same demand is sent to all of the Agencies. Each demand for payment shall itemize the type of services performed under this contract related to the WaterFix Validation Action, the date the services were performed, who performed the services, the amount of time spent on such services, the total fees and charges incurred, and the total to be paid individually by each Agency. Each Agency is encouraged to remit payment to the Firm within 30 days of receipt of a billing statement if feasible.

6. Independent Contractor Status. This contract is by and among independent contractors and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. Subcontract and Assignment. The Firm may not subcontract any of the work or assign any of his rights or obligations under this contract without prior written consent of the Agencies.

8. Records. The Firm shall at all times keep a complete and thorough record of the time

expended and services performed on behalf of Agencies and shall also make available to the Agencies for audit all such records maintained.

9. Indemnification. The Firm shall defend, indemnify, save, and hold harmless each Agency and its officers and employees from any and all claims, costs, and liability for any damages, injury, or death arising directly or indirectly from or connected with the services provided hereunder due to claimed or alleged to be due to negligent or wrongful acts, errors, or omissions of the Firm or any person under its control, save and except claims or litigation arising through the sole negligence or willful misconduct of any Agency or its officers or employees, and will make good to and reimburse each Agency for any expenditures, including reasonable attorney's fees, the Agency may make by reason of such matters. The obligations contained in this section shall survive the termination of this contract.

10. Insurance. The Firm shall maintain malpractice insurance throughout the term of this contract.

11. Fee Disputes. While the Firm does not anticipate any disputes about the quality of legal services rendered or the cost of those services, if any such disputes should arise the Firm's policy is to promptly and equitably address disagreements with the Agencies. The Agencies have the right to submit any dispute regarding the Firm's fees to the local bar association pursuant to California Business & Professions Code section 6200 et seq.

12. Conflicts of Interest.

- (a) Avoiding Conflicts. The Firm and members of the Firm's staff shall avoid any actual or potential conflicts of interest. The Firm agrees to notify each Agency immediately of any case or situation which may involve an actual or potential conflict of interest for Agency's review and decision.
- (b) Joint Representation. Notwithstanding Section 12.(a), above, Agencies are informed and understand that each Agency may disagree with the intent, strategy, or instruction to the Firm of one or more other Agencies related to the WaterFix Validation Action, including but not limited to, settlement negotiations, pretrial motions, legal arguments and theories, and communications with opposing parties. Each Agency acknowledges and consents to such potential conflicts in the representation and agrees to work cooperatively with each other and the Firm to resolve any such conflict. However, each Agency expressly reserves the right to file its own pleading if there is substantial disagreement among the Agencies regarding the content of a proposed pleading.
- (c) Adverse Litigation. The Firm and the Agencies agree that a lawsuit filed by the Firm on behalf of a third party against any Agency during the term of the Firm's representation of that Agency under this contract would create an actual conflict of interest, and the Firm shall not file such a lawsuit without the informed written consent of each Agency that would be a party to such litigation.

13. Termination.
 - (a) This contract may be terminated by an Agency, at its sole discretion, upon written notice to the Firm and the other Agencies. Should any Agency exercise termination of the contract pursuant to Section 13(a), or elect to retain alternate counsel, each Agency agrees that the Firm may continue to represent the other Agencies in the WaterFix Validation Action and this contract shall survive and continue with respect to the non-terminating Agencies.
 - (b) The Firm may terminate this contract as to any Agency upon 90 days prior written notice to the Agency provided the Agency is current on all billing invoices. If the Agency is delinquent on any billing invoice, the Firm may terminate this contract upon 60 days prior written notice, subject to any court authorization required. An Agency will be deemed delinquent if Agency has not paid a billing statement sent to that Agency within 60 days of receipt, as long as that billing statement is not the subject of a dispute between the Agency and the Firm.
14. Reports. The Firm shall comply with California Government Code section 7550.
15. Entire Agreement. This contract contains the entire agreement among the Parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding this matter are superseded and terminated by this contract and are hereby abrogated and nullified. This contract may not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
16. Counterparts. This contract may be executed in counterparts, each of which shall be deemed an original.

