

BOARD OF SUPERVISORS

Michael Sanchez, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Lori Simpson, 4th District

Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF JUNE 12, 2018 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) COUNTY COUNSEL

Approve and authorize the Chair to sign first amendment to Agreement between County of Plumas and Kathleen J. Williams dba Williams & Associates, not to exceed \$23,000, to provide legal and investigative services

B) FACILITY SERVICES/AIRPORTS

- 1) Approve and authorize the Chair to sign Agreement between County of Plumas and Siskiyou Elevator Company, not to exceed \$20,000, to provide maintenance/service/inspections; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and Smith Power Products, not to exceed \$22,000, to provide emergency repair and maintenance of roofing; approved as to form by County Counsel
- 3) Approve Change Order No. 2 of \$19,699.62 for L.A. Perks to complete repairs at Rogers Field on the Jet A fueling system in preparation for the upcoming fire season

C) BEHAVIORAL HEALTH

Authorize Behavioral Health to recruit and fill vacant, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior

D) PUBLIC HEALTH AGENCY

- 1) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Assistant Director of Public Health position, created by promotion
- 2) Approve and authorize the Chair to sign multi-year Agreement Number TURP1721FPC with Feather Publishing Company, Inc., not to exceed \$30,843, for anti-tobacco related advertising related to the Tobacco Use Reduction and Prevention Program, approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign the Certificates of Compliance for the County Subvention Program and the Medi-Cal Cost Avoidance Program for FY 2018/2019 from the California Department of Veterans Affairs

E) AUDITOR/CONTROLLER

Adopt **RESOLUTION** establishing Fiscal Year 2018-2019 Appropriation Limits Under Article XIII B of the California Constitution, and establishing Period for Contesting Such Limits for Plumas County and Board of Supervisors Governed Special Districts

F) SHERIFF

Approve and authorize the Chair to sign annual amendment to the Cooperative Law Enforcement Agreement between the County of Plumas and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit B FY 2018 Controlled Substance Annual Operating and Financial Plan, Plumas and Lassen National Forests, not to exceed \$16,000; approved as to form by County Counsel

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Flood Control & Water Conservation District Governing Board

2. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault

- A. Approve and authorize the Chair to sign Project Agreement between Plumas County Flood Control and Water Conservation District and William H. Ulrey dba Bill's Quality Fencing, not to exceed \$34,000, for fencing services at Lake Davis Water Treatment Plant; approved as to form by County Counsel

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

3. DEPARTMENTAL MATTERS

A) SHERIFF – Greg Hagwood

Approve and authorize the Chair to sign Annual Maintenance Agreement Addendum between County of Plumas and PTS Solution, not to exceed \$183,809.55 over five years (\$36,761.91 per year) for software related services; approved as to form by County Counsel

B) DISTRICT ATTORNEY – David Hollister

Adopt **ORDINANCE**, first introduced on June 5, 2018, Amending Section 2-5.204 of Chapter 5 of Title 2 of Plumas County Code (Salary: Setting base salary of District Attorney/Public Administrator at \$100,731.96). **Roll call vote**

4. BOARD OF SUPERVISORS

- A. Ratify letter to Greg Osborne, Mooretown Forestry to register support for the Cal Fire grant application submitted for the Feather River Fire Protection and Forest Health Project; discussion and possible action
- B. Approve and authorize the Chair to sign Employment Agreement of \$128,000 between County of Plumas and Tony Hobson, Behavioral Health Director, effective June 12, 2018; discussion and possible action
- C. Approve and authorize the Chair to sign Employment Agreement of \$81,984 between County of Plumas and Kevin Correira, Director of Facility Services and Airports, effective June 12, 2018; discussion and possible action
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- F. Appointments

PLANNING COMMISSION

Appoint Harry Rogers to the Plumas County Planning Commission, representing District 2

5. BOARD OF SUPERVISORS

Report and update by Susan Scarlett, Budget Consultant on the FY 2018-2019 Budget preparation/process; discussion, possible action and/or direction

1:00 P.M. AFTERNOON SESSION

6. PLANNING – Randy Wilson

- A. Introduce and waive first reading of an **ORDINANCE** Rezoning Certain Real Property Consistent with General Plan Amendment Enacted by Resolution 2006-7249; GPA 8-04/05-08; Summer 2005 General Plan Amendment; Gould Swamp; APN 001-440-008-000; T28N/R7E/Section 3, MDM. **Roll call vote**
- B. Adopt **RESOLUTION** of the Plumas County Groundwater Sustainability Agency for the Portion of the Sierra Valley Groundwater Basin outside of the Boundary of the Sierra Valley Groundwater Management District Initiating a Basin Boundary Modification Request. **Roll call vote**

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff’s Administrative Unit; Sheriff’s Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 19, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

IA

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND KATHLEEN J. WILLIAMS, Attorney at Law
dba WILLIAMS & ASSOCIATES

This First Amendment to Agreement ("Amendment") is made on _____, 2018, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and KATHLEEN J. WILLIAMS, dba WILLIAMS & ASSOCIATES ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and KATHLEEN J. WILLIAMS have entered into a written Agreement effective January 1, 2018, (the "Agreement"), in which KATHLEEN J. WILLIAMS agreed to provide legal and investigative services regarding allegations of harassment of a Plumas County employee.
 - b. Because the cost for Contractor's services has exceeded the dollar amount originally agreed upon, and because the potential for additional services regarding this matter continues, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Three Thousand and No/100 Dollars (\$23,000.00).
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective January 1, 2018 shall remain unchanged and in full force and effect.

COUNTY OF PLUMAS

A political subdivision of the State of California

Jeff Engel, Chair of the Board of Supervisors

Date: _____

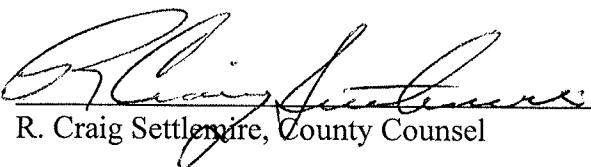
CONTRACTOR

Kathleen J. Williams, dba Williams & Associates

Kathleen J. Williams, Principal

Date: _____

APPROVED AS TO FORM



R. Craig Settlemire, County Counsel

Date: June 4, 2018



IBI

DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira
Interim Director

Board Meeting: June 12th, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

Subject: **Approve and authorize Board Chair to sign and execute Annual Contract for Siskiyou Elevator in the amount of \$20,000 for a two year Period**

Background

Siskiyou Elevator co. will be responsible for yearly maintenance and certification of our elevators in Plumas County for the period of 2yrs

Recommendation

Approve and authorize the Board Chair to sign and execute annual contract in the amount of \$20,000 as part of maintenance, certification and repair.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

IB3

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

Kevin Correira
Interim Director

Board Meeting: June 12th, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

Subject: **Approve and authorize Board Chair to sign and execute Annual Contract for Smith Power Products in the amount of up to \$22,000 for regular maintenance, certification and repair of all generators**

Background

Smith Power Products. will be responsible for yearly maintenance and certification of our Generators in Plumas County

Recommendation

Approve and authorize the Board Chair to sign and execute annual contract in the amount of \$22,000 as part of Smith Power Products maintenance, certification and repair.



1B3

DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira
Interim Director

Board Meeting: June 12th, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

Subject: **Approve change order #2 in the amount of \$19,699.62 from L.A. Perks to finish repairs at Rogers airfield on the Jet A fueling system with the installation and testing of a TCS rotary meter and misc. piping.**

Background

The original project for Rogers airfield started as "Replace above ground fuel delivery piping from above ground holding tank to Meter/Dispenser". First Change order came from environmental health wanting the containment area where the tank sits to be torn up to check for possible contamination and then rebuilt. After containment area was finish and the system was pressurized and tested it was soon realized that the meter was no good and in need of replacement. Second change order is for installation of a new meter, Labor, welding and testing.

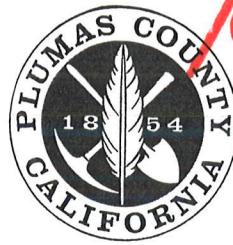
Recommendation

Approve recommendation of new meter installation for Rogers airfield to get the system up and running as soon as we can in preparation for fire season

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Louise Steenkamp, Acting Director



DATE: June 1, 2018

TO: Honorable Board of Supervisors

FROM: Louise Steenkamp, Behavioral Health Acting Director *AS*

SUBJECT: Request for approval to recruit and fill fully funded one (1) vacant 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior

Recommendation

1. Approve the filling of the vacant, allocated positions of 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior. The position is fully funded in the 2017-2018 budget.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded 1.0 FTE Behavioral Health Case Management Specialist I/II/ Senior positions which became vacant effective May 25, 2018, due to a transfer to another County Department. This position was approved in in the 2017-2018 budget and fully funded.

This position will be filled without the use of any General Fund monies. Completed Critical Staffing questions are included for the above requested position along with a Departmental Organization Chart.

Thank you.

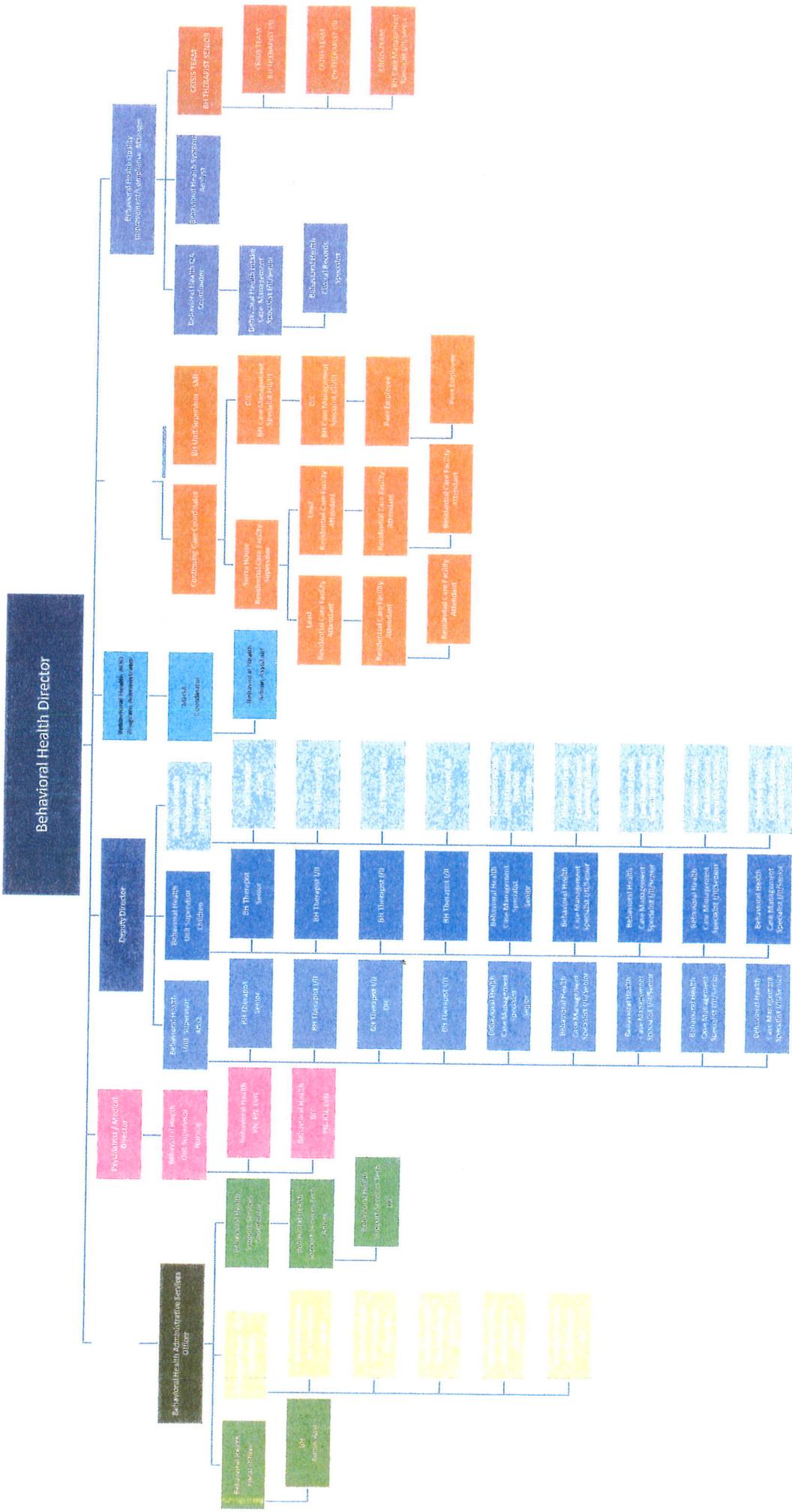
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Case Management Position I/II/Senior

- Is there a legitimate business, statutory or financial justification to fill the position? Yes.
- Why is it critical that this position be filled at this time? The department relies on the Case Management staff to provide support and contact with clients especially during this time when we have ½ dozen vacancies of licensed clinical staff.
- How long has the position been vacant? The position became vacant due to transfer to another county department as of May 25, 2018.
- Can the department use other wages until the next budget cycle? No need, the position is fully funded.
- What are staffing levels at other counties for similar departments and/or positions? The staffing levels are comparable depending on the clinical team.
- What core function will be impacted without filling the position prior to July 1?
- Lack of service provisions as required in the Mental Health department's contract with the State for Medi-Cal as well as Full Service Partnership provisions in MHSA are core functions at risk. Lack of compliance, loss of funds/reimbursements, billing and administration exceptions are all possible negative impacts if the vacancy continues.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? None.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? There is no fiscal impact on the general fund.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.

Plumas County
Behavioral Health Department
September 2016





LDI

Plumas County Public Health Agency

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

To: Honorable Board of Supervisors

From: Andrew Woodruff

Cc: Nancy Selvage

Agenda: Item for June 12, 2018

Recommendation: Authorize and direct Human Resources to recruit and fill a budgeted and funded 1.0 FTE Assistant Director of Public Health Position.

Background Information: As the Board is aware I accepted the position of Director for the Public Health Agency which leaves the Assistant Director position vacant. There has been an employee in the role of Acting Assistant Director since December of 2017. The Public Health Agency Budget fully funds salary and benefits for this position. No county general funds are required since these positions are fully funded through programs within the Public Health Agency. This position plays an important role in assisting the Director of Public Health to plan, organize, and supervise the functions, services, and programs of the Agency.

The Assistant Director is responsible to plan, organize, and supervise a large subset of the functions, services, and programs of the Plumas County Public Health Agency; to be responsible for the development and evaluation of health education and outreach programs and services; to provide Administrative leadership; to represent Plumas County Public Health with state, local and community organizations and other government agencies; and to do related work as required. The incumbent works closely with the Public Health Director in the development and administration of public health programs.

The roles and responsibility of the Assistant Director is to provide oversight for the development of state and federally required data, reports, financial plans, statistical analysis, policies and procedures, and contract management; reviewing and analyzing legislation and determining effects on organizational procedures and operations; and assures department's compliance with state and federal laws, department goals and objectives, and county policies and procedures. In addition they serve as the Department Head in absence of the Public Health director.

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



1D2

Plumas County Public Health Agency

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

Date: May 29, 2018

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for June 12, 2018

Recommendation: Approve and direct the Chair to sign multi-year Agreement Number TURP1721FPC with Feather Publishing Company, Inc., in the amount of \$30,843.00 for anti-tobacco related advertising related to the Tobacco Use Reduction and Prevention Program.

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

There will be no financial impact on the County General Fund, as this agreement is fully funded by the Tobacco Use Reduction and Prevention Program through Public Health.

The Agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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



1D3

Plumas County Public Health Agency

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

Date: May 29, 2018
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for June 12, 2018

Description/Recommendation: Approve and authorize the Chair to sign the Certificates of Compliance for the County Subvention Program and the Medi-Cal Cost Avoidance Program for FY 2018/2019 from the California Department of Veterans Affairs.

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

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

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

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

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

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: May 7, 2018

To: The Honorable Board of Supervisors

From: Roberta Allen, CPA, Auditor / Controller

Subject: Adoption of Proposition 4 Appropriation Limits for Fiscal Year 2018/19

RECOMMENDATION:

Adopt a Resolution adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2018/19.

BACKGROUND:

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

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2018/19 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

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

RESOLUTION NO. 18-

A Resolution establishing Fiscal Year 2018/19 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board Of Supervisors governed Special Districts

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

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

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2018/2019; and has prepared the applicable statements showing the calculation, and such statements are available for public review:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2018/2019; and

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

| | |
|---------------------|---------------|
| Plumas County | \$ 35,091,705 |
| Quincy Lighting | \$ 131,538 |
| CSA #11 (Ambulance) | \$ 71,006 |
| Beckwourth CSA | \$ 20,449 |

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

RESOLUTION NO. 18-

The foregoing, Resolution No. 18-_____ was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 12th day of June 2018 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL • ROOM 1145 • SACRAMENTO CA 95814-4998 • www.dof.ca.gov

May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

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

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

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

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

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

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

| Fiscal Year (FY) | Percentage change over prior year |
|---------------------|--------------------------------------|
| 2018-19 | 3.67 |

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Fiscal Year 2018-19

Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

| County | <u>Percent Change</u> 2017-18 | <u>--- Population Minus Exclusions ---</u> | |
|-----------------------|----------------------------------|--|-----------|
| | | 1-1-17 | 1-1-18 |
| Napa | | | |
| Incorporated | 0.47 | 114,345 | 114,879 |
| County Total | -0.29 | 139,596 | 139,194 |
| Nevada | | | |
| Incorporated | 1.26 | 32,538 | 32,948 |
| County Total | 0.55 | 98,539 | 99,078 |
| Orange | | | |
| Incorporated | 0.63 | 3,071,882 | 3,091,083 |
| County Total | 0.69 | 3,198,224 | 3,220,361 |
| Placer | | | |
| Incorporated | 2.08 | 270,599 | 276,219 |
| County Total | 1.66 | 383,173 | 389,532 |
| Plumas | | | |
| Incorporated | -0.46 | 2,171 | 2,161 |
| County Total | -0.23 | 19,818 | 19,773 |
| Riverside | | | |
| Incorporated | 1.33 | 1,994,814 | 2,021,349 |
| County Total | 1.40 | 2,373,708 | 2,406,947 |
| Sacramento | | | |
| Incorporated | 1.28 | 923,962 | 935,777 |
| County Total | 1.08 | 1,508,279 | 1,524,575 |
| San Benito | | | |
| Incorporated | 0.59 | 38,349 | 38,576 |
| County Total | 0.37 | 56,879 | 57,088 |
| San Bernardino | | | |
| Incorporated | 0.91 | 1,826,149 | 1,842,845 |
| County Total | 0.95 | 2,126,520 | 2,146,636 |

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

Plumas County
Prop 4 Calculations
January 1, 2017 to January 1, 2018

| | |
|--|--|
| California Department of Finance Per Capita Percentage change over prior year | $\frac{3.67 + 100}{100} = 1.0367$ ¹ |
| Plumas County Population Percentage Change | $\frac{(0.23) + 100}{100} = 0.9977$ ² |
| Calculation of Factor for FY 2018/19 | 1.0343 ^{1x2} |

