



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

10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

**AGENDA FOR REGULAR MEETING OF DECEMBER 18, 2018 TO BE HELD AT 11:00 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

11:00 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) PUBLIC HEALTH AGENCY **View Item**

Approve and authorize the Chair to sign the following amendments to the Ryan White PARTC Program; approved as to form by County Counsel:

- County of Plumas and Siskiyou County Health and Human Services Agency \$13,300
- County of Plumas and Siskiyou County AIDS Foundation \$ 7,600

B) BEHAVIORAL HEALTH

- 1) Authorize payment of \$5,674.82 to Plumas Crisis Intervention and Resource Center for October 2018 operating costs associated with Plumas County Behavioral Health Wellness Centers

View Item

- 2) Approve and authorize the Chair to sign first amendment to Agreement, not to exceed \$500,000, between County of Plumas and Native American Health Services for psychiatric services; approved as to form by County Counsel **View Item**

C) PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Amendment No. 2 to Professional Services Agreement for "On-Call Environmental/CEQA & NEPA Services for the Dyer Driver Culvert Replacement Project"; approved as to form by County Counsel **View Item**
- 2) Authorize Public Works to fill vacant, funded and allocated 1.0 FTE Maintenance Worker position, Quincy District **View Item**

D) ENGINEERING

Authorize the Engineering Department to recruit and fill vacant, funded and allocated 1.0 FTE Fiscal and Technical Assistant III position **View Item**

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. Authorize the Chair to sign a letter of response pertaining to the California Department of Water Resources October 2018 “Draft Environmental Impact Report for the Proposed State Water Project – Water Supply Contract Amendments for Water Management and California WaterFix”; discussion and possible action **View Item**
- B. Authorize the District Manager of the Flood Control District to request a loan, not to exceed \$100,000, from Plumas County to the Flood Control & Water Conservation District, for a term not to exceed one-year, to be repaid at the Plumas County pooled funds rate; and authorize the District Manager to sign all document necessary to process the loan; discussion and possible action **View Item**

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

3. DEPARTMENTAL MATTERS

A) PUBLIC WORKS – Robert Perreault

- 1) Appropriate \$100,000 from the General Fund Contingency to the Flood Control & Water Conservation District to be re-paid with interest at the Plumas County pooled funds rate, for a term not to exceed one-year; discussion and possible action; **four/fifths required roll call vote**
View Item
- 2) Authorize the Public Works Director to execute Right-of-Entry Permits in conjunction with Lindan Channel maintenance activities, Quincy; discussion and possible action **View Item**

B) SHERIFF – Greg Hagwood **View Item**

- 1) Approve budget transfer of \$1,607 from service and supply account for Narcotic Investigation 70343-526600 to fixed asset account for vehicle 70343-541500; discussion and possible action
- 2) Approve fixed asset vehicle purchase, not to exceed \$40,000, for 2018 Ford F150 from Department 70343; included in the FY 2018-2019 budget; discussion and possible action
- 3) Approve fixed asset vehicle purchase, not to exceed \$150,000, for purchase of three (3) 2018 Ford F150's from Department 70343; included in the FY 2018-2019 budget; discussion and possible action

C) COUNTY COUNSEL – Craig Settlemyre

- 1) Adopt **RESOLUTION** approving Conflict of Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County. **Roll call vote** **View Item**
- 2) Adopt **RESOLUTION** re-adopting the Conflict of interest Code for Plumas County. **Roll call vote**
View Item
- 3) Approve and authorize the Chair to sign second addendum to Legal Service Agreement between County of Plumas and Prentice, Long & Epperson, PC, extending the term of the agreement through December 31, 2019; discussion and possible action **View Item**

4. BOARD OF SUPERVISORS [View Item](#)

- A. Presentation of *Certificate of Appreciation and Recognition* of Edie O'Connor, Physician's Assistant for Public Health, thanking her for seventeen years of dedicated service to the citizens of Plumas County
- B. Presentation of *Certificate of Appreciation and Recognition* of Linda DeWolf, Registered Nurse for Public Health, thanking her for twenty-five years of dedicated service to the citizens of Plumas County
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Convene as the Plumas County Board of Equalization