[Remainder of page left blank. Signatures on next page.]

**COUNTY OF CONTRA COSTA &
CONTRA COSTA COUNTY WATER
AGENCY**

Sharon L. Anderson, County Counsel

By: _____
Stephen M. Siptroth, Deputy County Counsel

COUNTY OF SOLANO
Dennis Bunting, County Counsel

By: _____
Peter Miljanich, Deputy County Counsel

COUNTY OF BUTTE

By: _____
Bruce Alpert, County Counsel

CENTRAL DELTA WATER AGENCY

By: _____
Dante Nomellini, General Counsel

ROSSMANN & MOORE, LLP

By: _____
Roger Moore

Taxpayer Identification No.: 83-0357441

Exhibit

Exhibit A – Rossmann & Moore, LLP, Attorneys' & Paralegals' Names and Hourly Rates

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EXHIBIT A
ROSSMANN & MOORE, LLP
ATTORNEYS' & PARALEGALS' NAMES AND HOURLY RATES

| Name | Hourly Rate |
|------------------|--------------------|
| Roger Moore | \$325 |
| Tiffany Poovaiah | \$90 |

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CONTRACT FOR LEGAL SERVICES AMONG THE
CENTRAL DELTA WATER AGENCY, CONTRA COSTA COUNTY WATER AGENCY,
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
AND THE COUNTIES OF CONTRA COSTA, SAN JOAQUIN, SOLANO, YOLO,
BUTTE, AND PLUMAS AND THE FREEMAN FIRM

California Department of Water Resources v. All Persons Interested in the Matter, etc.,
Sacramento County Superior Court Case No. 34-2017-00215965

1. Parties and Effective Date. Effective July 1, 2017 (“Effective Date”), this contract is entered into by and among the Central Delta Water Agency, a body politic and corporate (“Central Delta”), County of Contra Costa, a political subdivision of the State of California, and the Contra Costa County Water Agency, a body politic and corporate, (together, “Contra Costa”), the County of San Joaquin, a political subdivision of the State of California (“San Joaquin”), the County of Solano, a political subdivision of the State of California (“Solano”), the County of Yolo, a political subdivision of the State of California (“Yolo”), the County of Butte, a political subdivision of the State of California (“Butte”), the County of Plumas, a political subdivision of the State of California, and the Plumas County Flood Control and Water Conservation District (together, “Plumas”) (collectively, the “Agencies” and each an “Agency”), and the FREEMAN FIRM, a Professional Law Corporation, dba FREEMAN, D’AIUTO, PIERCE, GUREV, KEELING & WOLF (“Firm”). The Agencies and the Firm are sometimes referred to herein together as “Parties” and each as a “Party.” The Parties mutually agree as follows:

2. Term. The term of this contract shall be from the effective date through the completion of the matters described in Section 3 below, unless sooner terminated as provided herein. This contract supersedes all previous contracts, if any, between or among the Parties hereto concerning the subject of this contract.

3. The Firm’s Obligations.

(a) Scope of Representation. As directed by the Agencies’ in-house attorneys and general counsels, the Firm shall:

1. Provide legal representation to the Agencies in the California WaterFix Validation Action filed on July 21, 2017 by the California Department of Water Resources in Sacramento County Superior Court, entitled *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2017-00215965 (the “WaterFix Validation Action”);
2. Perform all legal research, prepare all pleadings, briefs, and filings, assemble the administrative record, and complete any other tasks related to the representation of the Agencies in the WaterFix Validation Action;
3. Provide each Agency an opportunity to review, comment on, edit, and revise all written pleadings and materials pertaining to the WaterFix Validation Action, to the extent practicable, before filing or submitting the written pleadings and materials on behalf of one or more of the Agencies;
4. Confer with the Agencies’ in-house attorneys and general counsels on litigation strategy and all other matters relevant to the WaterFix Validation Action; and

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5. Advise the Agencies of all hearings and other appearances in the WaterFix Validation Action, and, unless directed otherwise by the Agencies, attend all hearing and court appearances on behalf of the Agencies.