Prop 4 Spending Limits-Revision

FY 2018/19

| Jurisdiction | County FY 2017/18 Limit | County FY 2018/19 Factor | County FY 2018/19 Limit | District FY 2018/19 Limit |
|----------------------------|-------------------------------|--------------------------------|-------------------------------|---------------------------------|
| Plumas County | \$ 33,927,975 | 1.0343 | \$ 35,091,705 | |
| Crescent Mills Lighting | \$ - | 1.0343 | \$ - | |
| Quincy Lighting | \$ 127,176 | 1.0343 | \$ 131,538 | |
| West Almanor CSD | \$ 781,672 | 1.0343 | \$ 808,483 | |
| CSA #8 Water | \$ - | 1.0343 | \$ - | |
| Plumas Eureka CSD | \$ 71,731 | 1.0343 | \$ 74,191 | |
| CSA #11 | \$ 68,651 | 1.0343 | \$ 71,006 | |
| Beckwourth CSA | \$ 19,771 | 1.0343 | \$ 20,449 | |
| Indian Valley CSD | \$ 20,531 | 1.0343 | \$ 21,235 | |
| P.C. Flood Control | \$ - | 1.0343 | \$ - | |
| Greenhorn Creek CSD | \$ 104,584 | 1.0343 | \$ 108,171 | |
| Prattville-Almanor Fire | \$ 84,855 | 1.0343 | \$ 87,766 | |
| Beckwourth Fire | \$ 44,226 | 1.0343 | \$ 45,743 | |
| Chester Fire | \$ 334,292 | 1.0343 | \$ 345,758 | |
| Crescent Mills Fire | \$ 335,138 | 1.0343 | \$ 346,633 | |
| Graeagle Fire | \$ 180,568 | 1.0343 | \$ 186,761 | |
| Hamilton Branch Fire | \$ 443,518 | 1.0343 | \$ 458,731 | |
| Laporte Fire | \$ 30,109 | 1.0343 | \$ 31,142 | |
| Meadow Valley Fire | \$ 128,569 | 1.0343 | \$ 132,979 | |
| Peninsula Fire | \$ 363,128 | 1.0343 | \$ 375,583 | |
| Quincy Fire | \$ 587,391 | 1.0343 | \$ 607,539 | |
| Sierra Valley Fire | \$ 115,598 | 1.0343 | \$ 119,563 | |
| Indian Valley CSD | \$ 165,484 | 1.0343 | \$ 171,160 | |
| Eastern Plumas Rural Fire | \$ 131,799 | 1.0343 | \$ 136,320 | |
| Chester Cemetery | \$ - | 1.0343 | \$ - | |
| Crescent Mills Cemetery | \$ - | 1.0343 | \$ - | |
| Cromberg Cemetery | \$ - | 1.0343 | \$ - | |
| Greenville Cemetery | \$ - | 1.0343 | \$ - | |
| Meadow Valley Cemetery | \$ - | 1.0343 | \$ - | |
| Mohawk Valley Cemetery | \$ - | 1.0343 | \$ - | |
| Portola Cemetery | \$ - | 1.0343 | \$ - | |
| Quincy Cemetery | \$ 352,926 | 1.0343 | \$ 365,031 | |
| Taylorsville Cemetery | \$ - | 1.0343 | \$ - | |
| Central Plumas Rec. | \$ 997,957 | 1.0343 | \$ 1,032,187 | |
| Johnsville PU | \$ 137,828 | 1.0343 | \$ 142,556 | |
| Graeagle CSD | \$ 29,913 | 1.0343 | \$ 30,939 | |
| Greenville CSD | \$ 623,343 | 1.0343 | \$ 644,724 | |
| IV Soil Conser. | \$ - | 1.0343 | \$ - | |
| La Porte Cemetery | \$ - | 1.0343 | \$ - | |
| Air Pollution Control | \$ - | 1.0343 | \$ - | |
| CSA #12 | \$ - | 1.0343 | \$ - | |
| Sierra Valley Ground Water | \$ - | 1.0343 | \$ - | |
| Feather River Canyon CSD | \$ - | 1.0343 | \$ - | |
| Totals | \$ 40,208,733 | | \$ 41,587,893 | |

Plumas County

Prop 4 Spending Limit-Revision
FY 2018/19

Growth Factor:

Per Capita Personal Income

| | |
|------------------------|--------|
| Change from Prior Year | 1.0367 |
|------------------------|--------|

X

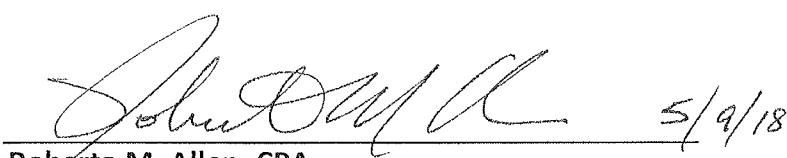
Population Growth from

| | |
|-------------------|--------|
| 01/01/17-01/01/18 | 0.9977 |
|-------------------|--------|

| | |
|--------------------------|--------|
| Growth Factor FY 2018/19 | 1.0343 |
|--------------------------|--------|

FY 2017/18 Prop 4 Spending Limit \$ 33,927,975

FY 2018/19 Prop 4 Spending Limit \$ 35,091,705


Roberta M. Allen, CPA
Auditor / Controller

Quincy Lighting

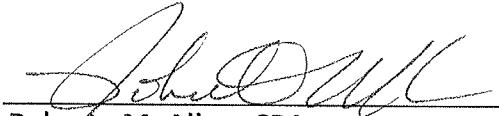
Prop 4 Spending Limit-Revision
FY 2018/19

Growth Factor:

| | |
|----------------------------|--------|
| Per Capita Personal Income | |
| Change from Prior Year | 1.0367 |
| X | |
| Population Growth from | |
| 01/01/17-01/01/18 | 0.9977 |
| Growth Factor FY 2018/19 | 1.0343 |

FY 2017/18 Prop 4 Spending Limit \$ 127,176

FY 2018/19 Prop 4 Spending Limit \$ 131,538



Roberta M. Allen, CPA
Auditor / Controller

5/9/18

CSA #11

Prop 4 Spending Limit-Revision
FY 2018/19

Growth Factor:

Per Capita Personal Income

| | |
|------------------------|--------|
| Change from Prior Year | 1.0367 |
|------------------------|--------|

X

Population Growth from

| | |
|-------------------|--------|
| 01/01/17-01/01/18 | 0.9977 |
|-------------------|--------|

| | |
|--------------------------|--------|
| Growth Factor FY 2018/19 | 1.0343 |
|--------------------------|--------|

FY 2017/18 Prop 4 Spending Limit \$ 68,651

FY 2018/19 Prop 4 Spending Limit \$ 71,006



Roberta M. Allen, CPA

5/9/18

Auditor / Controller

Beckwourth CSA

Prop 4 Spending Limit-Revision
FY 2018/19

Growth Factor:

Per Capita Personal Income

| | |
|------------------------|--------|
| Change from Prior Year | 1.0367 |
|------------------------|--------|

X

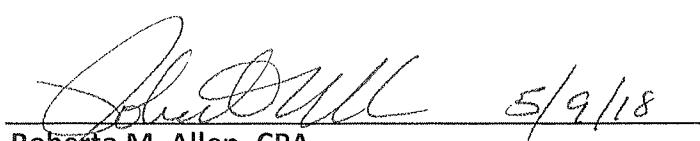
Population Growth from

| | |
|-------------------|--------|
| 01/01/17-01/01/18 | 0.9977 |
|-------------------|--------|

| | |
|--------------------------|--------|
| Growth Factor FY 2018/19 | 1.0343 |
|--------------------------|--------|

FY 2017/18 Prop 4 Spending Limit \$ 19,771

FY 2018/19 Prop 4 Spending Limit \$ 20,449



Roberta M. Allen, CPA
Auditor / Controller



Office of the Sheriff

Office of Emergency Services

IF

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: May 29, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood A handwritten signature in black ink, appearing to read "Greg Hagwood".
RE: Agenda Items for the meeting of June 12, 2018

It is recommended that the Board:

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit B - FY 2018 Controlled Substance Annual Operating and Financial Plan - Plumas and Lassen National Forests in the amount of \$16,000.

Background and Discussion:

The Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Department and the U.S. Department of Agriculture, Forest Service, Plumas National Forest #: 16-LE-11051360-023 is effective through September 30, 2020, at which time it will expire unless renewed. The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit B will be in effect from October 1, 2017 through September 30, 2018. Exhibit B is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for controlled substance operations on National Forest System lands (Exhibit B). The USFS reimburses the Sheriff's Office for controlled substance operations performed under the agreement on National Forest System lands.

Agreement has been approved as to form by County Counsel.

ORIGINAL

USDA, Forest Service

OMB 0596-0217
FS-1500-8AFS Agreement No. 16-LE-11051360-023

Cooperator Agreement No.

Modification No.

008

EXHIBIT B**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

Between The
**COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF
CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE**
 And the
**USDA, FOREST SERVICE
PLUMAS AND LASSEN NATIONAL FORESTS**

2018 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Plumas, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter referred to as "PCS," and the USDA, Forest Service, Plumas and Lassen National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11051360-023 executed on January 5, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2017 and ending September 30, 2018.

Prior Year Carryover: \$0.00**Current Year FY-2018 Obligation: \$16,000****FY 2018 Total Annual Operating Plan: \$16,000****I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|--|---|
| Greg Hagwood, Sheriff Plumas County 1400 East Main Street Quincy, CA 95971-9402 Phone: 530-283-6300 FAX: 530-283-6344 E-mail: ghagwood@pcso.net | Roni Towery Plumas County Sheriff Department 1400 East Main Street Quincy, CA 95971-9402 Phone: 530-283-6375 FAX: 530-283-6344 E-mail: roni@pcso.net |

**Cooperator Alternate Contact**

Steve Peay, Detective
Plumas County Sheriff's Office
1400 Main Street
Quincy, CA 95971-9402
Phone: 530-283-6363
FAX: 530-283-6344
E-mail: speay@pcso.net

Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|--|---|
| Darren Dicharry, Special Agent Plumas National Forest 2741 Cramer Lane Chico, CA 95928 Phone: 530-227-2966 E-mail: mdicharry@fs.fed.us | Megan Pleva, Program Support Assistant, Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 Office: 707-562-8720 FAX: 707-562-9031 E-mail: mpleva@fs.fed.us |
| U.S. Forest Service Program Coordinator Contact | U.S. Forest Service Grants and Agreement Contact |
| Peter Jordan Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 Office: 707-562-8662 FAX: 707-562-9031 E-mail: pjordan@fs.fed.us | Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Office: 707-568-8782 FAX: 707-562-9144 Email: gbordash@fs.fed.us |

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- K of Agreement No. 16-LE-11051360-023, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The U.S. Forest Service agrees:

1. To reimburse PCS for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;



- a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
- b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse PCS for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest System lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse PCS for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: PCS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse PCS for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. PCS agrees:

1. Within its capability, to perform the following activities on National Forest System lands:



- a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
- b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
- c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.

2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and PCS mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to PCS under this agreement;

| | |
|----------------------------|---|
| Salary (base) | \$47.00 per hour, |
| Reserves Salary (base) | \$25.00 per hour, |
| Salary (Overtime) | \$ base + ½ per hour, |
| Per diem costs | \$42/M&IE + \$60/Lodging, |
| Travel (mileage and fares) | \$0.535 (4WD & 0.36 (2WD per mile, |
| Helicopter flight time | Actual documented costs, |
| Supplies or equipment | Actual documented costs |

2. The total expenditures of PCS that may be reimbursed may not exceed.... **\$16,000.** The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

PCS will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.



a. Mail copies of itemized billing statements (Attachment A) to:

Megan Pleva, Program Support Assistant
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592-1110

Send photo copy to:
Darren Dicharry, Special Agent
Plumas National Forest
2741 Cramer Lane
Chico, CA 95928

b. **Send hard copy invoices to:**

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC_GA@fs.fed.us

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2018 in order to receive payment.

d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

Job Code: NFLE5118 1360 \$16,000



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

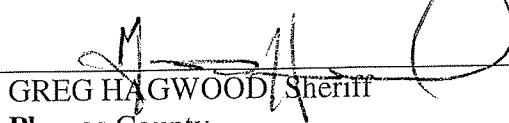
Approved as to form:

5/22/18


Gretchen Stuhr
Deputy Plumas County Counsel

5/29/18

Date


GREG HAGWOOD Sheriff
Plumas County

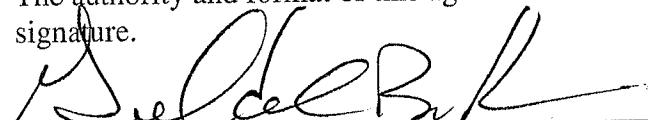
Chairperson, Board of Supervisors
Plumas County

Date

DON HOANG, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement has been reviewed and approved for signature.


GERALDINE C. BORDASH
U.S. Forest Service, Grants Management Specialist

02/26/2015

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



2

PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

1834 East Main Street, Quincy, CA 95971

Telephone: (530) 283-6268

CONSENT AGENDA REQUEST

For the June 12, 2018 meeting of the Plumas County Board of Supervisors

June 4, 2018

To: Honorable Board of Supervisors

From: *FOR:* Robert A. Perreault, Jr., Manager

Subject: Contract for Site Fencing Services at Lake Davis Water Treatment Plant

*John Mannle
JOHN MANNLE
ASST. DIRECTOR*

Background:

After completion of the Lake Davis Water Treatment Plant, The Plumas County Flood Control & Water Conservation District retained ownership of the water treatment plant, with the intention of transferring this to the City of Portola. Two capital improvements are needed prior to turning over the operation to the City which includes site paving and perimeter fencing. The site paving was completed on May 29, 2018.

The Plumas County Flood Control & Conservation District requested bids for site fencing to complete the perimeter site fencing.

On May 21, 2018, Flood Control received six (6) submittals in response to its request for bids. The bids received ranged from \$34,000 to \$84,232, with Bill's Quality Fencing out of Oroville with the lowest bid.

The services agreement for Bill's Quality Fencing is not-to-exceed amount of \$34,000 and is in accordance with Plumas County Purchasing Policy. The draft services agreement is in a form acceptable to County Counsel and its terms and conditions are acceptable to the Consultant.

A complete copy of the proposed services agreement, including all exhibits, has been filed with the Clerk for the Board of Supervisors, and is available for public review upon request.

The services agreement is also attached for reference by the Board of Supervisors.

Contract for Site Fencing Services at Lake Davis Water Treatment Plant

June 4, 2018

Page 2

Plumas County and City of Portola have agreed to split the cost of fencing and paving. The Flood Control & Conservation District will administer the construction contract including payment for fencing contract. When site fencing is completed, City of Portola will be invoiced for their half of Lake Davis Water Treatment Plant site fencing and paving cost.

Recommendation:

The Manager of Flood Control & Conservation District respectfully recommends that the Board of Supervisors authorize the Manager and the Chair of the Board of Supervisors to execute the Services agreement with Bill's Quality Fencing, copy attached.

Attachment: Lake Davis Water Treatment Plant Site Fencing Services Agreement with Bill's Quality Fencing

Project Agreement

This Agreement is made by and between the Plumas County Flood Control and Water Conservation District, a political subdivision of the State of California (hereinafter referred to as "District"), and **William H. Ulrey, a sole proprietor doing business as "Bill's Quality Fencing"** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide District with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. District shall pay Contractor for the Work in the manner set forth in Exhibit A, attached hereto. The total amount paid by District to Contractor under this Agreement shall not exceed Thirty-Four Thousand Dollars and 00/100 (\$34,000.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than July 31, 2018, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By District for Cause. District may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, District, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If District terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from District other than for the value of the services and materials previously provided to District under this Agreement.
 - b. District's Remedies. Upon terminating this Agreement for cause, District may, without prejudice to any other rights or remedies held by District under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method District deems appropriate. If District's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to District. This obligation for payment shall survive the termination of this Agreement.

- c. By District for Convenience. District may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, District shall pay Contractor the value of the services and materials previously provided to District under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If District fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to District, terminate this Agreement. Upon such termination, District shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. District's Right to Stop and Correct Work. District may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by District in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from District to do so, District may, without prejudice to any other rights or remedies held by District under this Agreement or applicable law, correct the Work by what whatever reasonable method District deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to District the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom District has made a timely and reasonable objection.

7. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform. The above notwithstanding, District shall provide all labor, materials and equipment necessary to provide traffic control necessary for proper execution and completion of the Work, and all labor, materials and equipment necessary to provide clean-up of debris associated with the Work, as stated in Section 14, at no cost to Contractor.

8. Warranty. Contractor warrants to District that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of

this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, District may correct the Work, and Contractor shall pay the cost of such correction to District within fifteen (15) days of Contractor's receipt of District's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Licenses and Permits. Contractor represents and warrants to District that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and District.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste material.
15. Changes in the Work. District, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount under Section 2 and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of District and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.
18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), District shall not be liable for, and Contractor shall defend and indemnify District and its officers, agents, employees and volunteers (collectively 'District Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to

the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of District Parties. However, Contractor shall have no obligation to defend or indemnify District Parties against claims caused by the active negligence, sole negligence or willful misconduct of District Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the District, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "District") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the District, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the District, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the District, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the District, its officers, officials, employees, representatives and agents shall be in excess of the

Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the District before the District's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to District that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C-13 Fencing Contractor, issued by the State of California.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of District, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, District. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in District. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of District.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of District and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by District, District may immediately terminate this Agreement by giving written notice to Contractor.

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

District:

Plumas County Flood Control & Conservation District
1834 East Main Street
Quincy, CA 95971
(530) 283-6268
Attention: Robert A. Perreault Jr., P.E., Manager

Contractor:

Bill's Quality Fencing
93 Lost Horizon Drive
Oroville, CA 95966
530-403-3304

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of District or as part of any audit of District for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to District or to the State Auditor upon the request of either the State Auditor or District.
40. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, District shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, District shall have the option to either cancel this Agreement with no further liability incurring to District, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

CONTRACTOR:

Bill's Quality Fencing, a Sole Proprietorship

By: _____

Name: William Ulrey, Owner

Title:

Date signed:

CSLB License No. 789467

DISTRICT:

Plumas County Flood Control & Conservation District, a political subdivision of the State of California

By: _____

Robert A. Perreault Jr., P. E.
Manager

Approved as to form:
Plumas County Counsel

By: _____

R. Craig Settemire
County Counsel

6/9/02

Concurrence:

By: _____

Jeff Engle
Chair, Board of Supervisors

EXHIBIT A

_____ DISTRICT INITIALS

CONTRACTOR INITIALS _____

Scope of Work, Cost and Schedule

1. See attached proposal, incorporated herein by reference, for scope of work, budget, and project schedule.
2. Contractor shall be paid in accordance with the attached proposal, following submission of invoice pursuant to the terms below.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the District to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to contractor for performance of the Work except as expressly stated in this Agreement.
4. Notwithstanding anything to the contrary in this Agreement, District shall make a single payment for all Work performed by Contractor following (i) completion of the Work by contractor, (ii) satisfaction of Paragraph 6 of this Exhibit A, and (iii) invoice by Contractor to District. If Paragraph 6 of this Exhibit A has been satisfied, then the District shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of District's receipt of Contractor's invoice.
5. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the District, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
6. The District shall not have any responsibility to make payments to any subcontractor or supplier.
7. Any payment to Contractor or any partial or entire use or occupancy of the Work by the District shall not constitute acceptance or Work not in accordance with the requirements of this agreement.
8. Upon notice from Contractor that the Work is complete, the District will inspect the Work. When (i) the District determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the District data or documentation establishing payment of satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the District a release and waiver of any claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the District.
9. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

BID SHEET

(Revised May 8, 2018)

Provide bid cost for perimeter chain link fencing and gates installed at Lake Davis Water Treatment Plant. Cost should include all labor, equipment costs, fees, services and all applicable taxes.