- A. Continue deliberations pursuant to California Revenue and Taxations Code §1605.4 (Assessment Appeal Applications 34 through 39 – Lake Almanor Country Club)

Adjourn as the Plumas County Board of Equalization and reconvene as the Board of Supervisors

- B. Personnel: Public employee appointment or employment – County Administrator
- C. Conference with Legal Counsel: Claim Against the County filed by Roxanne Jeskey on October 2, 2018 [View Item](#)
- D. Conference with Legal Counsel: Claim Against the County filed by Jennifer McGuire on November 6, 2018 [View Item](#)
- E. Conference with Legal Counsel: Claim Against the County filed by Mountain Circle Family Services, Inc. on October 30, 2018 [View Item](#)
- F. Conference with Legal Counsel: Claim Against the County filed by Hamilton Branch Community Services District on November 19, 2018 [View Item](#)
- G. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Wagner v. County of Plumas, Eastern District Federal District Court, Case No. 2:18-cv-03105-KJM-DMC)
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBU-600154)
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBU-600008)
- J. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- K. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- L. 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, January 8, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California



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: November 20, 2018

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for December 18, 2018

Recommendation: Approve and direct the Chair to sign the following Amendments for the Ryan White PARTC Program, approved by County Counsel:

PARTC1819SCPH-A1	Siskiyou County Health and Human Services Agency	\$13,300.00
PARTC1819SCAF-A1	Siskiyou County AIDS Foundation	\$7,600.00

Background Information: As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc, and Siskiyou Counties. Plumas County Public Health Agency will continue to serve to our five county regions for the Ryan White Programs.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling and nutritional supplements.

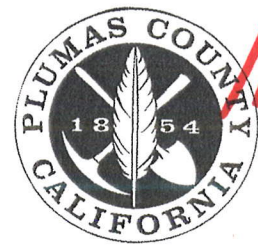
Fiscal Impact: There is no financial impact on the County General fund. The Ryan White PART C subcontracts are fully funded through the Health Resources and Service Administration (HRSA). The funding is included in the approved County Budget as follows: Budget Unit 70559 (HRSA) line item 521900 (Professional Services).

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

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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



Tony Hobson, Ph.D., Director

Date: December 6, 2018

To: Honorable Board of Supervisors

From: Tony Hobson, Behavioral Health Director 

Agenda: Consent Item for December 18, 2018 BOS Meeting

Item Description: Approve and authorize payment of an invoice in the amount of \$5,674.82 to Plumas Crisis Intervention and Resource Center for October 2018 operating costs associated with Plumas County Behavioral Health Wellness Centers

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize payment of an invoice in the amount of \$5,674.82 to Plumas Crisis Intervention and Resource Center for the Plumas County Behavioral Health Wellness Centers October 2018 operating expenditures.

Background and Discussion: Plumas County Behavioral Health staff provide clinical services, wellness activities, and resource support at the Chester and Greenville Wellness Centers.

PCIRC continues to pay costs associated with the Wellness Center operations in Chester and Greenville, including rent, utilities, phones, and consumables.

No General Fund monies will be used for this purpose, and it is funded solely using Mental Health Services Act (MHSA) Community Services and Supports (CSS) monies. These costs are included in the MHSA FY18-19 budget.

Thank you.

Invoice

PCI Resource Center
591 W. Main Street
Quincy, CA 95971
283-5515

Date of Invoice: December 3, 2018

Billed to:
Plumas County Behavioral Health 270 County Hospital Road, Suite #109 Quincy, CA 95971
283-6307

Period	Item	Description	Amounts
10/1/18 – 10/31/18	Wellness Interim	Location Costs for Chester and Greenville Wellness Centers	\$5,674.82
Total			\$5,674.82

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES


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

Director Tony Hobson, Ph.D.