- (b) The Firm's member Thomas H. Keeling shall have the primary responsibility for rendering services for the Firm under this contract. However, certain assignments may be delegated to other attorneys at the Firm who are qualified and competent to provide the professional legal services engaged hereunder. No major decision concerning the WaterFix Validation Action, any commitment for substantial expenditure, or the hiring of a consultant is to be made without the prior approval of the Agencies' in-house attorneys and general counsels, which may be subject to the prior approval of the Agencies' governing bodies.
- (c) The Firm cannot and does not guarantee the outcome of the WaterFix Validation Action or any related litigation or non-litigation matter. Neither this contract nor any term herein or in the Firm's or its attorneys' other statements to the Agencies, express or implied, shall be construed as a guarantee about the outcome of the WaterFix Validation Action or any related matter.

4. Compensation.

- (a) Fees. In consideration of the Firm's provision of services under this contract, the Firm shall charge the following hourly rates:

| | |
|-----------|------------------|
| Partner | \$325/hour |
| Associate | \$250-\$325/hour |
| Paralegal | \$90.00/hour |

Exhibit A to this contract sets forth the names of the Firm's current attorneys and paralegals and their current hourly rates. During the term of this contract, Exhibit A may be replaced whenever necessary to reflect staffing changes at the Firm, provided that Firm employees' hourly rates do not exceed the hourly rates set forth above. The Firm shall not adjust any of these hourly rates until after (a) the Firm provides at least 60 days' advance written notice to the Agencies regarding the proposed adjustment, and (b) the Agencies approve the proposed adjustment.

- (b) Expenses. The Firm shall be entitled to reimbursement of the following expenses incurred while performing services under this contract:
 - (1) Automobile mileage at the rate of \$0.56 per mile;
 - (2) Parking, lodging, and meals at actual costs; and
 - (3) Messenger and delivery services, computerized research, videotape recording, conference call services, and court costs and filing fees, postage, long distance telephone charges, facsimile transmission, photocopying costs, and similar expenses at actual cost incurred.

5. Billing and Payment. The Firm shall bill in fifteen-minute increments for services provided under this contract. The Firm shall charge each of the Agencies one-seventh (1/7) of the Firm's attorney's fees and expenses incurred under this contract. The Firm shall submit to each Agency, through that Agency's in-house attorney's office or general counsel's office, a properly documented demand for payment monthly, in the form and manner prescribed by the Agencies. The Firm shall include with its demand to each Agency a copy of each demand sent to each other Agency, unless the same demand is sent to all of the Agencies. Each demand for payment shall itemize the type of services performed under this contract related to the WaterFix Validation Action, the date the services were performed, who performed the services, the amount of time spent on such services, the total fees and charges incurred, and the total to be paid individually by each Agency. Each Agency will remit payment to the Firm within 60 days of receipt of a billing statement.

6. Independent Contractor Status. This contract is by and among independent contractors and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. Subcontract and Assignment. The Firm may not subcontract any of the work or assign any of his rights or obligations under this contract without prior written consent of the Agencies.

8. Records. The Firm shall at all times keep a complete and thorough record of the time expended and services performed on behalf of Agencies and shall also make available to the Agencies for audit all such records maintained.

9. Indemnification. The Firm shall defend, indemnify, save, and hold harmless each Agency and its officers and employees from any and all claims, costs, and liability for any damages, injury, or death arising directly or indirectly from or connected with the services provided hereunder due to claimed or alleged to be due to negligent or wrongful acts, errors, or omissions of the Firm or any person under its control, save and except claims or litigation arising through the sole negligence or willful misconduct of any Agency or its officers or employees, and will make good to and reimburse each Agency for any expenditures, including reasonable attorney's fees, the Agency may make by reason of such matters. The obligations contained in this section shall survive the termination of this contract.

10. Insurance. The Firm shall maintain malpractice insurance throughout the term of this contract.

11. Fee Disputes. While the Firm does not anticipate any disputes about the quality of legal services rendered or the cost of those services, if any such disputes should arise the Firm's policy is to promptly and equitably address disagreements with the Agencies. The Agencies have the right to submit any dispute regarding the Firm's fees to the local bar association pursuance to California Business & Professions Code section 6200 et seq.