The Plumas County Board of Supervisors reserves the right to reject any and all bids.

To evaluate your proposal capabilities, please furnish a total cost:

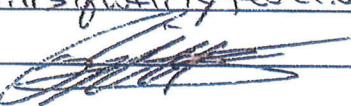
| Description | Bid Amount (numerical) | Bid Amount (words) |
|--|---------------------------|-----------------------|
| 1086 linear feet of fencing installed (tax included) | \$ 30,000 | Thirty thousand |
| Double 12 foot swing gate installed (tax included) | \$ 2,000 | Two thousand |
| Two - 10 foot wide gates installed (tax included) | \$ 2,000 | Two thousand |
| Total fencing and gates | \$ 34,000 | Thirty four thousand |

Along with the bid sheet, please provide the following as Attachments or Enclosures to this Bid Sheet:

- A proposed work schedule including working days

CAN START ON July 9, END on July 20..?

Name & Address of BIDDER (please print):

Name: Bill's Quality Fencing Title: OWNER
Address: 93 Lost Horizon Dr. Oroville CA. 95966
Phone: (530) 403-3304 Cell Phone: 403-3304
Email: bill'squalityfencing@yahoo.com
Signature: 
Date: May 16, 2018

ADDENDA #1

This Proposal is submitted with respect to the changes to the contract included in the addenda number/s

#1

(Fill in addenda numbers if addenda have been received)



Office of the Sheriff

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

3A

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: **June 4, 2018**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Gregory Hagwood**

RE: **Agenda Item for the meeting of June 12, 2018**

Recommended Action:

Review and authorize the Board Chair and Sheriff to sign a contract extension for PTS Solutions.

Background and Discussion:

In February 2006 the Sheriff's Office contract with PTS Solutions for software systems that include Computer Aided Dispatch, Records Management and Jail Management modules. The initial contract was for a five year period. In 2013 the contract was amended for another five year term.

This contact addendum is for a second five year term, ending in 2023.

The addendum has been approved as to form by County Council's Office.

Due to the length of this contract a copy is on file with the Clerk of the Board for review.

Annual Maintenance Agreement Addendum

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions to the Agreement that are outlined below. These additions shall be made valid as if they are included in the original stated contract. In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.

The parties to this Annual Maintenance Agreement Addendum are PTS Solutions, Inc. ("PTS") and Plumas County Sheriff's Office ("Client"). The terms and conditions of this Annual Maintenance Agreement Addendum are effective as of the 1st day of June, 2018 through the 30th day of May, 2023. The Annual Maintenance Agreement Addendum will automatically renew on that day unless canceled as provided herein.

Client's maintenance cost, for the five-year term of this Agreement, is **\$183,809.55**, or **\$36,761.91** per year, covering CAD, Records Management, Detective Case Management, Jail Management, Web Jail, and SQL. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

The parties mutually acknowledge the potential necessity for on-site services to be performed by PTS to take place at Client's site while this Agreement is in effect. In the event on-site services are necessary and requested by Client, Client's maintenance cost shall not exceed \$60,000 per twelve (12) month period during the effective time of this Agreement.

It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, Client shall have no liability to pay any further funds whatsoever to PTS or furnish any other consideration under this Agreement and PTS shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, Client shall have the option to either cancel this Agreement with no further liability incurring to Client or offer an amendment to PTS to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. PTS acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.

To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement Addendum within thirty (30) days of invoice date.

While the Annual Maintenance Agreement Addendum is maintained in good standing, PTS will provide Client with the following services:

- **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
- **ScreenConnect remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via a ScreenConnect App. PTS provides the ScreenConnect App at no cost to Client. ScreenConnect can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems.
- **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.

Client acknowledges that the following services are **not** included in the Annual Maintenance Agreement Addendum and are subject to separate billing when utilized by Client:

- Services that require on-site trainers, programmers, or technicians;
- Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products;
- Hardware purchased through PTS is supported by the hardware manufacturer's original warranty;
- PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000 or 2005, or any product that is not supported by the original manufacturer; and
- Offsite data backups

The Parties agree that, if the Annual Maintenance Agreement Addendum is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.

In the event Client elects to cancel the Annual Maintenance Agreement Addendum, Client shall provide PTS 30 days written notice. Client acknowledges that sums paid under the Annual Maintenance Agreement Addendum are not subject to refund in the event of cancellation.

As of the effective date of this Annual Maintenance Agreement Addendum, the cost of the Annual Maintenance Agreement Addendum is priced at 18% of the retail (non-discounted) price of applicable software modules and/or other products. Client acknowledges that this price is subject to change by PTS as detailed herein, but the annual rate shall not increase by more than 2% each year.

The cost of the Annual Maintenance Agreement Addendum may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement Addendum will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein *in extenso*.

The cost of the Annual Maintenance Agreement Addendum may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI).

PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement Addendum. In the event of a cost change in the Annual Maintenance Agreement Addendum not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change.

Notwithstanding anything to the contrary in the Agreement or this Addendum, PTS agrees that Client's compliance with the California Public Records Act shall not constitute a breach of the Agreement or this Addendum.

PTS agrees to maintain the following insurance coverage throughout the term of the Agreement:

- a. General liability coverage with a per minimum per occurrence limit of one million (\$1,000,000) dollars;
- b. Automobile liability coverage (including non-owned automobiles) with a combined single limit of one million (\$1,000,000) dollars; and
- c. Worker's Compensation insurance in accordance with applicable state law.

If requested by Client in writing, PTS shall furnish a certificate of insurance satisfactory to Client as evidence that the insurance required above is being maintained. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the police provisions. Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All general liability and automobile liability insurance policies shall be endorsed to name Client, its officers, officials, employees, representatives and agents as additional insureds; however, Client acknowledges and agrees that all such insurance shall strictly be limited to and only applicable for claims associated with the Agreement and this Addendum. For claims associated with the Agreement and this Addendum, PTS' general liability and automobile liability insurance shall be primary insurance as respects Client, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by Client, its officers, officials, employees, representatives and agents shall be in excess of PTS' insurance and shall not contribute with it. PTS shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

The laws of the State of California shall govern the Agreement and this Addendum.

PTS Solutions, Inc.

PTS Solutions, Inc.

Dave Fuqua, President

Print Name

Date

Plumas County, CA Sheriff's Office

Greg Hagwood, Sheriff

Print Name

Date

Staci Parrie, Vice President of Sales and Marketing

Print Name

Date

County of Plumas, California

Chairman, Board of Supervisors

Print Name

Date

Approved as to form:

 Deputy 5/31/18
COUNTY COUNSEL

Page 4 of 4

3B

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING SECTION 2-5.204 OF CHAPTER 5 OF TITLE 2
OF PLUMAS COUNTY CODE
(SALARY: DISTRICT ATTORNEY / PUBLIC ADMINISTRATOR)**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.204 District Attorney/Public Administrator

The annual salary of the District Attorney-Public Administrator shall be One Hundred Thousand Seven Hundred Thirty-One and 96/100ths Dollars (\$100,731.96).

SECTION 2. Operative date: Effective date: Publication: Codification

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Section 1 of this Ordinance shall be codified; the remainder shall not be codified.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 5th day of June, 2018 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 12th day of June, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Engel, Chair of the Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk of the Board

BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



May 31, 2018

Mr. Greg Osborne
Mooretown Forestry
1 Alverda Drive
Oroville, CA 95933

Dear Greg,

I am writing to register support for the Cal Fire grant application submitted for the Feather River Fire Protection and Forest Health Project. This project has outlined a solid plan that contains a keen focus on the thinning and removal of fuels in the forested regions of northern California; something that is crucial to enhance the protection of both life and property.

The wind-driven wildfires of 2017 were largely fueled by unmanaged growth of dry vegetation found throughout the forest floors of the Sierra Nevada foothills. These dangerous conditions still exist in those areas spared by the devastation, so they remain at very high risk. The California Forest Carbon Plan (2017) notes current efforts to reduce the amounts of fuel, thin overly dense forests and use prescribed and managed fire are not enough to restore forest health, prevent extreme fires and meet California's greenhouse gas reduction targets.

The grant application put forward for the Feather River Fire Protection and Forest Health Project is a smart approach that would appropriately bolster five past projects that were only partially implemented due to limited funding, and two other projects that will have NEPA compliance in 2018. Bringing these projects together creates a significant landscape-scale forest health project that includes 10,267 acres of treatment.

If funded, this project would greatly reduce wildfire threats to the State Responsibility Areas within the Wildland Urban Interface surrounding Forbestown, Sharon Valley, Challenge, Clipper Mills, and La Porte.

For all of these reasons, I wholeheartedly endorse the Feather River Fire Protection and Forest Health Project grant application. The benefits to the counties of Yuba, Plumas, Sierra, and Butte would be significant, helping us make great strides to keep our foothills beautiful and our residents safer.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Engel".

Jeff Engel, Chair
Plumas County Board of Supervisors

EMPLOYMENT AGREEMENT

4B

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and TONY HOBSON, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Behavioral Health Director.

The parties agree as follows:

1. SERVICES PROVIDED

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

2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Behavioral Health Director, effective June 12, 2018 and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least ninety (90) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 90-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following: (1) CONTRACT EMPLOYEE'S salary at the time of termination, and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option severance may be paid in one payment.

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

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

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

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at on bi-weekly basis, in the same manner as appointed department heads. Effective beginning June 12, 2018, CONTRACT EMPLOYEE shall be paid an initial base annual salary rate of One Hundred Twenty-Eight Thousand and 00/100 dollars (\$128,000.00). Subject to satisfactory performance evaluation, the base annual salary shall increase to the sum of One Hundred Thirty-One Thousand Five Hundred and 00/100 dollars (\$131,500.00) after six (6) months of service. Subject to satisfactory performance evaluation, the base annual salary shall increase to the sum of One Hundred Thirty Five Thousand and 00/100 dollars (\$135,000.00) after one (1) year of service.

Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Behavioral Health Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

During the first two (2) years of employment, the Board of Supervisors shall conduct performance evaluations of the CONTRACT EMPLOYEE at six (6) months, twelve (12) months and twenty-four (24) months. Thereafter, the Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Forty (40) hours of sick leave credited upon hire. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 - 7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law, otherwise, 2% at 62 if a PEPRA member.
- d. Forty (40) hours of administrative leave per year.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.
- h. Moving Expense Reimbursement: Upon presentation of receipts acceptable to the Auditor's Office, COUNTY will reimburse CONTRACT EMPLOYEE for his actual moving expenses incurred to relocate his personal residence from Paradise, California to Plumas County in an amount not to exceed the sum of Two Thousand and No/100 dollars (\$2,000.00). Should CONTRACT EMPLOYEE leave employment within one (1) year from CONTRACT EMPLOYEE's starting date, he will immediately repay to COUNTY the full amount of the moving expense reimbursement. Should CONTRACT EMPLOYEE leave employment within two (2) years from CONTRACT EMPLOYEE's starting date, he shall immediately repay to COUNTY fifty percent (50%) of such moving expense reimbursement paid to CONTRACT EMPLOYEE.

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

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

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 90-day notice period specified in section 3 of this agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

14. RIGHT TO CONSULT WITH COUNSEL

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

15. INTERPRETATION OF AGREEMENT

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

16. NOTICES

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

17. INDEMNIFICATION

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

18. REPORTING

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

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

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

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

20. **EFFECTIVE DATE**

This Agreement shall be effective on June 12, 2018, (the "Effective Date") if approved by both parties.

21. **SIGNATURES**

COUNTY:

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

By _____
Jeff Engel, Chair
Plumas County Board of Supervisors

Dated: _____

CONTRACT EMPLOYEE:

TONY HOBSON
"Contract Employee"

Dated: _____

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

Dated: _____

Exhibit A

PLUMAS COUNTY

Approved: 5/2015

BEHAVIORAL HEALTH DIRECTOR

DEFINITION

Under direction of the Board of Supervisors, plan, organize, direct, manage, and supervise County of Plumas Behavioral Health programs; direct and supervise staff providing mental health and drug and alcohol services; represent Department activities, programs and services with community organizations and other government agencies; oversee clinical, financial and administrative aspects of Department operations; oversee the development of evidence based clinical services and quality assurance systems; and, perform special assignments and related work as required.

DISTINGUISHING CHARACTERISTICS

This is an "at will" Department Head position that is appointed by and serves at the pleasure of the Board of Supervisors. The incumbent shall have general responsibility for the administration of mental health and alcohol and drug programs and services under the direction of the Board of Supervisors. In this role, the Behavioral Health Director shall be responsible for the direct delivery or brokerage of behavioral health crisis intervention services, individual or group therapeutic or other treatment services, case management, medication and nursing support services, psychiatric hospitalization and sober living or other residential care services.

REPORTS TO

Board of Supervisors or through a County Administrative Officer, if applicable.

CLASSIFICATIONS DIRECTLY SUPERVISED

Mental Health Program Chief, Mental Health Program Chief – Nursing, Behavioral Health or Mental Health Therapist III, Department Fiscal Officer I or II, and the Quality Assurance Coordinator, and other positions/classifications as needed.

BEHAVIORAL HEALTH DIRECTOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the County's mental health and drug and alcohol programs, activities and services.
- Develops and recommends Department goals, objectives and policies.
- Prepares or participates in the preparation of Department budgets to be approved by the Board of Supervisors, and oversees appropriate administration of the approved budget for Department services and operations.
- Provide organizational supervision and direction to clinical director(s).
- Ensures appropriate training of Department staff in accordance with County Personnel Rules, and in accordance with current standards of behavioral health practice and professional licensure as appropriate.
- Directs and reviews grant and contract preparation, grant and contract management, and compliance with reporting and fiscal management requirements.
- Oversees Department program planning, service design and evaluation.
- Directs the collection of statistical or fiscal information, electronic medical records, and other data as needed to evaluate and monitor performance of Departmental programs and services, and prepares reports.
- Develops and implements new behavioral health programs to meet the needs of Plumas County residents as resources allow, or retools existing programs to meet current needs.
- Represents the Department with community organizations, health providers and other governmental jurisdictions. Participates with other County Department Heads including the Public Health and Social Services Directors to promote the development and coordination of health and human services. Serves as a member of the Community Corrections Partnership if directed by the Board.
- Serves as Mental Health Director and the County Alcohol and Drug Administrator as directed by the Board of Supervisors.
- Appropriately manages the most sensitive public complaints and issues, represents the Department in public settings, and serves as the primary Department spokesperson.
- Selects, assigns, directs and evaluates the performance of subordinate management and supervisory personnel, participates in determining qualifications, skills and training needs for multidisciplinary program staff.
- Oversees the development, negotiation and monitoring of contracted services and resources.
- Serves as the primary liaison of the Behavioral Health Department to the Mental Health Commission, and ensures ongoing support, data and information as requested by the Commission.
- Serves as the primary representative of the Behavioral Health Department with the California Department of Health Care Services, managed care organizations, and other state or federal agencies as needed.

BEHAVIORAL HEALTH DIRECTOR - 3

EXAMPLES OF DUTIES - Continued

- Analyzes new or proposed legislation and directives; interprets and disseminates County, State and federal policy and regulations pertaining to behavioral health services, and monitors implementation and compliance.
- Coordinates and participates in a variety of staff and departmental meetings to ensure quality care and service delivery, including utilization review. Ensures Department compliance with all federal and state requirements for documentation and billing.
- Performs special assignments as directed.

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, and copiers.

TYPICAL WORKING CONDITIONS

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

KNOWLEDGE OF

- Behavioral health problems and issues and their relationship to the development and delivery of behavioral health services.
- Methods, principles and practices of developing, implementing, coordinating and administering behavioral health services.
- Principles and practices of evaluation of effective and evidenced-based mental health and alcohol and drug use treatment programs and services.
- Federal, State, and County laws and regulations applicable to mental health and substance use programs, and the relationship of federal and State programs to local government services and programming.
- Principles and practices of fiscal management and budget administration necessary to oversee the development of sound budget requests and establish internal monitoring and control systems.
- Effective personnel management practices including techniques of selecting, supervising, training and evaluating the performance of multidisciplinary clinical, peer and administrative staff in a governmental setting.
- The application and effectiveness of a variety of behavioral health treatment modalities utilized in a comprehensive community-based prevention and treatment system.

BEHAVIORAL HEALTH DIRECTOR - 4

KNOWLEDGE OF - Continued

- Requirements, administrative techniques and record keeping necessary for securing, maintaining and effective oversight of grant or contract funded programs.
- General functions of the Behavioral Health Division of the California Department of Health Care Services.
- Community organization and development.

ABILITY TO

- Plan, organize, supervise and administer the programs and services of the County Behavioral Health Department.
- Establish and maintain collaborative working relationships with community members and organizations, and continually develop the capacity of community based providers to develop and provide behavioral health services.
- Develop, negotiate and monitor contracts.
- Provide vision and direction, training, supervision, and evaluate the performance of multidisciplinary management, supervisory and other appropriate staff and resolve employee problems.
- Ensure appropriate clinical supervision and direction for licensed and/or certified personnel.
- Develop and administer Departmental budgets, control expenditures and actively seek reimbursements and other revenue to support Department services and operations.
- Oversee the development and administration of grant-funded programming when appropriate.
- Determine the need and priority of behavioral health programming, recommend allocation of resources and participate in short and long term budget planning and preparation.
- Establish and maintain cooperative working relationships with State and federal agency representatives, community representatives and staff.
- Develop and maintain systems to compile health data or outcomes, provide statistical analysis, and prepare or direct the preparation of clear and concise reports.
- Interpret complex federal, State and County codes, laws and regulations and implement systems to assure compliance.
- Effectively represent the Behavioral Health Department in contacts with the public, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Speak and write clearly and concisely.

BEHAVIORAL HEALTH DIRECTOR - 5

TRAINING AND EXPERIENCE

Any combination of training and experience that would likely provide the required knowledge and abilities. Some options are:

Option I: A physician and surgeon licensed by the State of California who has three years of graduate training in psychiatry and an additional two years of training or practice in the field of psychiatry, of which one year shall have been in an administrative capacity.

Option II: A psychologist licensed by the State of California who possesses a doctorate degree in Psychology from an institution of higher education and has three years of experience in clinical psychology, of which two years shall have been in an administrative capacity.

OPTION III: A clinical social worker licensed by the State of California who possesses a master's degree in social work and has five years of experience in mental health, of which two years shall have been in an administrative capacity.

OPTION IV: A marriage, family and child counselor who possesses a master's degree in an approved behavior science course of study, and who is a licensed marriage, family and child counselor in the State of California. In addition, the marriage, family and child counselor shall possess five years of mental health experience, two years of which shall have been in an administrative capacity.