DATE: December 7, 2018

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director 

SUBJECT: Approve and Authorize 2018/19 Native American Health Services First Amendment to Agreement.

Recommendation

It is respectfully requested that the Board of Supervisors approve and authorize an amendment to increase the Native American contract amount to \$500,000.00

Background and Discussion

The increase to this contract is a result of the Network Adequacy Certification requirement of the Department of Health Care Services. It has been determined that our contract is insufficient in to adequately address the psychiatric needs of Plumas County Residents. The Department of Health Care Services determined that we need to increase the availability of psychiatric time based on population size and mental illness prevalence rates.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the December 18, 2018 meeting of the Plumas County Board of Supervisors

Date: December 7, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: **Approval of Amendment No. 2 to Professional Services Agreement for "On-call Environmental/CEQA & NEPA Services for the Dyer Drive Culvert Replacement Project"**

Background:

The Department of Public Works requires qualified environmental specialists to provide professional services in the areas of biology, botany, and archaeology in preparing technical studies and permit applications for submittal to State and Federal resource agencies for maintenance and construction projects in order to assure compliance with applicable State and Federal regulations.

As part of the Dyer Drive Culvert Replacement Project, Stantec proposes to:

Base Task: Prepare Biological Resources Assessment

Optional Tasks:

1. Complete Section 1602 – Streambed Alteration Agreement Notification
2. Conduct Wetland Delineation
3. Conduct Botanical Survey
4. Prepare Clean Water Act Section 401 Water Quality Certification Application
5. Prepare Clean Water Act Section 404 Nationwide Permit Notification

This Agreement gives permission for Stantec to provide environmental services support to Plumas County up to \$27,419.60, if all optional tasks are found to be necessary by the Department. The work scheduled to be performed by this Agreement will be funded by a State Cooperative agreement with Caltrans and provides 100 % reimbursement up to \$70,000. All work performed under this agreement is included in the Department of Public Works budget under Work Order #351.

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

Recommendation by Public Works:

The Director of Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Amendment No. 2 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc. for On-call Environmental/CEQA & NEPA Services for the Dyer Drive Culvert Replacement Project in the amount of \$27,419.60.

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

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Environmental/CEQA & NEPA Services
for the
Dyer Drive Culvert Replacement Project

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 19-002 is hereby amended as follows:

Project Background

Dyer Drive is located along the east side of Lake Almanor. The culvert at Dyer Drive's road approach to State Route 147 was inadvertently damaged by Caltrans during routine maintenance activities. Caltrans, through a Cooperative Agreement with Plumas County, has paid Plumas County \$70,000 to repair this damaged culvert.

Prior to commencement of repair activities, environmental assessments and evaluations must be performed and appropriate permits secured.

This project is 100% funded through the Cooperative Agreement. Construction is expected to begin in late summer of 2019 and be completed in approximately 1 week.

Scope of Work

The Scope of Work shall include Base Task 1 and Optional Tasks 2 through 6 as set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Optional Tasks shall be performed by the consultant only after written direction to proceed issued by the Department of Public Works.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "B" and incorporated herein by this reference. The cost of the Base Task and all Optional Tasks is Twenty Seven Thousand, Four Hundred and Nineteen Dollars and Sixty Cents (\$27,419.60).

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

____ Consultants Initials

____ County Initials

Project Schedule.

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

Other Contract Provisions.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS


A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

 Deputy

County Counsel

Date: 11/9/18

CONCURRENCE BY:

County Purchasing Officer

Date: _____

CONSULTANT:
STANTEC CONSULTING SERVICES, INC.