12. Conflicts of Interest.

(a) Avoiding Conflicts. The Firm and members of the Firm's staff shall avoid any actual or potential conflicts of interest. The Firm agrees to notify each Agency immediately of any

case or situation which may involve an actual or potential conflict of interest for Agency's review and decision.

- (b) Joint Representation. Notwithstanding Section 12.(a), above, Agencies are informed and understand that each Agency may disagree with the intent, strategy, or instruction to the Firm of one or more other Agencies related to the WaterFix Validation Action, including but not limited to, settlement negotiations, pretrial motions, legal arguments and theories, and communications with opposing parties. Each Agency acknowledges and consents to such potential conflicts in the representation and agrees to work cooperatively with each other and the Firm to resolve any such conflict. However, each Agency expressly reserves the right to file its own pleading if there is substantial disagreement among the Agencies regarding the content of a proposed pleading.
- (c) Adverse Litigation. The Firm and the Agencies agree that a lawsuit filed by the Firm on behalf of a third party against any Agency during the term of the Firm's representation of that Agency under this contract would create an actual conflict of interest, and the Firm shall not file such a lawsuit without the informed written consent of each Agency that would be a party to such litigation.

13. Termination.

- (a) This contract may be terminated by an Agency, at its sole discretion, upon written notice to the Firm and the other Agencies. Should any Agency exercise termination of the contract pursuant to Section 13(a), or elect to retain alternate counsel, each Agency agrees that the Firm may continue to represent the other Agencies in the WaterFix Validation Action and this contract shall survive and continue with respect to the non-terminating Agencies.
- (b) The Firm may terminate this contract as to any Agency upon 90 days prior written notice to the Agency provided the Agency is current on all billing invoices. If the Agency is delinquent on any billing invoice, the Firm may terminate this contract upon 60 days prior written notice, subject to any court authorization required. An Agency will be deemed delinquent if Agency has not paid a billing statement sent to that Agency within 60 days of receipt, as long as that billing statement is not the subject of a dispute between the Agency and the Firm.

14. Reports. The Firm shall comply with California Government Code section 7550.

15. Entire Agreement. This contract contains the entire agreement among the Parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding this matter are superseded and terminated by this contract and are hereby abrogated and nullified. This contract may not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

16. Counterparts. This contract may be executed in counterparts, each of which shall be deemed an original.

**COUNTY OF CONTRA COSTA &
CONTRA COSTA COUNTY WATER
AGENCY**

Sharon L. Anderson, County Counsel

By: _____
Stephen M. Siptroth, Deputy County Counsel

COUNTY OF SOLANO
Dennis Bunting, County Counsel

By: _____
Peter Miljanich, Deputy County Counsel

COUNTY OF BUTTE

By: _____
Bruce Alpert, County Counsel

CENTRAL DELTA WATER AGENCY

By: _____
Dante Nomellini, General Counsel

FREEMAN FIRM

By: _____
Thomas H. Keeling

Taxpayer Identification No.: _____

Exhibit

Exhibit A – The Freeman Firm Attorneys' & Paralegals' Names and Hourly Rates

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THE FREEMAN FIRM
ATTORNEYS' & PARALEGALS' NAMES AND HOURLY RATES

| Name | Hourly Rate |
|----------------------|--------------------|
| Thomas H. Keeling | \$325 |
| Franklin J. Brummett | \$325 |
| Michael L. Gurev | \$325 |
| Lee Roy Pierce | \$325 |
| Arnold J. Wolf | \$325 |
| Maxwell M. Freeman | \$325 |
| Michael N. Morlan | \$295 |
| John W. Viss | \$250 |
| Toni Robancho | \$90 |
| Laura Smith | \$90 |
| Angela Yess | \$90 |

JOINT DEFENSE AND FEE ALLOCATION AGREEMENT

JDDC

*California Department of Water Resources v. All Persons Interested in the Matter, etc.,
Sacramento County Superior Court Case No. 34-2017-00215965*