OPTION V: A nurse who possesses a Master's degree in psychiatric or public health nursing and is licensed as a registered nurse by the Board of Registered Nursing in the State of California, and has five years of mental health experience, two of which shall have been in an administrative capacity.

Option VI: An administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university or a related field, and who shall have at least three years experience in hospital or health care administration, two of which shall have been in the mental health and substance use field. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis.

SPECIAL REQUIREMENTS

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

EMPLOYMENT AGREEMENT

4c

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and KEVIN CORREIRA, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY of Plumas in the capacity of Director of Facility Services.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Director of Facility Services, and other duties as may be assigned. A copy of the Plumas County Director of Facility Service's job description is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrator (CA), or in the absence of the CA, the Chairperson of the Board of Supervisors, of any outside employment. Location of principle place of work is the Plumas County Facilities Services located in Quincy, California.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Director of Facility Services, effective June 12, 2018, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

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

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

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

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

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

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

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning June 12, 2018, CONTRACT EMPLOYEE shall be paid at the annual salary rate of Eighty One Thousand Nine Hundred Eighty-Four and No/100 Dollars (\$81,984.00) per year (or \$6,832.00 per month). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Department of Facility Services. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct a six (6) month review from effective date and annual performance evaluations thereafter of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

6. BENEFITS

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

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

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

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

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

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

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal

counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

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

16. NOTICES

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

17. INDEMNIFICATION

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

18. REPORTING

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

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

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

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

20. EFFECTIVE DATE

This Agreement shall be effective on June 12, 2018, (the “Effective Date”) if approved by both parties.

21. SIGNATURES

COUNTY:

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

By _____
Jeff Engel, Chair
Plumas County Board of Supervisors

Dated: _____

CONTRACT EMPLOYEE:

KEVIN CORREIRA
“Contract Employee”

Dated: _____

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

Dated: _____

Exhibit A

PLUMAS COUNTY

APPROVED: 03/2018

DIRECTOR OF FACILITY SERVICES

DEFINITION

Under administrative direction, plan, organize, direct and manage the County's building and grounds maintenance functions for County facilities and Airports; plan, organize and direct the activities of facility services; to provide professional and technical staff assistance as it pertains to facilities planning; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

This is a department director position with responsibility for policy development; capital improvement programs planning, oversees and directs the functions and activities of the Plumas County Facility Services department; Airports maintenance and management of three (3) General Aviation Airports including logistic and fuel support for USFS Air Attack Base and Rogers Field Airport. This position has the responsibility for directing, coordinating, training and supervising the work of department staff from ground maintenance and snow removal to advanced building controls, mechanical equipment maintenance, installation, new construction and asset management. The Director is responsible for preparing and administering the department's budget and is responsible for the upkeep and maintenance for 25 or more County facilities located throughout Plumas County.

REPORTS TO

Board of Supervisors through the County Administrative Officer

CLASSIFICATIONS DIRECTLY SUPERVISED

Building & Grounds Maintenance Supervisor I/II, Department Fiscal Officer, Building & Grounds Maintenance Technician, Building & Grounds Maintenance Worker I/II and Airport Managers.

Last Revised 11/2007

DIRECTOR OF FACILITY SERVICES - 2

EXAMPLES OF DUTIES

- Responsible for three (3) General Aviation Airports maintenance and management, inspects and determines necessary work for optimal maintenance.
- Manages the County Airports including lease management and fuel delivery systems, including ordering and quality control of aviation fuel and fuel inventory.
- Responsible for maintenance and repairs, including painting and roof repairs of County facilities comprised of Courthouse and Annex offices, libraries, correctional facility, Sheriff's Office, three (3) County parks, parking lots, sidewalks, four ball fields, one campground, four (4) memorial/town halls, and determines work needed to maintain facilities.
- Formulates systematic programs for preventive maintenance.
- Determines the need for contract projects following County policies and procedures for Request for Proposal (RFP) and contracts negotiations.
- Determines equipment and materials needed for Facility Service operations.
- Develops and maintains department inventories of equipment and supplies.
- May organize and assists with moves and relocations of County offices.
- Ensures that work completed by assigned staff conforms to established work standards.
- Hires, supervises, evaluate employee performance in accordance with County Personnel Rules, EEO, and State and federal labor laws.
- Identifies and coordinates appropriate training for department staff according to Personnel policies and other applicable labor laws.
- Prepares and administers department budget cost allocations following audit and accounting principles.
- Confers with department heads and elected officials for facilities planning and operational problems.

TYPICAL PHYSICAL REQUIREMENTS

Lift and move objects up to 25 pounds; climb ladders and stairs; sit for extended periods; frequently walk, stand, crouch, stoop, kneel or bend; normal manual dexterity and eye-hand coordination; corrected hearing to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and out door environments; some exposure to controlled and hazardous substances, Aviation fuel, pesticides, herbicides, and chemicals; some exposure to dust;

Last Revised 11/2007

work is performed in varying temperatures and humidity; continuous contact with staff and public.

DIRECTOR OF FACILITY SERVICES – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and practices of capital project planning and development, and real property acquisition and development.
- Principles and practices of project management, capital finance, contract administration and negotiation, following County policies.
- Applicable provisions of building, electrical and plumbing codes.
- Principles and practices of policy development and implementation.
- Working knowledge of local, State, and federal laws, rules, and regulations.
- Safe work practices.
- Methods of supervision, training, and personnel management.
- Budgeting procedures and techniques.
- Federal and State Safety Regulations (CAL-OSHA).
- Design and principles of Energy Management.
- Aviation refueling systems and hazardous materials handling.
- Principles of project planning, management, coordination and direction.
- Landscaping, plant propagation, plant and soil maintenance.
- Heating and ventilation systems, air conditioning, and boilers.
- Principles and practices of business correspondence, report writing, organizational analysis, and management.
- Americans with Disabilities Act (ADA) and ensure County facilities comply

Ability to:

- Plan, organize, direct and coordinate the function of the full services Facility Services Department and the Airport facilities.
- Provide supervision, training and evaluations for assigned staff.
- Prepare department budgets, analyze budget and technical reports.
- Prepare clear and concise written reports.
- Read and interpret plans, specifications, blueprints, and drawings.
- Assist with design and layout of contracts maintenance and repair work.
- Recognize and locate conditions which require maintenance and repair work.
- Prepare estimates of materials and labor for maintenance projects.
- Effectively represent the Facility Services department and the Airports in contact with the public, contractors, Government agencies and other county departments.
- Coordinate and monitor Capital Improvement Projects for the Airport Facilities.

- Establish and maintain cooperative working relationship.
- Operate all facility services equipment, ensure employees are competent and use safe operating procedures at all times.

DIRECTOR OF FACILITY SERVICES – 4

Training and Experience:

Experience: Six (6) years of increasing responsible experience in infrastructure or facilities design and construction, including three (3) years of management responsibility.

Training: Equivalent to a Bachelor's degree from an accredited college or university with major course work in public or business administration, finance, environmental studies, humanities, civil or sanitary engineering, landscape architecture, architecture, construction management, real estate or a related field. Additional training in management is highly desirable.

Substitution: Relevant work experience may be substituted for the education at a rate of two (2) years of experience for each year of education requirement.

Special Requirements:

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

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



6A

BOARD OF SUPERVISORS STAFF REPORT

DATE: May 31, 2018

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Rebecca Herrin, Assistant Planning Director *RH*

RE: Waiver of first reading of ordinance to rezone certain real property consistent with General Plan Amendment enacted by Resolution 2006-7249

GPA 8-04/05-08 (Summer 2005-Gould Swamp General Plan Amendment)
APN 001-440-008-000; 10680 and 11950 Catfish Beach Road, Lake Almanor;
T28N/R7E/Section 3, MDM

William Kerns, applicant

BACKGROUND:

Applicant William Kerns submitted an application to amend the general plan and zoning designations of the 14.4 acre parcel from Important Timber and Timberland Production Zone (TPZ) to Prime Recreation and Recreation Commercial zone (R-C), retaining the Scenic Road designation and Special Plan Scenic Road (SP-ScR), within a Secondary Suburban Opportunity area.

On January 24, 2006, public hearings were held on several projects within the Summer 2005 General Plan Amendment, one of which was file number GPA 8-04/05-08, also known as the "Gould Swamp" general plan amendment and zone change. The Board certified Environmental Impact Report 75 as complete and adequate for the project, meeting the requirements of the California Environmental Quality Act (CEQA), upheld the recommendation of Planning and Building Services and made the appropriate findings.

On March 14, 2006, the Board adopted Resolution 06-7249 reflecting a tentative approval of an immediate rezoning from Timberland Production Zone pursuant to Government Code Section 51133. GC 51133(b) states:

"The board or council shall forward its tentative approval to the State Board of Forestry and Fire Protection, together with the application for immediate rezoning, a summary of the public hearing and any other information required by the State Board of Forestry and Fire Protection. The State Board of Forestry and Fire Protection shall consider the tentative approval pursuant to Section 4621.2 of the Public Resources Code. Final approval to an

immediate rezoning is given only if the State Board of Forestry and Fire Protection has approved conversion pursuant to Section 4621.2 of the Public Resources Code. Upon final approval of conversion, the State Board of Forestry and Fire Protection shall notify the board or council of the approval, and the board or council shall remove the parcel from the timberland production zone and shall specify a new zone for the parcel."

The Timberland Conversion Permit (no. 574, attached) was approved by William E. Snyder, Deputy Director, California Department of Forestry and Fire Protection on December 18, 2007 and the document was recorded on January 10, 2008.

Throughout 2015 and into 2016, the applicant William Kerns had correspondence with Planning staff regarding the status of the rezoning. It appears that the County was not notified when the Timberland Conversion permit was approved by the California Department of Forestry and Fire Protection. The County became aware of the approval of the Conversion at some point in 2017.

The rezoning is before this Board of final approval as per Government Code 51133(b).

STAFF COMMENT:

As the Environmental Impact Report for the project (EIR 75) has been certified by the Board for this project, and Resolution 06-7249 approved on March 14, 2006, the only remaining action is to waive the first reading of the ordinance and adopt the ordinance to rezone the property to Recreation Commercial (R-C), Special Plan Scenic Road (SP-ScR) and Limited Combining Zone (LTD).

ACTIONS FOR CONSIDERATION

Planning staff recommends the Board of Supervisors take the following actions:

- I. Waive the first reading of the ordinance to rezone the Gould Swamp property (Assessor's Parcel Number 001-440-008-000; located at 10680 and 11950 Catfish Beach Road, Lake Almanor, unincorporated Plumas County; T28N/R7E/Section 3, MDM.
- II. Approve the ordinance at the next regularly scheduled meeting.
- III. Publish the ordinance one time pursuant to Government Code Section 25124(a) before the expiration of fifteen days after the passage of the ordinance, with the names of the supervisors voting for and against the ordinance, in the Chester Progressive, a newspaper of general circulation in the County.
- IV. Direct staff of Planning and Building Services, Planning to record a notice indicating that the property has been removed from Timberland Production Zone (TPZ).

Attachments:

Exhibit 1-Gould Swamp General Plan Amendment
Timberland Conversion Permit number 574 (2008-0000190)
Board minutes from January 24, 2006 and March 14, 2006
Resolution 2006-7249
Proposed Ordinance 2018-

Gould Swamp General Plan Amendment

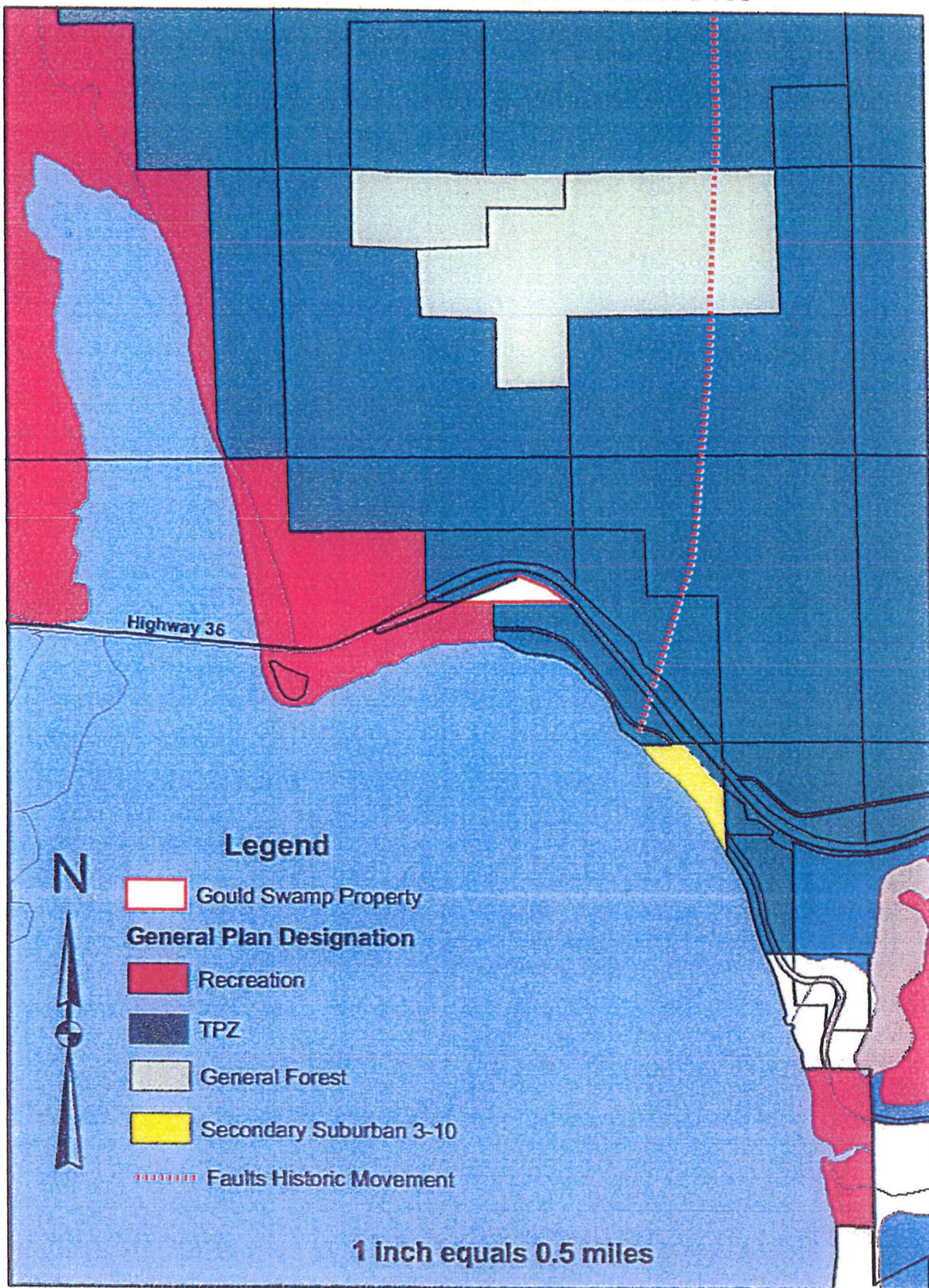
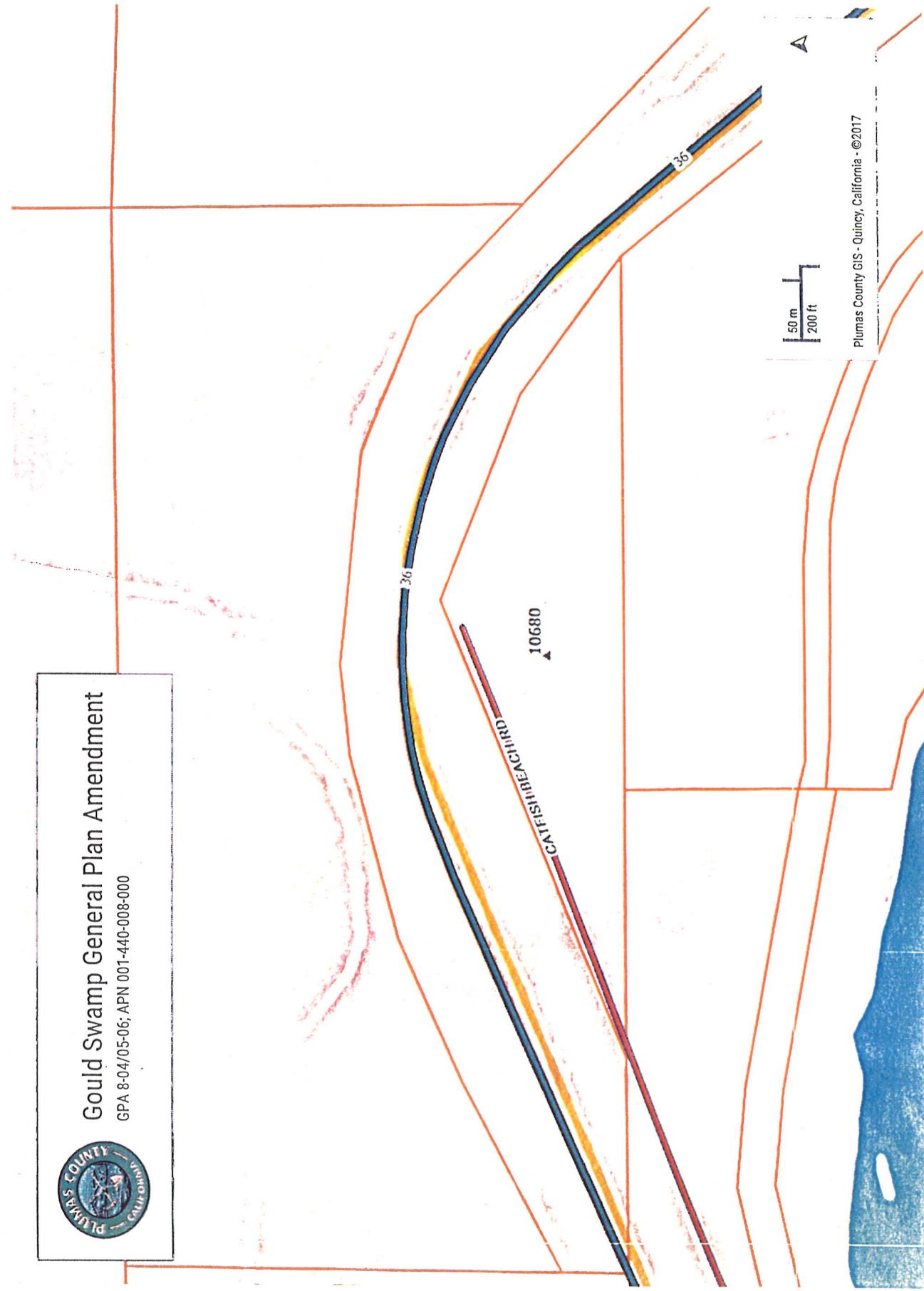


Exhibit 1



STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RM-56 (7/02)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California Department of Forestry and Fire
Protection
Environmental Protection – Conversions
P.O. Box 944246
Sacramento, California 94244-2460

2008-0000190

| | | |
|-------------------|---------|-------|
| Recorded | REC FEE | 10.00 |
| Official Records | | |
| County of | | |
| Plumas | | |
| KATHLEEN WILLIAMS | | |
| Clerk-Recorder | | |

02:21PM 10-Jan-2008 | Page 1 of 2

TIMBERLAND CONVERSION PERMIT NO. 574

Forest District: Northern

Administrative Unit: Butte

Issued to: William P. Kerns
Sierra Alta Terra Inc.
596 B California Ave.
Reno, NV 89509

This permit authorizes finalizing the immediate rezoning, in accordance with §51133 of the Government Code, of the parcel(s) designated as Timberland Production Zone (TPZ) described below to another zoning class to establish an alternate use as required under §4621.2 of the Public Resources Code. This permit also exempts the permittee from the stocking and timber cutting requirements of the Forest Practice Act and the related Board of Forestry regulations (including the forest practice rules of the above named Forest District) to establish a non-timber growing use. All other requirements of the Forest Practice Act, and related rules and regulations shall apply. The exemption for rezoning shall apply to the area described as follows, and shown in the application, consisting of 14.4 acres of timberland.

| Subdivisions | Sec. | Twp. | Rng. | B&M |
|------------------|------|----------|--------|--------------|
| SE 1/2 of NE 1/4 | 3 | 28 North | 7 East | Mount Diablo |

Assessor Parcel Numbers: 001-440-008

Conditions:

- 1) This permit is issued in accordance with Public Resources Code, §4621-4628, and the Board of Forestry Regulations. The practices set forth in the applicant's conversion plan are hereby made a part of the conditions under which this permit is valid for the period shown on the permit.
- 2) This permit may be voluntarily terminated by the holder(s) by completing and signing the reverse side and sending it to the Director at Sacramento, California.
- 3) The Director may suspend or revoke this permit for misrepresentation of the facts in the application or conversion plan, for failure to conform with the provisions of the conversion plan (including conditions set through environmental review) or if significant work has not been accomplished in accord with the conversion plan within 18 months of approval.
- 4) The privilege granted to the holder of this permit is subject to the additional conditions shown, and is nontransferable for any purpose without written approval of the Director.