Signature
Timothy A. Reilly, Principal

Date: _____

Signature
Wirt Lanning, Principal

Date: _____

Taxpayer ID Number – 11-2167170

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

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT
Dyer Drive Culvert Replacement Project – Environmental Services Support
October 17, 2018

EXHIBIT A
Scope of Work

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Dyer Drive Culvert Replacement Project, specifically completion of a biological resources assessment report. Optional tasks for a wetland delineation, Clean Water Act Section 401 and 404 permits (water quality certification from the Regional Water Quality Control Board and Department of the Army permit from the U.S. Army Corps of Engineers), and a Section 1602 streambed alteration agreement notification package for submittal to the California Department of Fish and Wildlife are also provided in the event the County is unable to avoid jurisdictional waters as part of the final design. The proposed project includes demolition and replacement of a damaged segment of existing 36-inch diameter corrugated metal pipe and associated pavement saw cutting to complete construction. The County is proposing to limit construction within the existing paved section of the culvert. The project is located near the eastern shore of Lake Almanor, near the intersection of State Route 147 and Dyer Drive. There is no federal funding programmed for the project. Stantec will complete the following tasks.

BASE TASK

Task 1: Prepare Biological Resources Assessment

To fully characterize biological resources present within the proposed study area and assess potential project-related impacts, Stantec will complete the following:

- Review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status species within the project vicinity (approximately 5 miles) and review an official species list obtained from the U.S. Fish and Wildlife Service (USFWS).
- Conduct a reconnaissance-level biological survey to assess the vegetative communities present on the site. The field survey will identify and map each vegetative community type, significant features (e.g., nest trees, potential jurisdictional waters), and habitats with potential to support special-status plants and animals. Information collected during the biological survey will be used to support the habitat-based assessment of special-status plants and animals with potential to occur in the study area. A preliminary review of special-status species lists (i.e., USFWS and CNDDDB) for the proposed project area and vicinity did not indicate that any federally-listed species may be present. Therefore, protocol-level or targeted surveys for wildlife are not anticipated at this time. Suitable habitats for special-status species and the location(s) of other sensitive biological resources will be mapped, using GIS software, on the base maps provided by the County.



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyer Drive Culvert Replacement Project – Environmental Services Support
October 17, 2018

- Prepare a biological resources assessment report that describes the methodology and results of the field assessment. Although no sensitive biological resources (e.g. special-status species, waters of the U.S., riparian/wetland habitats) are anticipated to occur in the project study area, if encountered, they will be discussed in the report including an assessment of potential project-related impacts and recommend mitigation measures, if necessary, designed to reduce potential impacts to a less than significant level. In addition, avoidance measures to protect nesting migratory bird species will be provided, as necessary, to demonstrate compliance with the Migratory Bird Treaty Act. The documentation will be prepared in draft form for review by the County, and in final form for submission to the CDFW along with the Section 1602 streambed alteration agreement notification package (Task 2).

Deliverables: One (1) electronic copy (PDF) of draft Biological Resources Assessment; three (3) hard copies and an electronic copy (PDF) of the final Biological Resources Assessment

Meeting(s): Not Applicable

OPTIONAL TASKS

Task 2: Complete Section 1602 Streambed Alteration Agreement Notification (Optional)

Pursuant to Section 1602 of the California Fish and Game Code, a public entity proposing an activity that will substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by the CDFW must receive a discretionary Streambed Alteration Agreement notification. Stantec shall prepare a Streambed Alteration Agreement notification application on behalf of the County for submittal to the CDFW (Region 2). The biological resources assessment will be included as an attachment. The County would be required to pay the required permit application fee to the CDFW.

Deliverables: One (1) electronic copy (PDF) of draft notification package; one (1) hard copy and an electronic copy (PDF) of the final notification package

Meeting(s): Not Applicable

Task 3: Conduct Wetland Delineation (Optional)

If necessary, Stantec will:

- Conduct a delineation of waters of the United States and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) – Sacramento District for verification in support of the Clean Water Act permitting process. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of federal jurisdictional waters (three-parameter) and state jurisdictional waters (single-parameter), including wetlands and the ordinary high-water mark of bed-and-bank features located within the study area, using methods prescribed by the Corps; and preparation of a report.
- Prepare maps, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County.



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyer Drive Culvert Replacement Project – Environmental Services Support
October 17, 2018

- Compile the results of the delineation in a report, which will be provided to the County for review and approval. The delineation report will contain background information, data sheets, and a delineation map (minimum scale of 1"=200'). Following County review and approval, the report will be finalized. At the request of County, Stantec will submit the delineation report to the Corps with a request for verification.
- If necessary, Stantec will attend a field verification meeting with Corps staff and revise the delineation map to address any comments provided by the Corps.