This Joint Litigation and Fee Allocation Agreement (“Agreement”) is entered into as of July 21, 2017 (“Effective Date”), by and among the Central Delta Water Agency, a body politic and corporate (“Central Delta”), County of Contra Costa, a political subdivision of the State of California, and the Contra Costa County Water Agency, a body politic and corporate, (together, “Contra Costa”), the County of San Joaquin, a political subdivision of the State of California (“San Joaquin”), the County of Solano, a political subdivision of the State of California (“Solano”), the County of Yolo, a political subdivision of the State of California (“Yolo”), the County of Butte, a political subdivision of the State of California (“Butte”), the County of Plumas, a political subdivision of the State of California, and the Plumas County Flood Control and Water Conservation District (together, “Plumas”). The forgoing entities are sometimes collectively referred to as the “Parties,” and each as a “Party.”

RECITALS

A. The Parties are co-petitioners in the action entitled, *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2017-00215965 (the “Action”). In the Action, the State of California, Department of Water Resources (“DWR”) filed a complaint for validation related to bond financing for the California WaterFix Project, among other matters. The Action seeks a judgment validating DWR’s issuance of bonds and use of bond proceeds to finance some of the Project costs. The Parties desire to oppose DWR in the Action.

B. The Parties are represented by their in-house attorneys and general counsels (collectively, the “In-House Attorneys” and each an “In-House Attorney”), and will be represented in the Action by the same outside attorneys – Thomas H. Keeling of The Freeman Firm and Roger Moore of the firm Rossmann & Moore (together, the “Outside Attorneys”), and any associates or other firm attorneys working at their general direction. The Parties desire to confirm their common interest in jointly defending the Action brought by DWR. By jointly defending the Action, the Parties expect that some of the results of their effort will result in sharing privileged information, and exchanging and developing privileged work product, including work product and information developed independently by a Party’s In-House Attorney. The Parties wish to do so without losing the protections afforded them by the attorney-client privilege, work product doctrine, common interest privilege/doctrine, and any other applicable privileges or doctrines that protect these materials. The Parties have a reasonable expectation of confidentiality that they desire to perpetuate. Therefore, this Agreement is entered into pursuant to the common interest doctrine, and the joint defense, pooled information, and common interest privileges.

C. The Parties also desire to address the terms of their cooperation for a common purpose in the Action, including but not limited to how Outside Attorneys’ legal fees and costs will be paid during the Action.



TERMS

The Parties agree as follows:

1. Confidential Materials

1.1 The Parties agree that any Confidential Materials exchanged among the Parties are and will be protected by the attorney work product doctrine, attorney-client privilege, common interest doctrine, and/or other applicable privileges, rules, and doctrines. For purposes of this Agreement, “Confidential Materials” includes, but is not limited to, all communications (including communications related to the Action made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails, or any other communications or documents protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine, joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among the Parties or their respective counsel in connection with their cooperative efforts related to the Action. Public records that are shared or exchanged by the Parties are not Confidential Materials.

1.2 The sharing of Confidential Materials with other Parties, or affiliates of Parties, including current or past employees of Parties and the Parties’ counsel, consultants, indemnitors, experts, vendors, or other persons retained to assist the Parties in the defense of the Litigation (“Party Affiliates”), shall not be construed as a waiver of any privilege or doctrine, such as the attorney work product doctrine, attorney-client privilege, common interest doctrine, and/or other applicable privileges, rules and doctrines. In addition, where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of shared documents.

1.3 Confidential Materials developed by the Parties, by the Outside Attorneys, and by the Parties’ In-House Attorneys may be freely disclosed and circulated among the Parties and their Outside Attorneys without losing any privilege or other protection from disclosure. As to Confidential Materials produced separately or independently by a Party or Parties and/or their In-House Attorneys, nothing in this Agreement requires such Party or Parties to share those Confidential Materials with any other Party; and each such Party or Parties retain full discretion as to what such independently-produced Confidential Materials are disclosed through this Agreement. Each Party agrees it shall have no right to waive a privilege or doctrine of any other Party. And, as to Confidential Materials produced jointly by the Parties and/or their Outside Attorneys, the written agreement of all Parties who hold the privilege or doctrine must first be obtained before the privilege or doctrine attaching to those Confidential Materials may be deemed waived.