Additional Conditions:

- 1) The permittee shall comply with all applicable County, State and Federal codes, ordinances or other regulations and shall obtain all necessary approvals.
- 2) The permittee shall obtain the Director's approval of a Timber Harvesting Plan prior to commencing timber operations.

WILLIAM S. SNYDER

This permit shall be valid from the date recorded in the Plumas County Recorder, and shall expire on December 31, 2012 unless renewed before expiration date.

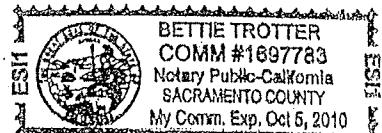
2008-0000190-008

2008-0000190-008

William S. Snyder
Deputy Director, California Department of
Forestry and Fire Protection

Dec. 18, 2007

Date



State of California
County of Sacramento

On 12/18/07 before me, Bettie Trotter, Notary personally appeared WILLIAM SNYDER personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they, executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal: Bettie Trotter

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RM-56 (9/04)
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California Department of Forestry and Fire Protection
Environmental Protection - Conversions
P.O. Box 944246
Sacramento, California 94244-2460

For Recorder's Use

AGREEMENT OF CANCELLATION OF TIMBERLAND CONVERSION PERMIT APPLICATION FOR CANCELLATION

I, (we), _____, holder of Timberland Conversion Permit No. _____, voluntarily desire to terminate the exemption from the compliance with applicable cutting and restocking provisions of the Forest Practice Act and the Board of Forestry Regulations, including the Forest Practice Rules, specified under this permit because:

- 1. TIMBERLAND CONVERSION HAS BEEN COMPLETED BEFORE TERMINATION DATE OF THE PERMIT.
- 2. TIMBER SUBJECT TO THE EXEMPTION PROVISIONS OF THIS PERMIT HAS NOT BEEN CUT.
- 3. TIMBER SUBJECT TO THE EXEMPTION PROVISIONS OF THIS PERMIT WAS CUT ON ONLY A PORTION OF THE TIMBERLAND COVERED BY THIS PERMIT, AND CONVERSION HAS BEEN COMPLETED.
- 4. TIMBER SUBJECT TO THE EXEMPTION PROVISIONS OF THIS PERMIT HAS BEEN CUT ON A PORTION OR ALL OF THE TIMBERLAND COVERED BY THIS PERMIT, BUT I AM UNABLE TO COMPLETE THE PLANNED LAND USE CONVERSION.
I UNDERSTAND THAT THE SAID CUT PORTION OF TIMBERLAND MUST BE PROMPTLY RESTOCKED WITH COMMERCIAL CONIFER SEEDINGS OR THE DIRECTOR MAY ENTER UPON SAID CUT PORTION OF TIMBERLAND AND PERFORM SUCH WORK AS MAY BE NECESSARY TO RESTOCK SAID CUT PORTION OF TIMBERLAND FOR TIMBER PRODUCTION AND THAT I AM LIABLE FOR THE COSTS OF SUCH WORK, AND THAT SUCH COSTS MAY BECOME A LIEN UPON THE PROPERTY UPON WHICH SUCH WORK WAS DONE.
- 5. OTHER: (Use attached sheets if needed) _____

PERMIT HOLDER(S) DECLARATION

I, (we), declare under penalty of perjury that the statements and declarations made above are true and correct to the best of my (our) knowledge.

PERMIT HOLDER(S) SIGNATURE: _____

MAILING ADDRESS(ES): _____

SIGNED AT: (City, State) _____

ON (Date): _____

State of California, County of _____

On _____ before me, _____ personally appeared _____ personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal: _____

DIRECTOR'S APPROVAL OF APPLICATION FOR CANCELLATION

This Cancellation Agreement is approved and the Timberland Conversion Permit is cancelled. The permit will be terminated upon recording by the permittee in the county in which the permit was originally recorded (CCR §1107).

DIRECTOR'S SIGNATURE: _____

, Director

DATED: _____

State of California, County of Sacramento

On _____ before me, _____ personally appeared _____ personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal: _____

The public hearing is closed and before the Board for decision. Following brief discussion, motion is made by Supervisor Dennison and seconded by Supervisor Comstock to adopt EIR No. 74 as complete and adequate for respective issue and meeting the requirements of the California Environmental Quality Act, and uphold the recommendation of Planning & Building Services, with findings. AYES: Supervisors Olsen, Dennison, Comstock, Powers and Meacher. NOES: None. ABSENT: None. Carried and so ordered.

Environmental Impact Report No. 75 – Gould Swamp General Plan Amendment

The public hearing is opened. There being no comment, the public hearing is closed. Following discussion, motion is made by Supervisor Dennison and seconded by Supervisor Comstock to adopt EIR No. 75 as complete and adequate for respective issue and meeting the requirements of the California Environmental Quality Act, and uphold the recommendation of Planning & Building Services, with findings. AYES: Supervisors Olsen, Dennison, Comstock, Powers and Meacher. NOES: None. ABSENT: None. Carried and so ordered.

ORDINANCE 06-1043 RE: AMENDING COUNTY CODE (GRADING AND RE-ROOFING)

Motion is made by Supervisor Powers and seconded by Supervisor Dennison adopting Ordinance No. 06-1043, first read on January 17, 2006, Amending Section 1 of Chapter 1 of Title 8 of the Plumas County Code (Relating to Adoption of Appendix Chapters from the California Building Code pertaining to Grading and Re-roofing). AYES: Supervisors Olsen, Dennison, Comstock, Powers and Meacher. NOES: None. ABSENT: None. Carried and so ordered.

AIRPORT CAPITAL IMPROVEMENT PROGRAM

Upon report and recommendation of John McMorrow, Administrator and following discussion by the Board, motion is made by Supervisor Powers, seconded by Supervisor Dennison and unanimously carried to accept the Airport Capital Improvement Program for 2006-2011 and authorize staff to begin the process to determine the final program administrator.

**10. PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
COMPENSATION POLICY**

This matter is before the Board for clarification of the compensation policy which provides that directors will receive a \$100 per day stipend for each day's service rendered to the district, up to ten days per month. The policy addresses particular types of meetings and activities that qualify for the stipend. Brian Morris, Deputy County Counsel provides the Board with an interpretation. This matter is informational only, no action is taken.

**11. COUNTY COUNSEL
DELLEKER WATER LINE**

Brian Morris, Deputy County Counsel is before the Board with a report and update on the Delleker water line and Best Western Motel project. There is brief discussion regarding the City of Portola's proposal to annex commercial parts of Delleker. This matter is informational only, no action is taken.

**12. BOARD OF SUPERVISORS
CLOSED SESSION**

The Board meets in closed session from 4:25 p.m. to 5:15 p.m. as follows:

- Conference with County's Negotiator regarding real property negotiations – Lichti property at Chester Airport
- Conference with Legal Counsel regarding anticipated litigation.

Number of cases involving significant exposure to litigation 1

7. DISTRICT ATTORNEY

\$20,000 GENERAL FUND CONTINGENCY REQUEST FOR PURCHASE OF VEHICLE

Following presentation by Jeff Cunan, District Attorney and discussion by the Board, Mr. Cunan is directed and agrees to include the request in the budget for FY 2006-2007.

8. PUBLIC WORKS

CONTINUED PUBLIC HEARING/RESOLUTION 06-7248 RE: GILL RANCH ROAD

The public hearing is opened. There being no comment, the public hearing is closed. Motion is made by Supervisor Olsen and seconded by Supervisor Dennison adopting Resolution No. 06-7248, abandoning a portion of certain roadways in Cromberg, County of Plumas (Gill Ranch Road). AYES: Supervisors Olsen, Dennison, Comstock, Powers and Meacher. NOES: None. ABSENT: None. Carried and so ordered.

9. BOARD OF SUPERVISORS

PLUMAS COUNTY COMMITTEE STRUCTURE (LEAD AND ALTERNATE SUPERVISOR)

Motion is made by Supervisor Dennison, seconded by Supervisor Comstock and unanimously carried to dissolve the Plumas County Committee Structure (Lead and Alternate Supervisor). Plumas County Management Council concurs with the decision to dissolve.

PLUMAS COUNTY VETERANS MEMORIAL

Following presentation by Robert Zernich and acknowledgement of Veterans present, motion is made by Supervisor Comstock, seconded by Supervisor Olsen and unanimously carried to support the proposal to locate the new Plumas County Veterans Memorial Monument at the corner of Highway 70 and Bucks Lake Road at the Dame Shirley Plaza. A dedication is planned for Memorial Day May 29, 2006.

Staff is directed to notify the Department of Public Works and Planning & Building Services of the proposed location for the Memorial.

A representative from Grizzly Ranch is present and pledges \$500 to help fund the monument.

STATE OF THE COUNTY/FY 2005-2006 MID-YEAR BUDGET

Motion is made by Supervisor Dennison and seconded by Supervisor Comstock to adopt the State of the County and FY 2005-2006 Mid-Year Budget as presented. AYES: Supervisors Olsen, Dennison, Comstock, Powers and Meacher. NOES: None. ABSENT: None. Carried and so ordered.

10. BOARD OF SUPERVISORS

STATE OF THE COUNTY CEREMONY

Due to inclement weather, this matter is continued to April 2006.

NOON RECESS

AFTERNOON SESSION

The Board reconvenes at 1:30 p.m. with all Board members present as in the morning session.

11. PLANNING & BUILDING SERVICES

RESOLUTION 06-7249 RE: 2005 SUMMER GENERAL PLAN AMENDMENT – GOULD SWAMP

Motion is made by Supervisor Dennison and seconded by Supervisor Powers adopting Resolution No. 06-7249, Gould Swamp 2005 Summer General Plan Amendment. AYES: Supervisors Olsen, Dennison, Comstock, Powers and Meacher. NOES: None. ABSENT: None. Carried and so ordered.

Resolution 2006 - 7249

Gould Swamp
2005 Summer General Plan Amendment

WHEREAS, the hearings required by the Government Code of the State of California before the Board of Supervisors were held and proper notices were given; and,

WHEREAS, this approval by the Plumas County Board of Supervisors constitutes a tentative approval of an immediate rezoning from Timberland Production Zone pursuant to Government Code Section 51133; and

WHEREAS, the General Plan designation and rezoning cannot be finalized unless and until the State Board of Forestry finalizes the immediate rezoning; and

WHEREAS, this Board shall forward its tentative approval to the State Board of Forestry together with the application for immediate rezoning, a summary of the public hearing, and any other information required by the State Board of Forestry; and

WHEREAS, the testimony and evidence received justify the actions taken to amend the General Plan text and maps, and the Board finds that:

- (a) The immediate rezoning is not inconsistent with the purposes of subdivision (j) of Section 3 of Article XI 11 of the Constitution and of that chapter of the Government Code commencing with Section 51100 ;
- (b) The immediate rezoning is in the public interest as the property provides for suitable recreational development and any environmental effects are more likely to be mitigated at the time of development;
- (c) This amendment is consistent with the diagram directives for the reasons set forth in Environmental Impact Report No. 75
- (d) Environmental Impact Report No. 75 is applicable and adequate for this General Plan Amendment for Gould Swamp (GPA 8-04/05-06), which was certified at a public hearing by the Plumas County Board of Supervisors on January 24, 2006;
- (e) In accordance with Section 15091 of the CEQA Guidelines, required findings are incorporated within the alternative selected and based upon substantial evidence provided in the discussion of each issue;
- (f) The General Plan Amendment is consistent with the applicable diagram directives of the General Plan because
 - (i) This property is not part of a timber management unit as the property does not meet the minimum acreage needed for designation as an Important Timber area;
 - (ii) This property has been granted tentative approval to be removed from TPZ, subject to final approval by the State Board of Forestry;
 - (iii) This property is accessible by a maintained, year-round public road;
 - (iv) The economic, social, and environmental benefit is greater than would be derived from leaving the land in timber production;
- (g) The zoning amendments correspond to and are consistent with the General Plan Amendment and serve to implement the General Plan for the reasons enumerated above.

(h) In accordance with the General Plan, all applicable constraints, policies, and development standards shall be addressed at the time of development of the property as the term "development" is described in the General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that this Board, pursuant to the authority granted by the Government Code of the State of California, amends the General Plan by incorporation of the applicable amendments of the General Plan maps as set forth in Exhibit A, attached hereto, and made a part hereof subject to finalization of the State Board of Forestry.

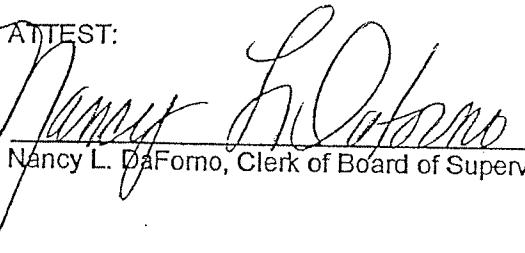
The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of March, 2006, by the following vote:

AYES: Supervisors: Olse, Dennison, Comstock, Powers and Meacher
NOES: Supervisors: None
ABSENT: Supervisors: None



Robert A. Meacher, Chairman of the Board of Supervisors

ATTEST:



Nancy L. DaForno, Clerk of Board of Supervisors

Exhibit A

Gould Swamp – GPA 8-04/05-06

Assessor's Parcel Number: 001-440-008

Amend the general plan designation of the property to Secondary Suburban Opportunity – Prime Recreation with a Limited Combining Zone, and Zone R-C, LTD, while retaining the Special Plan - Scenic Road (SP-ScR) Combining Zone; finding that the Secondary Suburban Opportunity – Prime Recreation designation, with application of the Limited Combining Zone, is consistent with the general plan diagram directive suitability criteria for establishment of new Prime Recreation Areas. The Limited Combining Zone is necessary to specifically identify and mitigate the adverse impacts related to:

Air Quality - Diminished air quality from project development and associated increases in vehicle emissions, and wood burning appliances.

Biological Resources – Adverse impacts to bald eagle and osprey habitat resulting from development of the site.

Geology and Soils - An earthquake fault with quaternary movement is located approximately ½ mile to the east of this project. This project has the potential to expose people and structures to risks associated with seismic activity.

Hydrology & Water Quality - Adverse impacts to surface water from accelerated runoff and erosion.

Transportation/Traffic – Adverse impacts associated with traffic safety, specifically road maintenance, roadway improvements, and intersection safety of Catfish Beach Road and State Highway 36.

GENERAL PLAN AMENDMENT ZONING ORDINANCE
GOULD SWAMP GENERAL PLAN AMENDMENT
ORDINANCE NO. 2018-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, REZONING CERTAIN
REAL PROPERTY CONSISTENT WITH GENERAL PLAN AMENDMENT ENACTED BY RESOLUTION
NO. 2006-7249

The Board of Supervisors of the County of Plumas, State of California, DOES ORDAIN as follows:

Section 1. The real property enumerated in Exhibits A and B, particularly described therein by Assessor Parcel Number 001-440-008-000, is hereby rezoned to R-C (Recreation Commercial), LTD (Limited Combining Zone) and SP-ScR (Special Plan Scenic Road), zoning classifications enumerated in Plumas County Code Section 9-2.301 and described in Code Sections 9-2.2201 through 9-2.2207, Code Sections 9-2.2701 through 9-2.2702, and Code Sections 9-2.3701 through 9-2.3704 implemented by Exhibits A and B, attached hereto.

Section 2. This rezoning is consistent with and will serve to implement General Plan Amendment Summer 2005 (Gould Swamp) enacted by Resolution No. 2006-7249.

Section 3. Environmental considerations related to this rezoning have been addressed in Environmental Impact Report No. 75 which was certified after a noticed public hearing by the Plumas County Board of Supervisors on January 24, 2006 and was deemed to satisfy the requirements of the California Environmental Quality Act as certified in Resolution No. 2006-7249. The application of the Limited Combining Zone (Code Sections 9-2.2701 through 9-2.2702) serves to identify potential adverse effects based on General Plan requirements and specified in Exhibit B.

Section 4. The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this ordinance and pursuant to Section 9-2.302 of the Plumas County Code.

Section 5. This ordinance shall not be codified.

Section 6. This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, with the names of the supervisors voting for and against the ordinance, in the Chester Progressive, a newspaper of general circulation in the County of Plumas.

Section 7. This ordinance shall become effective thirty (30) days from the date of the final passage.

The foregoing ordinance was introduced on June 12, 2018, and duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on _____, 2018 by the following vote:

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

Jeff Engel, Chairman of the Board of Supervisors

ATTEST:

Nancy L. DaForno
Clerk of the Board of Supervisors

Exhibit "A"

The land referred to herein is situated in the State of California, County of PLUMAS, in an unincorporated area, described as follows:

Township 28 North, Range 7 East, M.D.M.

In Section 3:

Portion of the South 1/2 of the Northeast 1/4 lying south of the centerline of State Highway 36 and west of a line described as beginning at a point, a distance of 711.48 feet South 89° 47' 34" West of the East 1/4 corner of said Section 3 and extending north 12° 39' 50" west to the centerline of State Highway 36.

Portion of the South 1/2 of the Northeast 1/4 lying south of the centerline of State Highway 36 and east of a line described as beginning at a point, a distance of 711.48 feet South 89° 47' 34" West of the East 1/4 corner of said Section 3 and extending north 12° 39' 50" west to the centerline of State Highway 36.