1.4 Each Party shall retain ownership and control of Confidential Materials it independently produces and provides another Party, and the Party receiving any Party’s independently-produced Confidential Materials shall, upon demand of the producing Party, destroy or return to the producing Party the original and all copies (including electronic media).

1.5 The Parties further agree that a recipient Party of a disclosing Party's independently-produced Confidential Materials shall not use those materials for any purpose other than the joint defense of the Action.

1.6 Unless otherwise required by law, none of the Parties or Party Affiliates will disclose independently-produced Confidential Materials received from any other Party or Party Affiliate, or the contents thereof, to any other person without first obtaining written consent from the Party from which the materials are received. Unless otherwise required by law, none of the Parties or Party Affiliates will disclose Confidential Materials jointly developed by the Parties and/or their Outside Attorneys for the defense of this Action, or the contents thereof, without first obtaining written consent from all Parties. If any third-party requests or demands any Confidential Materials via a subpoena, discovery request, Public Records Act request, Contra Costa County Better Government Ordinance request, or otherwise, the Party receiving the request or demand shall notify all other Parties and the Outside Attorneys in writing as soon as practicable after receiving the request. If any Party or Party Affiliate determines that it is compelled by law to disclose information that is otherwise protected from disclosure under this Agreement, it shall: (a) give advance notice in writing and immediate notice by email to the other Parties and the Outside Attorneys of its determination; and (b) provide to the other Parties the opportunity to prevent such disclosure before the time by which the information is legally required to be disclosed.

1.7 Any inadvertent disclosure of any Confidential Materials by any Party or Party Affiliate shall not constitute a waiver of this Agreement, and any Party that inadvertently discloses, or whose Party Affiliate inadvertently discloses, any such Confidential Materials shall: (a) promptly advise the other Parties and the Outside Attorneys of the disclosure; and (b) request in writing the return of the Confidential Materials inadvertently disclosed.

1.8 Each Party may terminate this Agreement after: (a) giving five (5) days' advance written notification to the other Parties and the Outside Attorneys; and (b) returning any Confidential Materials in its possession to the Parties and/or Outside Attorneys that produced the Confidential Materials. Once notice is given and all Confidential Materials are returned, this Agreement shall no longer be operative as to the noticing Party, except as otherwise provided herein, and except that the Agreement shall continue to protect all disclosures of Confidential Materials made up to the time of termination.

1.9 The Parties agree that neither this Agreement, nor the actions of any Party or counsel to a Party pursuant to this Agreement, shall create any attorney-client relationship between any counsel and any Party that have not otherwise entered into an attorney-client relationship. The obligations under this paragraph shall survive the termination of this Agreement.

2. Joint Defense of the Action

2.1 The Parties' Outside Attorneys will assume overall responsibility to produce all pleadings and filings necessary to represent the Parties' interests in the Action; to

secure the timely filing of all pleadings and other filings; and to appear as attorneys of record for the Parties at all court proceedings.

2.2 All Parties' In-House Attorneys will have a reasonable opportunity to review, edit, and comment on proposed pleadings before they are filed. The Parties acknowledge that they may disagree about the contents and form of a particular pleading. It is encouraged that the Parties cooperate, to the extent practicable, in the drafting and reviewing of pleadings, and it is encouraged that they give deference to their Outside Attorneys to determine the final form and content of all pleadings and written materials. Notwithstanding the foregoing, if a Party determines that a difference of opinion exists with respect to the content or substance of any pleading, that Party may, at its sole discretion, file a separate pleading, or it may file a joinder to join only in part of a pleading submitted on behalf of one or more of the remaining Parties. The Parties' In-House Attorneys will confer with the Outside Attorneys to decide on litigation strategy as the Action proceeds.

3. Allocation of Outside Attorneys' Fees and Costs

3.1 Legal Services Contracts with Outside Attorneys. The Parties will enter into a legal services contract with The Freeman Firm, under which each such Party will pay one-seventh (1/7) of all attorney's fees and costs charged by The Freeman Firm for legal services performed in the Action. The Parties will enter into a legal services contract with Rossmann & Moore, under which each such Party will pay one-seventh (1/7) of all attorney's fees and costs charged by Rossmann & Moore for legal services performed in the Action.