Excepting therefrom an undivided 1/16 interest in all coal, oil, gas and other mineral deposits as reserved by the State of California in the Patent recorded May 15, 1924 in Book 9 of Patents, Page 217.

Assessor Parcel Number 001-440-008-000

EXHIBIT "B"

The application of the Limited Combining Zone (Code Sections 9-2.2701 through 9-2.2702) serves to identify potential adverse effects based on General Plan requirements as per Environmental Impact Report #75.

Air Quality-Diminished air quality from project development and associated increases in vehicle emissions, and wood-burning appliances.

Mitigation Measure: *"This project has the potential to conflict with mitigations for land development established by the Northern Sierra Air Quality Management District because the Recreation Commercial zoning designation permits a wide range of uses many of which do not require the issuance of a discretionary entitlement, meaning that the County could not impose mitigation measures for impacts that these uses may cause. Some of these uses include: Resorts, Recreation Facilities, Campgrounds and Lodging facilities. These uses have essentially no limitation on their size other than the capacity of the land to provide parking sewage disposal facilities. These uses could be allowed a large number of rooms for transient occupancy which could generate a significant amount of traffic and particulate matter from project construction and the unrestricted use of wood burning devices and fire places."*

Biological Resources-Adverse impacts to bald eagle and osprey habitat resulting from development of the site.

Mitigation Measure: *"The California Department of Fish & Game has requested that the project site be surveyed by a qualified wildlife biologist to determine the presence of nesting bald eagle or osprey. This task and the mitigation measures resulting from the survey shall be incorporated into a site development review process. This can be accomplished by applying a Limited Combining Zone (LTD) as part of the proposed amendment. The Limited Combining Zone will set forth a discretionary review process whereby drainage, erosion and wildlife concerns can be evaluated in terms of a specific development proposal with the necessary mitigation measures incorporated into the project design and construction. No construction on this property would be allowed to occur without this analysis and review."*

Geology and Soils-An earthquake fault with quaternary movement is located approximately ½ mile to the east of this project. This project has the potential to expose people and structures to risks associated with seismic activity.

Mitigation Measure: *"Mitigation of these potential impacts can be addressed by applying a Limited Combining Zone (LTD) as part of the proposed amendment. The Limited Combining Zone will set forth a discretionary review process whereby the analysis of the geologist can be reviewed and the recommended mitigation measures incorporated into the project design and construction."*

Hydrology and Water Quality-Adverse impacts to surface water from accelerated runoff and erosion.

Mitigation Measure: *"Mitigation of this potential impact can be addressed by applying a Limited Combining Zone (LTD) as part of the proposed amendment. The Limited Combining Zone will set forth a discretionary review process whereby a drainage and erosion control plan can be required with the recommended mitigation measures incorporated into the project design and construction."*

Transportation/Traffic-Adverse impacts associated with traffic safety, specifically road maintenance, roadway improvements and intersection safety of Catfish Beach Road and State Highway 36.

Mitigation Measure: *"The application of the Limited Combining Zone will allow the County to undertake a development specific review of any new use. The Limited Combining Zone will identify the need for a traffic analysis. This analysis will evaluate the site specific impacts as they relate to maintenance, roadway improvements and intersection safety."*



6B

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971 www.countyofplumas.com
(530) 283-7011

DATE: June 12, 2018

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director *RW*

RE: Request for approval of a Resolution authorizing the filing of an Initial Notification and Basin Boundary Modification request with the Department of Water Resources to remove a portion of the Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District identified as an area north of Highway 70 and west of Grizzly Creek Road.

Background

The State of California passed the Sustainable Groundwater Management Act of 2014. This act permits the formation of Groundwater Sustainability Agencies (GSAs) for all groundwater basins and requires the development and adoption of Groundwater Sustainability Plans for basins designated as medium-high priority by the Department of Water Resources (DWR) found in Bulletin 118. The Sierra Valley Groundwater Basin is identified as a medium priority basin in DWR Bulletin 118.

Upon an analysis of the boundaries of the Sierra Valley Groundwater Basin (SVGB) and the boundaries of the Sierra Valley Groundwater Management District (SVGMD), a small area of the SVGB was found to be outside of the SVGMD boundaries. Plumas County was required to address the area outside of the SVGMD with the formation of its own GSA. Plumas County formed the Plumas County Groundwater Sustainability Agency with the passing of a Resolution on March 21, 2017.

Staff Comment

Staff for the Plumas County Groundwater Sustainability Agency (PCGSA) conducted an analysis of the area identified as being north of Highway 70 and west of Grizzly Ranch Road to determine if this area was in fact an alluvial groundwater basin and if this area was truly a part of the Sierra Valley Groundwater Basin. A map of this area is attached

to this memo. Staff from Plumas County Geographical Information System (GIS) Department developed a tool for this analysis. Exhibits from this GIS tool are attached.

The GIS tool allowed staff to attach well log information from existing wells in the area, which then allowed staff from the Plumas County Environmental Health Department to do an analysis of the wells to determine what type of geological material the water from the existing wells was coming from. The determination is that the wells are in decomposed granite and that this area does not appear to be an alluvial groundwater basin.

Further analysis determined that there is little or no connectivity with the Sierra Valley Groundwater Basin. An engineer from the Department of Public Works has determined that from the information available that he concurs with the Summary of Requested Modification and the letter report from Burkhard Bohm (Professional Geologist) and as such will provide the needed Professional Engineering Stamp for the submittal to the Department of Water Resources. See attached exhibit for a draft approval by the professional engineer.

The Basin Boundary Modification Request must be submitted via a special portal to the Department of Water Resources by the end of June 2018.

One area under the jurisdiction of the Plumas County Groundwater Sustainability Agency is a small area south of Highway 70. See attached exhibit of this area. This area is public land under the management of the Plumas National Forest, the area is undeveloped, and currently has a grazing allotment. The plan for this area is to work on a Memorandum of Understanding (MOU) with the Sierra Valley Groundwater Management District and the Plumas National Forest such that this area is included in the Sustainable Groundwater Management Plan for the Sierra Valley Groundwater Basin. This MOU will be brought to the Board of Supervisors at a later date yet to be determined.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of Supervisors take the following action:

- I. Approve the Resolution authorizing the filing of an Initial Notification and Basin Boundary Modification request with the Department of Water Resources to remove a portion of the Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District identified as an area north of Highway 70 and west of Grizzly Creek Road.

Attachments:

Resolution authorizing the filing of an Initial Notification and Basin Boundary Modification request with the Department of Water Resources to remove a portion of the

Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District identified as an area north of Highway 70 and west of Grizzly Creek Road.

Maps of the areas covered by the Plumas County Groundwater Sustainability Agency.

Exhibits from the Plumas County GIS tool used for analysis of the area under consideration for the Basin Boundary Modification Requests.

Staff Memo dated March 21, 2017 and Resolution creating the Plumas County Groundwater Sustainability Agency.

Draft engineer's approval, pending final signature and stamp, of the engineering analysis to accompany the Basin Boundary Modification Request.

PLUMAS COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

**A RESOLUTION OF THE PLUMAS COUNTY GROUNDWATER SUSTAINABILITY
AGENCY FOR THAT PORTION OF THE SIERRA VALLEY GROUNDWATER BASIN
OUTSIDE OF THE BOUNDARY OF THE SIERRA VALLEY GROUNDWATER
MANAGEMENT DISTRICT INITIATING A BASIN BOUNDARY MODIFICATION
REQUEST**

WHEREAS, the Plumas County Groundwater Sustainability Agency (PCGSA) was formed by the Board of Supervisors for that area of the Sierra Valley Groundwater Basin (5-012.01) not within the Sierra Valley Groundwater Management District on March 21, 2017 by Resolution 17-8237; and

WHEREAS, the Plumas County Board of Supervisors is the Board of Directors for the Plumas County Groundwater Sustainability Agency; and

WHEREAS, the Sustainable Groundwater Management Act (SGMA) requires a local Groundwater Sustainability Agency (GSA) to adopt a Groundwater Sustainability Plan (GSP) by January 21, 2020, for all medium and high priority basins as being subject to critical overdraft; and

WHEREAS, SGMA requires a basin's boundaries shall be those boundaries identified in the California Department of Water Resources (DWR) Bulletin No. 118; and

WHEREAS, SGMA establishes a process for local agencies to request that DWR revise the boundaries of a basin; and

WHEREAS, the Plumas County Sustainable Groundwater Agency has identified a scientific revision of the Sierra Valley Groundwater Basin excluding the area north of Highway 70 and west of Grizzly Ranch Road, which is an isolated island area shown in Bulletin 118, that is disconnected from the northwest corner of the main Sierra Valley Groundwater Basin; and

WHEREAS, the Plumas County Sustainable Groundwater Agency has until June 30, 2018 to submit a Basin Boundary Modification application to the Department of Water Resources requesting changes to the Sierra Valley Groundwater Basin; and

WHEREAS, requesting a Basin Boundary Modification is exempt from the California Environmental Quality Act (CEQA) because such modification is not a project under CEQA, and even assuming that such modification constitutes a project, the project would be exempt because the Basin Boundary Modification will not result in direct or indirect physical changes in the Environment CEQA Guidelines Section 15378(b)(5).

THEREFORE, be it resolved that the Plumas County Board of Supervisors acting as the Board of Directors for the Plumas County Sustainable Groundwater Agency authorizes the filing of the "Initial Notification" and "Basin Boundary Modification Request" to the Department of Water

Resources to modify the existing Bulletin 118 boundaries of the Sierra Valley Groundwater Basin as allowed by the Sustainable Groundwater Management Act of 2014 and as amended in 2015 by June 30, 2018.

The foregoing Resolution was duly passed by the Plumas County Board of Supervisors at a regular meeting of said Board of Supervisors held on June 12, 2018.

AYES: SUPERVISORS

NOES: SUPERVISORS

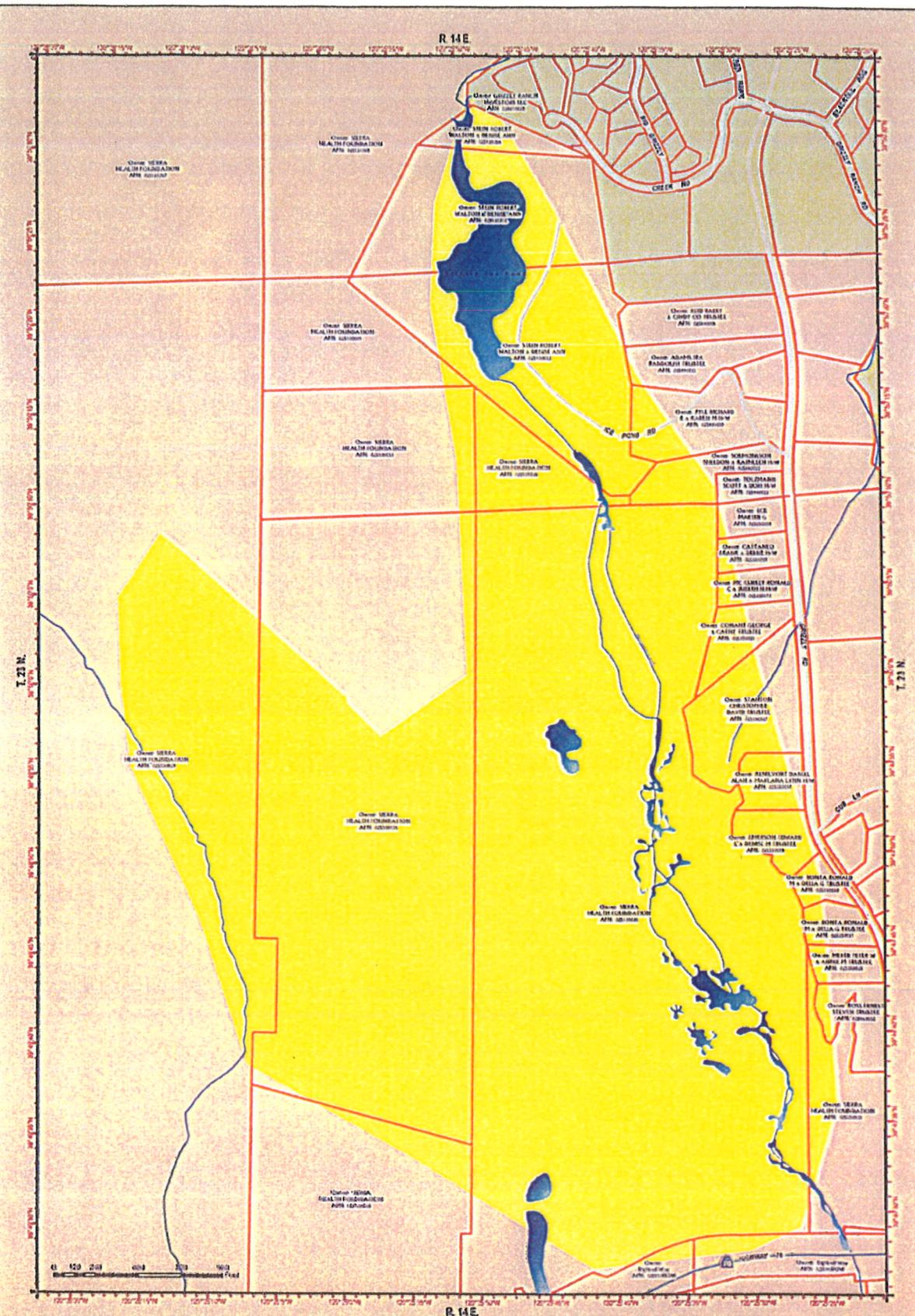
ABSENT: SUPERVISORS

PLUMAS COUNTY, a political subdivision
of the State of California

Jeff Engle, Chair of the Board of Supervisors

ATTEST:

Nancy Daorno, Clerk of the Board of Supervisors



PLUMAS COUNTY GIS
535 Main Street
Quincy, CA 95971
(530) 283-7011
www.plumascounty.us

Plot Date: 11/18/2010
Map produced by Plumas County GIS Division
Map Date/Update Date: 11/16/2014
Source: Plumas County Firework Data, DigitalGlobe Aerial
Photography, California State Plane, Zone 1 NAD 1983

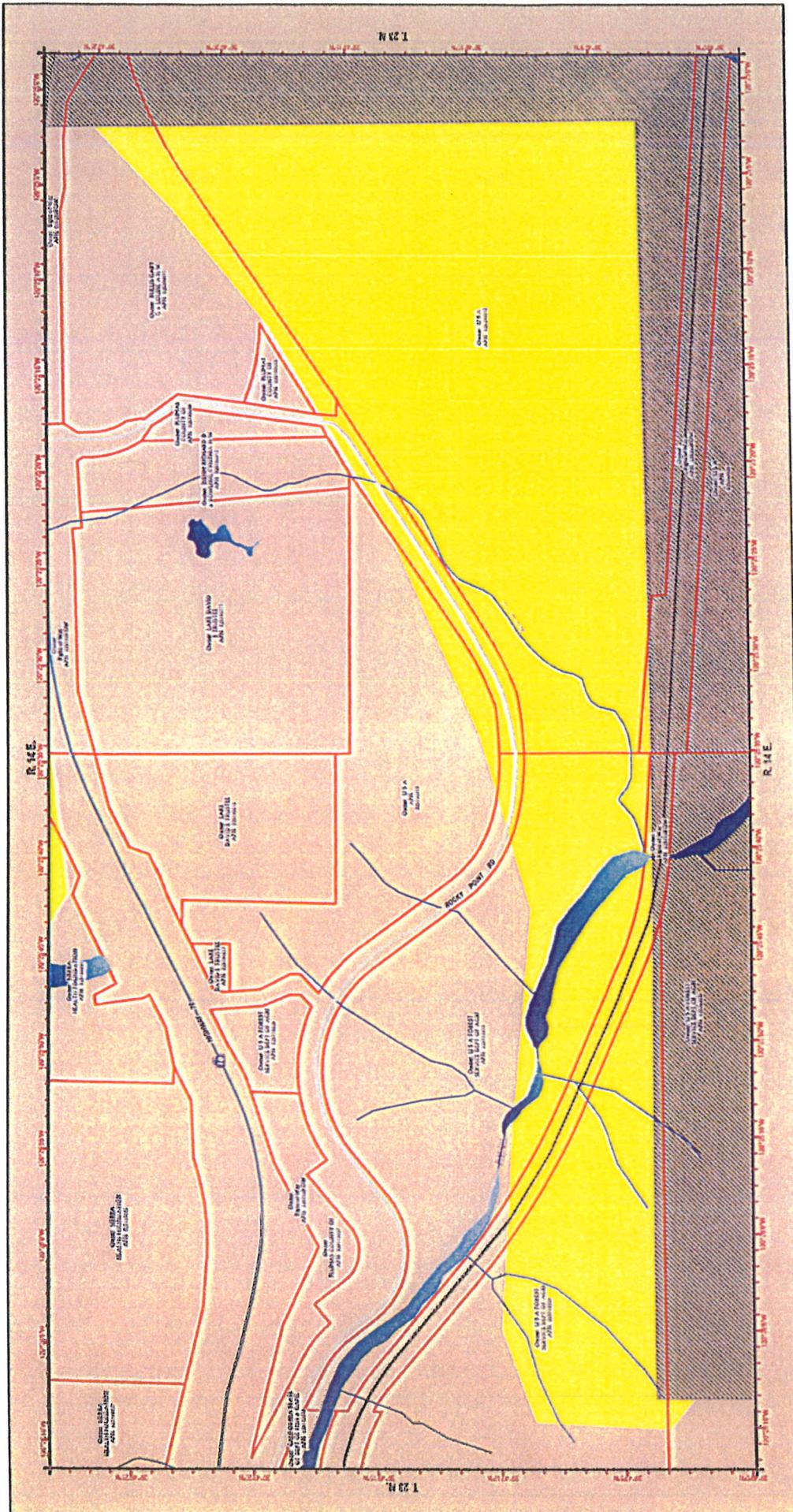


DWR "Sliver" North of Hwy 70

Legend for land use and water features:

- State Highway
- Road
- River / Stream
- Waterbody Area
- Parcel
- Grizzly Ranch CSD
- DWR Sliver

Designs



Although a great deal of effort has been made in France, Germany, and the United Kingdom to develop the electronic commerce market, the market has not yet developed to the extent that it is currently possible to make a significant profit from it. This is due to the fact that the market is still in its early stages and there are many challenges that must be overcome before it can become a truly viable business opportunity.