3.2 In-House Attorneys. Each of the Parties will be represented by their In-House Attorneys, who may participate in the preparation of pleadings, filings, correspondence, and other written materials, and who may appear on their clients' behalf at court proceedings in this Action. Each Party will be responsible for attorney's fees and costs charged by its In-House Attorneys.

3.3 Costs of Suit if Unsuccessful. If the Court taxes costs to the Parties under Code of Civil Procedure section 868 or otherwise requires the Parties to pay costs in the Action, each of the Parties will pay a pro-rata share of those costs.

3.4 Attorney's Fees if Successful. If the Parties are successful in the Action, they intend to file a motion for an award of Outside Attorneys' fees and In-House Attorneys' fees pursuant to Code of Civil Procedure section 1021.5, and they intend to seek an award of their costs of suit pursuant to Code of Civil Procedure sections 1032. If the Court awards Outside Attorneys' fees and costs, that fee and cost award will be allocated among the Parties in proportion to the percentage of the total amount of Outside Attorneys' fees and costs that each Party paid. Consistently with this provision, the Parties' contracts for legal services with Outside Attorneys may specify additional details on the procedures for distributing fees awarded and received for their work to the Parties and these attorneys. If the Court awards In-House Attorneys' fees, each Party will be entitled to the amount of In-House Attorneys' fees that the Court awards to that Party.

4. General Terms

4.1 This Agreement may be executed in counterparts, each of which shall be deemed an original.

4.2 Each person signing this Agreement represents that he or she has the authority to sign on behalf of his or her respective Party.

4.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be fully operative, to the extent possible.

4.4 This Agreement constitutes the entire agreement among the Parties with respect to the subjects of the Agreement, and it supersedes all prior or contemporaneous agreements, representations, and understandings with respect to the subjects of this Agreement.

4.5 No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing and signed by the Parties.

4.6 This Agreement is binding upon the successors and assigns of each Party.

4.7 This Agreement shall be governed by the laws of the State of California.

[Remainder of Page Intentionally Left Blank – Signature on Next Page.]

**COUNTY OF CONTRA COSTA &
CONTRA COSTA COUNTY WATER
AGENCY**

Sharon L. Anderson, County Counsel

By: _____
Stephen M. Siptroth, Deputy County Counsel

COUNTY OF SOLANO
Dennis Bunting, County Counsel

By: _____
Peter Miljanich, Deputy County Counsel

CENTRAL DELTA WATER AGENCY

By: _____
Dante Nomellini, General Counsel

**COUNTY OF PLUMAS & PLUMAS
COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT**

By: _____
Craig Settlemire, County Counsel

COUNTY OF SAN JOAQUIN

By: _____
J. Mark Myles, County Counsel

COUNTY OF YOLO

By: _____
Philip Pogledich, County Counsel

COUNTY OF BUTTE

By: _____
Bruce Alpert, County Counsel

SMS
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Final.docx

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

3A

TRANSFER NUMBER
(Auditor's Use Only)

| The reason for this request is (check one): | | Approval Required |
|---|---|-------------------|
| A. <input checked="" type="checkbox"/> | Transfer to/from Contingencies OR between Departments | Board |
| B. <input 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)

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

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) Transfer to cover unanticipated expense

B) Contingency funds

C) Expense is past due from prior fiscal year

D) N/A

Approved by Department Signing Authority: Ron Sherry

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.

3A

**MINASIAN, MEITH,
SOARES, SEXTON &
COOPER, LLP**

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A Partnership Including Professional Corporations

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WILLIAM H. SPRUANCE,
Retired

MICHAEL V. SEXTON,
Retired

October 2, 2017

The Honorable Members of the
Plumas County Board of Supervisors
520 Main Street, Suite 309
Quincy, California 95971

Re: 2017 Election of Directors – Last Chance Creek Water District

Dear Honorable Board Members:

This letter is sent to respectfully request that the Board of Supervisors appoint Darrin Damonte, Bryan Williams and Milton Frei, each to four (4) year terms on the Board of Directors of Last Chance Creek Water District in lieu of election pursuant to California Elections Code section 10515. Please find attached a copy of the Notice of Election and Certificate of Facts for the requested appointments.