DWR "Silver" South of Hwy 70

Sierra Valley Ground-Water Mgmt. District
DWR Silver

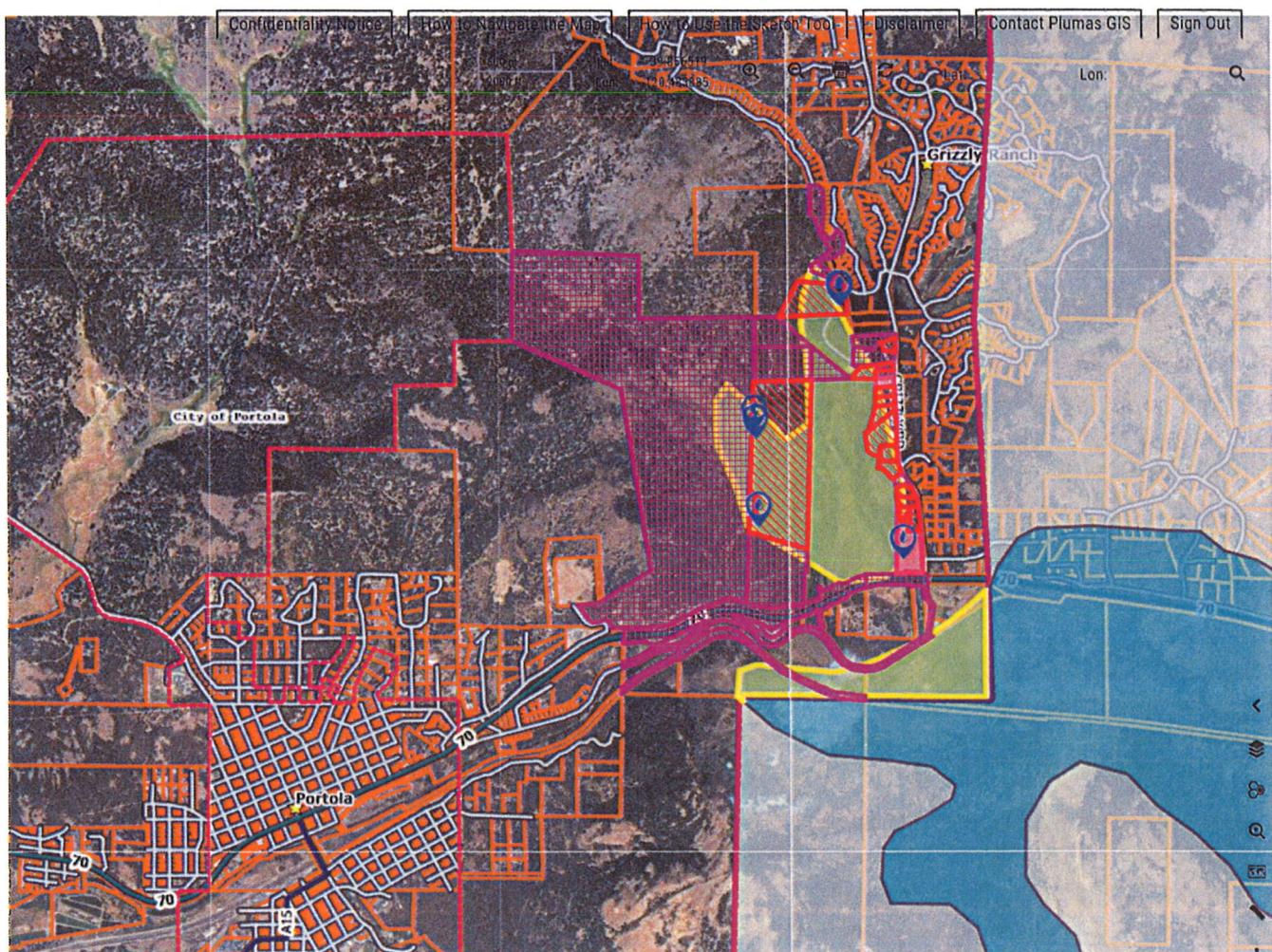
— Railroad
~~~~~ River / Stream  
~~~~~ Waterbody Area

State Highway Road

**SGWM Project**

Wells within DWR "Sliver" or "Cat's Head" (This Map is CONFIDENTIAL and is NOT PUBLIC as it contains images of well completion reports)

Menu



>



SGWM Project

Wells within DWR "Sliver" or "Cat's Head" (This Map is CONFIDENTIAL and is NOT PUBLIC as it contains images of well completion reports)

Menu

Confidentiality Notice | How to Navigate the Map | How to Use the Sketch Tool | Disclaimer | Contact Plumas GIS | Sign Out

Lat: 39.866670 Lon: -120.474192

City of Porto Feature Info

Multiple Features Selected (1/3)

 Parcels that have a Well Log data

Data provided by Rob Robinette, Plumas County Environmental Health, phone 530-285-0851

APN: 095250027

Address: 5364 Grizzly Road

Well? No Yes

Man?

Well Log: 212425

Scanned: See Log <http://www.plumascounty.us/Doc>

Well Log: <http://www.plumascounty.us/Doc>

Well 1984

Created

Year

Well Strata: 0-90 dg & clay, 90-215 shale & clay

Well: Well location unlikely near flood pl

Topography

Estimated % in GSA: 70%

Estimated Yield (gpm): 10 gpm

Zoning: Sub (S-1), Secondary Sub (S-3), AP

Map Legend

Map Layers

Sketches

Wells with a Lat/Long location

Wells on parcels that have a GPS coordinate

Parcels that have Well Log data

Well present, no Well Log found

Well found; however, well log was unable to be located

Undeveloped Parcels

No known development or wells on parcel

DWR "Sliver" (Cat's Head)

Part of Sierra Valley Groundwater Basin Areas

High-capacity Well Restriction Area

Grizzly Creek (Proposed)

DWR working drawing



PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971 www.countyofplumas.com
(530) 283-7011

DATE: March 21, 2017

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director

RE: Public Hearing and Approval of a Resolution to form a Groundwater Sustainability Agency for that portion of the Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District.

Background

The State of California passed the Sustainable Groundwater Management Act of 2014. This act permits the formation of Groundwater Sustainable Agencies (GSAs) for all groundwater basins and requires the development and adoption of Groundwater Sustainability Plans for basins designated as medium-high priority by the Department of Water Resources (DWR) found in Bulletin 118. The Sierra Valley Groundwater Basin is identified as a medium priority basin in DWR Bulletin 118.

Upon an analysis of the boundaries of the Sierra Valley Groundwater Basin (SVGB) and the boundaries of the Sierra Valley Groundwater Management District (SVGMD), a small area of the SVGB was found to be outside of the SVGMD boundaries. Plumas County is required to address the area outside of the SVGMD with the formation of its own GSA.

The Department of Water Resources has set forth GSA formation guidelines, which are attached. Part of these GSA formation Guidelines requires public notice and a public hearing. Staff has advertised a public hearing for the past two weeks, in accordance with DWR guidelines. The SVGMD has also done a public notice and has done a public hearing to form a GSA for its portion of the SVGB on March 13, 2017.

Staff Comment

This is the first step in the formation of a GSA for that portion of the Sierra Valley Groundwater Basin outside the Sierra Valley Groundwater Management District and this

step is necessary in order to meet the timelines in DWR's guidelines for formation of GSAs. At this point the County must take this action. The future regarding management of groundwater within the Sierra Valley Groundwater Basin, in accordance with the Sustainable Groundwater Management Act of 2014, may include:

- The Development of a Memorandum of Understanding (MOU) with the Sierra Valley Groundwater Management District whereby the District takes over this area currently under the County and includes this area within the eventual Groundwater Management Plan for the Sierra Valley Groundwater Basin;
- DWR may review the boundaries of the Sierra Valley Groundwater Basin and determine the area of the Basin found to be outside of the Sierra Valley Groundwater Management District is not hydrologically related to the Basin management by the District and drop this area from the requirement of being within a Groundwater Management Plan;
- The County and the Sierra Valley Groundwater Management District both form GSAs and develop Groundwater Management Plans separate from each other; or
- Other Actions unknown at this time.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of Supervisors take the following action:

- I. Conduct a Public Hearing regarding the formation of a Groundwater Sustainability Agency for that portion of the Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District.
- II. Approve the attached Resolution to form a Groundwater Sustainability Agency for that portion of the Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District.

Attachments:

Resolution Establishing Plumas County as the GSA for that portion of the Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District.

Maps of the area within the Sierra Valley Groundwater Basin outside of the Sierra Valley Groundwater Management District.

DWR GSA Formation Notification Guidelines for Local Governments.

PLUMAS COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 17-8237

A RESOLUTION FORMING A GROUNDWATER SUSTAINABILITY AGENCY BY PLUMAS COUNTY FOR THAT PORTION
OF THE SIERRA VALLEY GROUNDWATER BASIN OUTSIDE OF THE BOUNDARIES OF THE SIERRA VALLEY
GROUNDWATER MANAGEMENT DISTRICT

WHEREAS, in 2014 the State of California passed the Sustainable Groundwater Management Act; and

WHEREAS, the Department of Water Resources Bulletin 118 shows the boundaries of the Sierra Valley
Groundwater Basin; and

WHEREAS, the Sustainable Groundwater Management Act of 2014 identifies the Sierra Valley Groundwater Basin
as a medium priority basin;

WHEREAS, the Sustainable Groundwater Management Act of 2014 identifies Sierra Valley Groundwater
Management District to develop a Groundwater Management Plan within the District's statutory boundaries;

WHEREAS, there is a small area of the Sierra Valley Groundwater Basin, identified in Bulletin 118 that lies outside
of the statutory boundaries of the Sierra Valley Groundwater Management District and this area lies within Plumas
County; and

WHEREAS, there is the need by Plumas County, at this time, to begin the procedure to form a Groundwater
Sustainability Agency for that portion of the Sierra Valley Groundwater Basin that lies outside of the boundary of
the Sierra Valley Groundwater Management District; and

Whereas, an appropriate notice of a public hearing with the Board of Supervisors has been placed in local
newspapers notifying the public of the Board's intent to form a Groundwater Sustainability Agency for that
portion of the Sierra Valley Groundwater Basin which lies outside of the boundary of the Sierra Valley
Groundwater Management District.

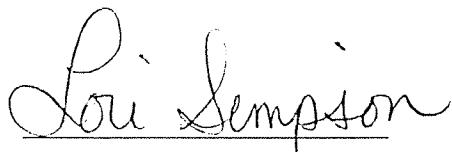
THEREFORE, be it resolved by the Plumas County Board of Supervisors, after a public hearing, has determined to
form a Groundwater Sustainability Agency for that portion of the Sierra Valley Groundwater Basin that lies outside
of the boundary of the Sierra Valley Groundwater Management District.

The foregoing Resolution was duly passed and adopted by the Plumas County Board of Supervisors at a regular
meeting of said Board of Supervisors held on March 21, 2017.

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

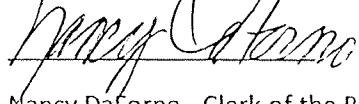
NOES: NONE

ABSENT: NONE



Lori Simpson - Chair of the Board of Supervisors

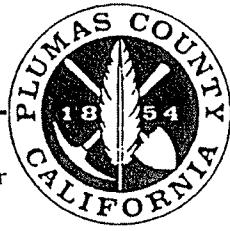
ATTEST:



Nancy DaForno - Clerk of the Board of Supervisors

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



To: Randy Wilson, Planning Director
Agency: Plumas County

Re: Cat's Head – Basin Boundary Modification

To Whom It May Concern:

I have reviewed the attached documentation in support of modifying the basin boundary. After careful consideration, I concur with the findings in the *Summary of the Requested Modification* and the letter report prepared by Burkhard Bohm (Professional Geologist).

Please call with any questions or comments – 530.283.6493.



Andrew Hammond, PE | F.A.S.E.
Associate Engineer
Plumas County, California

Summary of Requested Modification

Plumas County, as one of the GSA's for Sierra Valley Basin (5-012.01), requests a scientific modification to the external basin boundary. The Department of Water Resources included a small island of alluvial-type material that is outside and disconnected from the northwest corner of the main basin within the delineated territory of the basin. Examination of the larger scale geologic mapping, well completion reports, and satellite imagery indicate that this isolated "island" area was not accurately mapped in smaller scale mapping efforts that were used to delineate Sierra Valley for Bulletin 118. The modification request proposes to remove the isolated "island" area from the official delineation of the Sierra Valley Basin.

The area does not meet the Bulletin 118 criteria used to map groundwater basins and it is not part of the Sierra Valley Groundwater Basin. Only the east side of the isolated "island" area has any hydrologic connection to the Sierra Valley Basin. Surface flow from Grizzly Creek flows from the isolated "island" area, across non-basin area, into the far northwestern corner of the basin as Grizzly Creek and the Sierra Valley Basin both discharge into the Middle Fork Feather River. If any subsurface flow exits the isolated "island" area and enters the main Sierra Valley Basin, it only commingles with the basin groundwater as both discharge into the Middle Fork Feather River at the terminal end of the basin. No management actions in the isolated "island" will impact groundwater conditions in the main area of the Sierra Valley Basin, and no management actions in the main area of the basin will impact groundwater water conditions in the isolated "island" area. Therefore, removing this area from the basin will not impact sustainable management of the Sierra Valley Basin. It will, however, improve the GSAs ability to focus monitoring and management efforts in the actual basin area.

Description of Geologic Setting

In 1963 the Department of Water Resources released Bulletin 98, Northeastern Counties Groundwater Investigation. A 1:126,720 scale geologic map of the Sierra Valley Basin area was completed and released as part of Bulletin 98. This mapping effort was much more detailed and area-specific than the smaller-scale, regional or statewide mapping that was used to delineate the current basin boundary. Evaluation of Bulletin 98 area-specific geologic mapping, and satellite imagery indicates that the isolated "island" area delineated within the Sierra Valley Basin actually consists of two separate creek drainages, Grizzly Creek to the east and an unnamed drainage to the west. The creek drainages are separated by an elevated ridge. (Figures 1, 2, & 3)

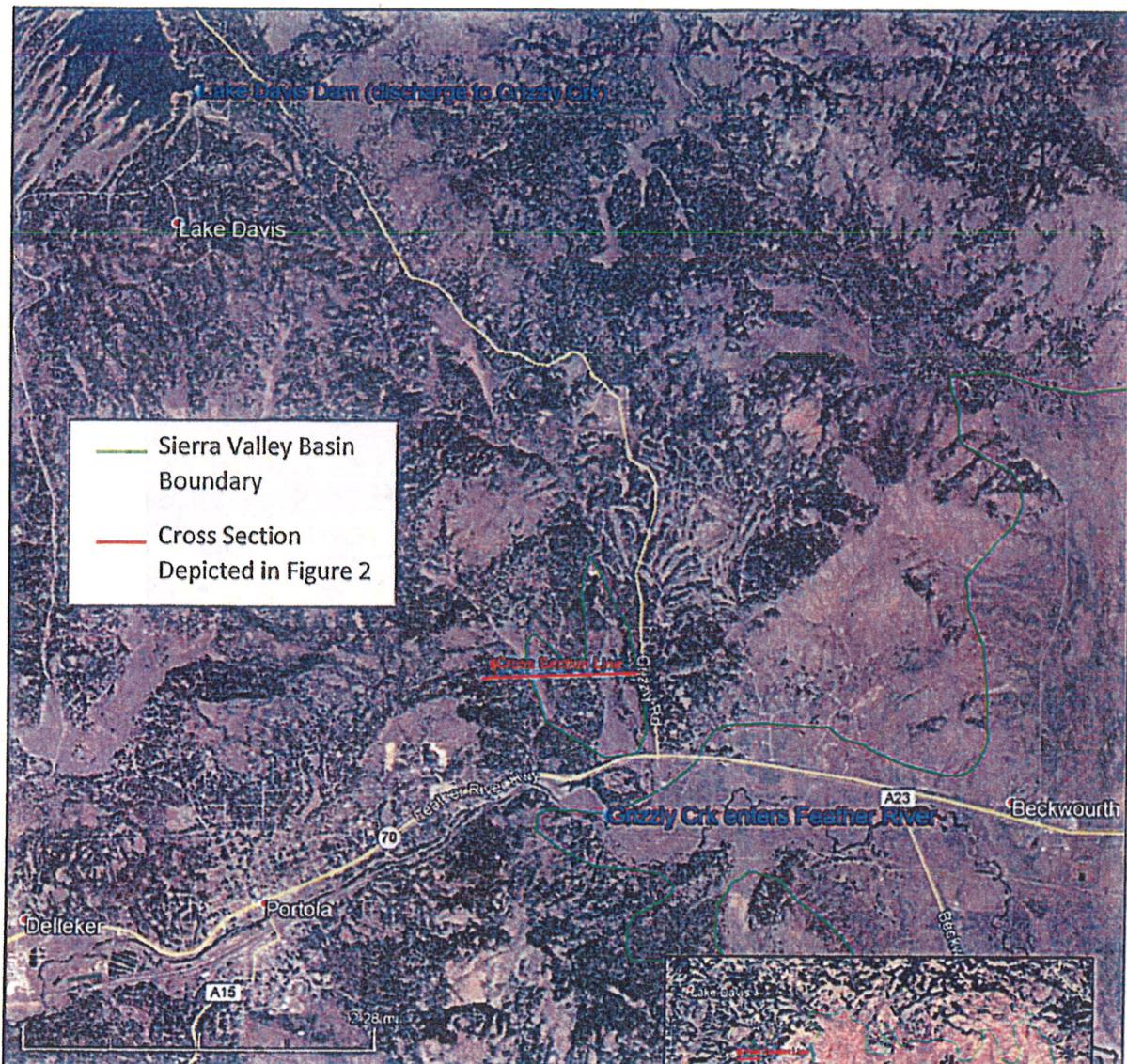


Figure 1. Map of northwest portion (above) and the entire (right) Sierra Valley Basin as defined in Department of Water Resources Bulletin 118 (2016). (Google Earth)

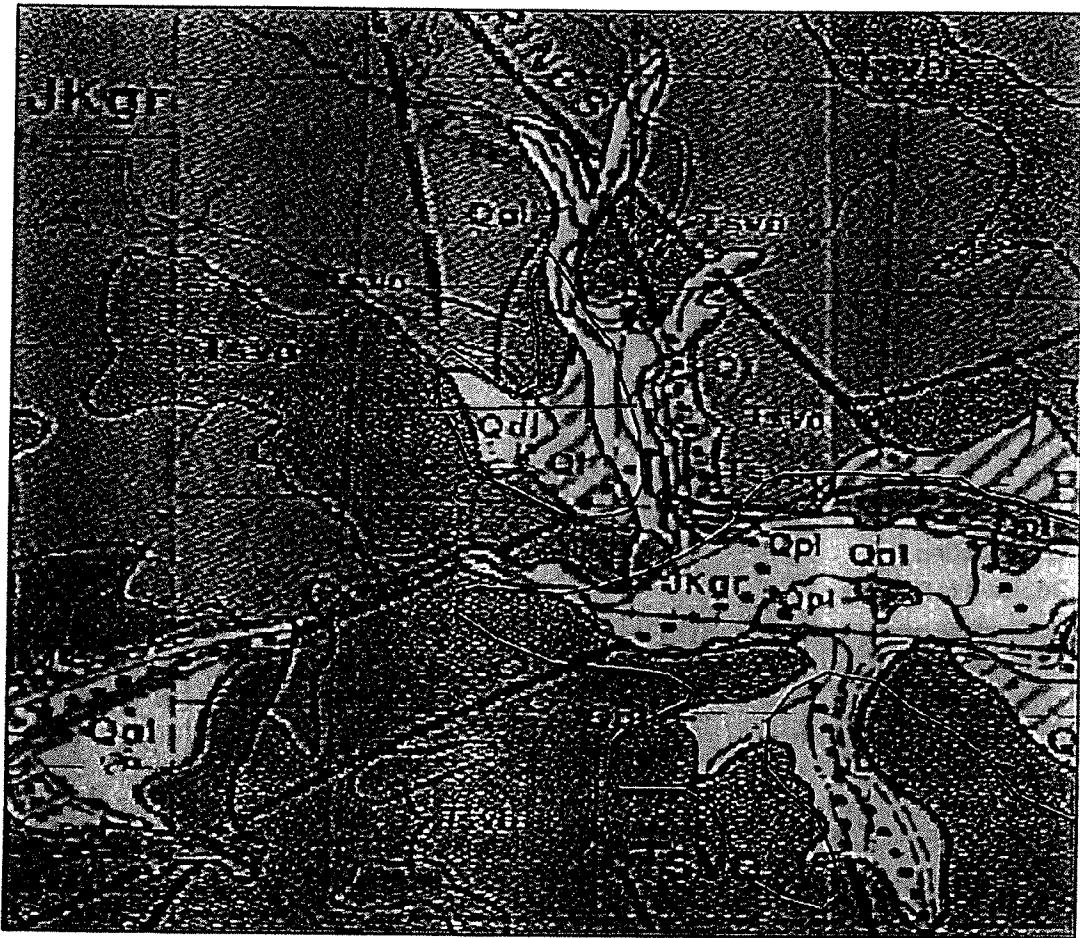


Figure 2. Geologic Map from DWR Bulletin 98 of northwestern portion of the Sierra Valley Basin. Red line indicates the location of the cross section diagram, Figure 3.