Thank you for your time and consideration of this matter.

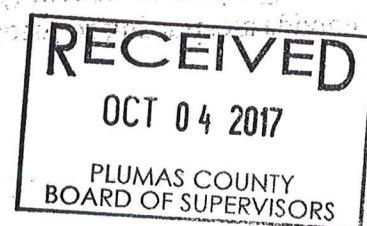
Very truly yours,

MINASIAN, MEITH, SOARES,
SEXTON & COOPER, LLP

By

ANDREW J. McCLURE

AJM/vlh
Enclosures
cc: Last Chance Creek Water District



✓

CERTIFICATE OF FACTS

November 7, 2017 General Election

Last Chance Creek Water District – Appointment of Nominees in Lieu of Election

Pursuant to California Elections Code section 10515, in the following landowner district the number of qualified candidates filing for the office of Director did not exceed the number of positions to be filled and no petition calling for election was submitted. The Board of Supervisors for Plumas County shall appoint the following nominees to the office of Director:

Last Chance Creek Water District:

For four (4) year terms:

Darrin Damonte
12220 Sagehill Road
Reno, NV 89521

Bryan Williams
1000 Dotta Guidici Road
Vinton, CA 96135

Milton Frei
2273 Frenchman Lake Road
Chilcoot, CA 96105

F EATHER PUBLISHING CO., INC.

(530) 283-0800
P.O. BOX B, QUINCY, CA 95971

STATE OF CALIFORNIA }
County of Plumas } ss.
and/or Lassen

Keri B. Taborski deposes and says: That she is the principal clerk for the publisher of the



BULLETIN

Quincy, Plumas County
Adjudication Decree #4644



RECORD

Greenville, Plumas County
Adjudication Decree #5462



Chester Progressive

Chester, Plumas County
Adjudication Decree #5956



PORTOLA REPORTER

Portola, Plumas County
Adjudication Decree #2497



Times

Susanville, Lassen County
Adjudication Decree #15466

NOTICE OF GENERAL ELECTION FOR THE ELECTION OF DIRECTORS FOR LAST CHANCE CREEK WATER DISTRICT

(Three positions of Director)

NOTICE IS HEREBY GIVEN that Last Chance Creek Water District will conduct a General District Election on the 7th day of November 2017 for the purposes of electing the position of Director. The term for the positions of director shall be for four (4) years or until the Director's successor qualifies and takes office.

1. To be qualified as a candidate for the position of Director, a person must be a holder of title to land within District boundaries, or the Legal Representative of a holder of title to land within District boundaries, and an elector.

2. If insufficient nominations are received and a petition for election is not filed within the time period stipulated in Election Code section 10515, appointment to each elective office will be made as prescribed within the Election Code section 10515.

3. Declarations of Candidacy may be obtained at the Roberti Ranch, 7411 Dyson Lane, House #2, PO Box 693, Loyalton, CA 96118, and must be returned and filed at the same location no later than 5:00 p.m. on August 11, 2017, and no candidate shall withdraw his or her Declaration of Candidacy after that date. If the incumbent elective officers do not file Declarations of Candidacy by the indicated deadline, the time to file is extended to August 16, 2017.

4. The election will be conducted by Last Chance Creek Water District and its designated representatives. Information regarding the election may be obtained by calling (530) 249-4014 or (530) 993-4690.

Dated: 6 - 22 - 17
Last Chance Creek Water District:
By: RICK ROBERTI, President
Published FRB, PR
July 12, 2017]

that the Notice of General Election, Last Chance
Creek Water District

3 Directors

of which the attached is a true printed copy, was published in the weekly issue of said newspaper(s) as indicated above (and not in a supplement thereof) for One

consecutive week(s), beginning July 12, 2017

and ending July 12, 2017, both dates inclusive, to wit: July 12, 2017

Date: July 12, 2017

/s/

Keri B. Taborski

Keri B. Taborski