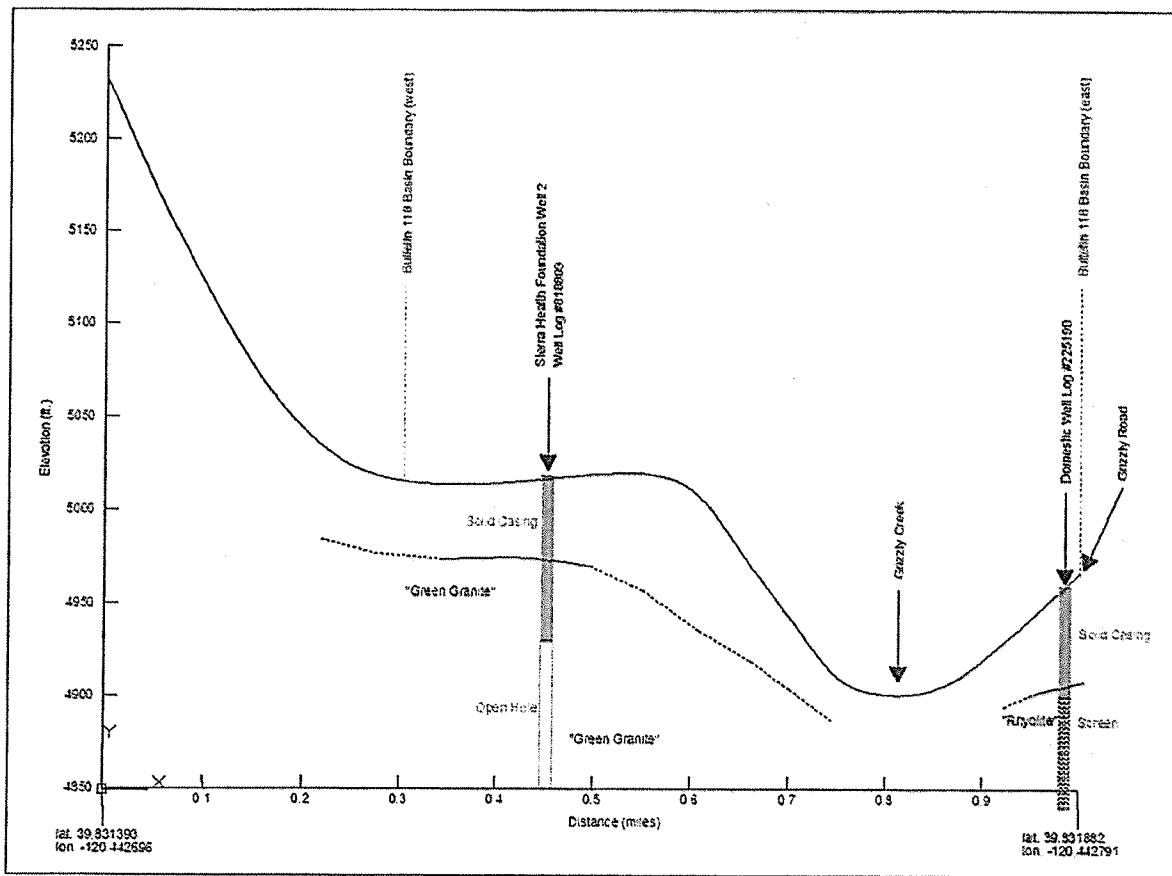


Figure 3. Cross section diagram of the subsurface geology as described on well logs along the line depicted on Figures 1 and 2.

Examination of the drainage via satellite imagery through Google Earth, indicates the unnamed western drainage does not discharge into the Sierra Valley Basin and, therefore, has no hydrologic connection to the basin. (Figure 4)



Figure 4. Map of northwest portion Sierra Valley Basin showing the separate drainages (Grizzly Creek on the east and an unnamed drainage on the west) that were incorrectly mapped as part of the Bulletin 118 Sierra Valley Basin. (Google Earth)

Grizzly Creek discharges from the dam gates at Lake Davis and flows southward through a deep and narrow canyon until it enters the northern boundary of the delineated isolated “island” area where the drainage gradually widens and flattens into a meadow. Surface flow from Grizzly Creek exits the area delineated in the isolated “island” area, flows across non-basin area, enters the far northwest corner of the delineated Sierra Valley Basin, “skirts” the main basin boundary to the west, and discharges into the west flowing Middle Fork Feather River within 2000 feet of the northwest corner of the main basin boundary. (Figure 1 and 4)

According to well log data from several wells drilled for water supply at Grizzly Creek Camp located on the ridge dividing the two drainages indicates the ridge is composed of granite. The granite was encountered at an approximate depth of 55' in three wells drilled on the property. All three wells were completed entirely within the granite for water production. The elevation of the top of the granite encountered in the wells indicates the granite stands approximately 80 feet above elevation of the meadow in the Grizzly Creek drainage. (Figure 3) The well completion report for a domestic well located on a parcel near the eastern end of the cross section line describes Rhyolite as is depicted on Figure 3, and the well is constructed to produce water solely from the hard Rhyolite formation.

No well records or subsurface data describe the nature and depth of the alluvial sediments (Qal unit Bulletin 98, Plate 17) (Figure 2) associated with the wider portion of the Grizzly Creek drainage. The Bulletin 98 geologic mapping limits the areal extent of the alluvial deposit (Qal) to the floor of the canyon, along the edges of Grizzly Creek and major tributaries. The lateral extent of the alluvial deposits (Qal) is limited by topographic relief, ridges formed by older granitic and volcanic rocks on each side of the canyon and at the southern end of the meadow. (Figure 2)

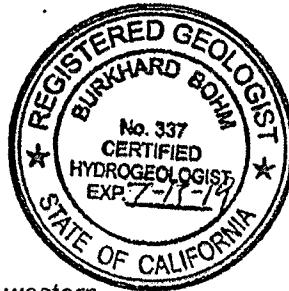
Although subsurface flow from the meadow area likely contributes a small amount of groundwater to the far northwest portion of the Sierra Valley Basin area, a survey of wells in the isolated “island” area indicates that the camps and residences are solely located along the ridges on each side of the meadow area. The wells drilled on these parcels were completed primarily within the hard rock under the ridges to gain appreciable amounts of water. (Plumas County Environmental Health’s Supporting Documentation) (Figure 3) In addition, the potential subsurface flow that may be entering the basin enters at the far northwest point of the basin where it discharges to the Middle Fork Feather River and not into the main portion of the groundwater basin to the east. No management actions in the isolated “island” area would result in changes to groundwater conditions in the Sierra Valley Basin and vice versa. (Plumas Geo-Hydrology Memo)

Plumas Geo-Hydrology
LAND AND WATER RESOURCES

P.O. Box 1922, Portola, CA 96122
tel. (530) 836-2208

December 19, 2016.

Mr. Randy Wilson, Director
Plumas County Planning Department
Quincy, CA 95971



Re: Sierra Valley Groundwater Management District, review of western jurisdictional boundaries.

Dear Randy,

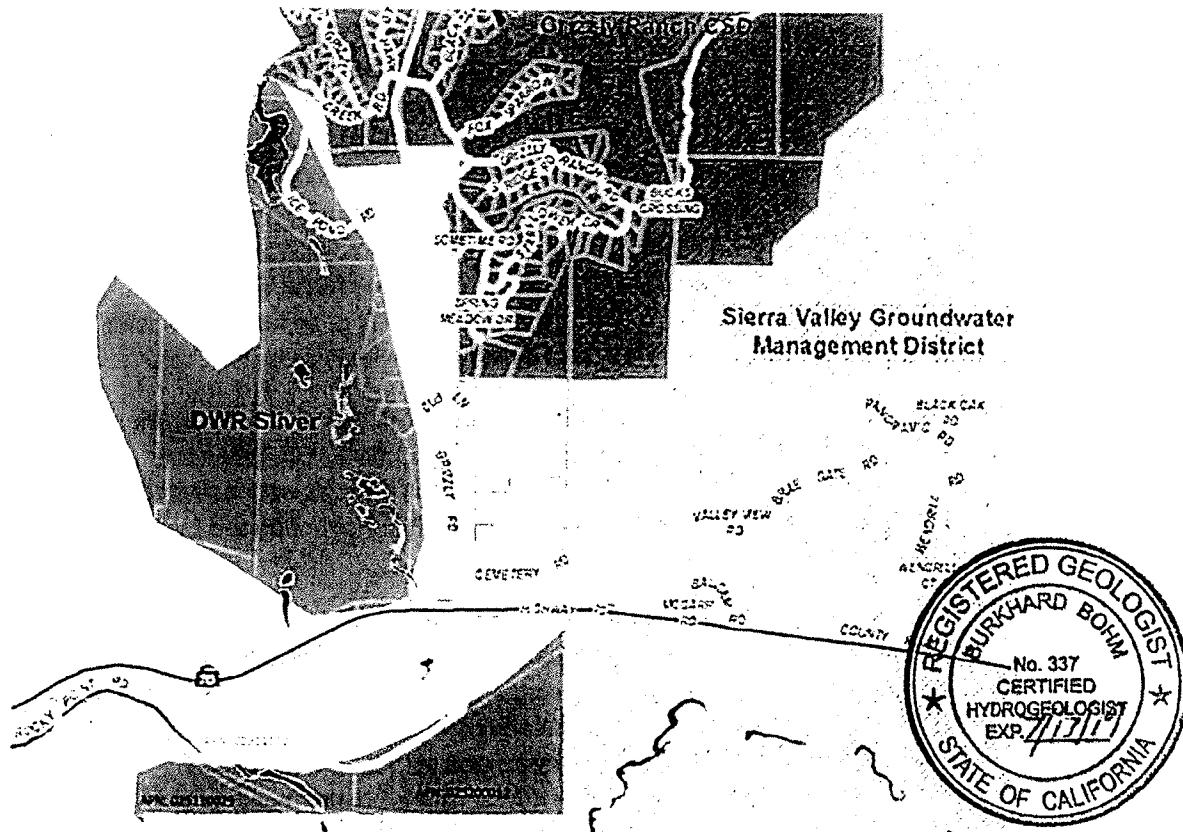
I have been asked to render an opinion about the hydrologic rationale of the western jurisdictional Groundwater Sustainability Area (GSA) boundary in the Big Grizzly Creek (BGC) area near State highway 70 (H70) of Plumas County. The issue is an area of land isolated from the larger of the Sierra Valley Groundwater Management District (SVGMD) legislative boundary and within the DWR SGMA jurisdictional area. The Grizzly Creek Basin (GCB) portion of the SGMA GSA includes areas generally referred to as the "cathead" and "sliver" shaped areas as depicted in the map below.

The DWR Sierra Valley Groundwater Sustainability Area (GSA) as described in Bulletin 118 encompasses the 118,000 acre Sierra Valley Basin that is managed by the SVGMD by state legislation and also includes an additional 455 acres of the GSA which is not included within the SVGMD boundaries. Therefore, there are multiple scales of consideration for a hydrologic rationale: the watershed scale, the sub watershed scale, and the Sustainable Groundwater Management Area (GSA) scale in DWR's Bulletin 118.

The GSA for the UMF Basin covers 118,000 acres of the Sierra Valley Basin and 455 acres in the Grizzly Creek Basin of the UMF watershed. The GCB covers 44 square miles of the 1,062 square mile Upper Middle Fork watershed. The GSA area within the GCB is 1.6% of the GCB and 0.065% of the UMF Basin. The GSA area within the SVB comprises 17.36% of the UMF Basin.

The Sierra Valley Groundwater Management District governs the portion of the GSA that is within the SVB (Sierra Valley Basin). Technically speaking, the District's existing boundaries generally follow the watershed boundaries (i.e. the ridge crest between the BGC watershed and the Sierra Valley watersheds). It is only at the confluence of the MFFR and BGC (lowest elevation points) that the SVB and the GVB are interconnected, which is at the eastern entry into Rocky Point Canyon. The groundwaters of the "sliver" and "cat head" portions of the GSA join at the same point, which is generally understood

as the beginning of the perennial drainage the Middle Fork Feather River. During summer months and multi-year droughts, surface waters of the MFFR above upstream of Grizzly Creek can become intermittent between the "steel bridge" in the Sierra Valley and the "A-23" bridge.



Hydrologically the BGC watershed is not part of the Sierra Valley Basin (SVB). The 455 acre GSA area is located in the BGC watershed, and encompasses a part of the BGC floodplain north of H70. BGC flows south along the eastern periphery of this floodplain. After crossing H70 it enters Sierra Valley, flowing further south for about $\frac{1}{4}$ mile, then turns southwest, until it discharges into the MFFR after another $\frac{1}{4}$ mile. South of H70 the stream channel flows along the western edge of the SVB, when merging with the MFFR.

Given the course of the BGC channel south of H70 and its confluence with the MFFR at the topographically lowest elevation its impact on the hydrologic balance of the SVB is for all practical purposes nil given its location and residence time in the SVB. In other words integrating that 455 acre GSA area into the jurisdiction of the SVGMD's SVB GSA area is hydrologically meaningless. It is impossible for BGC flow to affect the SVB water balance and the SVGMD's groundwater management options and responsibilities because water does not flow uphill.

Groundwater basin boundaries match surface watershed boundaries - unless additional groundwater flow enters from an adjacent watershed via a special pathway. Such a pathway conveying GW flow south has been invoked via the Hot Springs fault (HSF), in support of arguing for a boost to the hydrologic balance of a small sub-watershed inside the BGC watershed (Woodling, 1998).

Since typically the most favorable bedrock well drilling sites are near the intersection of NNW and NE striking faults, but not between such fault intersections, increased GW flow is not necessarily associated with NNW striking faults. Arguments based on groundwater table configuration, well test results and water chemistry data collected during testing, also speak against the HSF being a major pathway of GW flow (Bohm, 1998), supporting the argument that as a strike-slip and dip-slip fault (fault gouge) associated zones of high permeability are isolated, compared to NE striking faults which are extension features in Sierra Valley structural geology. Concluding, so far GW transfer from the BGC watershed into Sierra Valley has not been convincingly argued for.

Last but not least, if one decides to manage the 455 acre area based on a scientific rationale one should include the entire GVB, including Lake Davis. Yet, given the SVGMD's current management objectives and the lack of hydrologic connectivity this would be a rather arbitrary expansion of the SVGMD, which is not supported by a convincing hydrologic rationale.

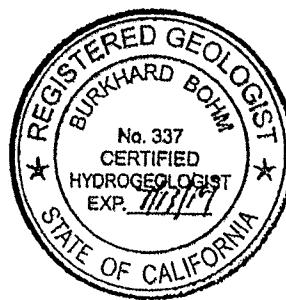
Because it is hydrologically disconnected from the SVB, integrating the 455 acre area of the GSA into the jurisdiction of the SVGMD would require establishing a separate water management unit based on Grizzly Valley hydrologic connectivity and GVB-specific land and water management. Otherwise such an addition would become an expansion to the District's jurisdiction, without a scientific basis, and without the legislated authorities and boundaries.t Alternatively, if the 455 acre area is managed as a hydrologically separate unit of the UMF GSA, then it also makes scientific sense to assess the surface and groundwater conditions for those 455 acres in terms of SGMA ranking criteria such as groundwater overdraft, land subsidence, well pumping data, water quality factors, etc.

If Plumas County forms a special GSA, specifically for the management of 455 acres under SGMA, then an evaluation of the vulnerability of groundwater water conditions for the 455 acres should be undertaken as part of future SGMA groundwater planning efforts in the UMF GSA.

I hope I was able to sufficiently explain the issue at hand. If you have any questions regarding this matter, please don't hesitate to contact me.

Sincerely yours,

Burkhard Bohm
Hydrogeologist, CCH Lic. No. 337

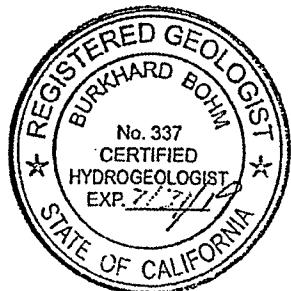


References:

Bohm B, 1998. Ground Water Resource Evaluation, Cedar Crest Development Project, Plumas County, California. Technical Summary Report. Plumas Geo-Hydrology prepared for QUAD Consultants, Sacramento. February 11, 1998.

Oberdorfer J and D Hamilton, 1999. Reevaluation of the hydrogeology of the Lake Davis – Portola Region. Leland R. Gardner & Associates, Palo Alto, CA, for Plumas County Dept. of Public Works, Quincy, CA.

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NOTICE OF PUBLIC HEARING
Election to Become Groundwater Sustainability Agency

NOTICE IS HEREBY GIVEN that, pursuant to Water Code section 10723, the Plumas County will hold a public hearing on Tuesday, March 21, 2017 commencing at 11:15 a.m. in the Board of Supervisors Board Room, Plumas County Courthouse, 520 Main St. Quincy, CA to hear comments from the public regarding Plumas County's proposed application to be the Groundwater Sustainability Agency (GSA) for the portion of the Sierra Valley Groundwater Basin outside of the area covered by the Sierra Valley Groundwater Management District (SVGMD) legal boundaries. A map of the proposed area can be viewed at <http://countyofplumas.com/index.aspx?nid=89>.

After the public hearing, the Board of Supervisors is anticipated to take a formal action to submit a notice of intent to the California Department of Water Resources to become the GSA for the aforementioned area. The notice of intent shall be posted pursuant to California Water Code Section 10723.8 and will include a description of the proposed boundaries of the Sierra Valley Basin which Plumas County intends to manage as the GSA in accordance with the Sustainable Groundwater Management Act of 2014.

Written comments may be submitted to Randy Wilson to randywilson@countyofplumas.com. Comments can be sent via US mail to: Randy Wilson, 555 Main St., Quincy, CA 95971.

Submitted to Feather Publishing, for weeks of 3/8/17 and 3/15/17