Deliverables: One (1) electronic copy (PDF) of draft delineation report; Three (3) hard copies and electronic copy (PDF) of the final delineation report

Meeting(s): Attendance by a Stantec wetland scientist at one (1) field meeting with a Corps representative to verify the delineation, if required.

Task 4: Conduct Botanical Survey (Optional)

If necessary, Stantec will:

- Stantec will conduct a single-visit botanical survey of the project study area during the spring of 2019. The survey will be conducted in general accordance with the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (California Department of Fish and Wildlife 2018). The timing of the survey will correspond with the blooming period (i.e., temporal period when unique floral structures are present and identifiable) for special-status vascular plant species with potential to occur on the study area. The actual survey time may vary depending on the progression of environmental parameters (e.g., rainfall and temperature patterns for this spring). The results of the botanical survey will be summarized in the biological report (Task 1) or as a separate technical memorandum depending on timing. The report will include a comprehensive list of all vascular plant species observed within the study area, including potentially-invasive species and a figure showing location(s) and acreage(s) for any special-status plant species occurrence(s) detected.

Deliverables: One (1) copy of observed plant species list

Meeting(s): Not applicable

Task 5: Prepare Clean Water Act Section 401 Water Quality Certification Application (Optional)

Any project requiring a Section 404 from the Corps must also obtain a water quality certification per Section 401 of the Clean Water Act. Stantec shall prepare and submit to the Central Valley RWQCB a request for water quality certification for the project per Section 401 of the Clean Water Act. The County would be required to pay any required fees to the State Water Resources Control Board.

Deliverables: Copies of permitting applications for signature and submittal by the County. All permitting fees will be paid for by the County.

Meeting(s): Not Applicable



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyer Drive Culvert Replacement Project – Environmental Services Support
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Task 6: Prepare Clean Water Act Section 404 Nation Wide Permit Notification (Optional)

The form of Corps Section 404 permit needed to construct the project will depend on the area of fill that is discharged into "waters of the United States" and the activities being proposed within the jurisdictional water. It is anticipated that the project can be authorized under Nationwide Permit #14 (Linear Transportation Projects). Stantec will apply the most current project design information to the jurisdictional waters mapping to determine impacts. We will complete the following permitting tasks:

- Stantec shall prepare a Pre-construction Notification (PCN) letter, which includes a wetland impact map. Detailed (i.e., permit level, project-specific) mitigation planning and design are excluded from this scope of work.
- Stantec will submit the application, along with the jurisdictional waters map, and will assist the project team with coordination with the Corps. Stantec will respond, per the County's request, to Corps comments regarding the processing of the PCN authorization.
- Preparation of an Individual Permit or Letter of Permission (LOP) application is excluded from this scope of work.

Deliverables: Copies of permitting applications for signature and submittal by the County.

Meeting(s): Not Applicable



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyer Drive Culvert Replacement Project – Environmental Services Support
October 17, 2018

EXHIBIT B Fee Schedule

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Seven Thousand Two Hundred Twenty-Eight Dollars and Seventy-Nine Cents (\$7,228.79) for the base tasks and Twenty Thousand One Hundred and Ninety Dollars and Eight-One Cents (\$20,190.81) for the optional tasks. A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the following cost spreadsheets (Base Task and Optional Tasks). Cost by task is summarized below:

Base Task	Cost
Task 1: Prepare Biological Resources Assessment	\$7,228.79
Optional Task	Cost
Task 2: Complete Section 1602 Streambed Alteration Agreement Notification	\$2,826.27
Task 3: Conduct Wetland Delineation	\$6,500.00
Task 4: Conduct Botanical Survey	\$1,500.00
Task 5: Prepare Clean Water Act Section 401 Water Quality Certification Application	\$2,364.54
Task 6: Prepare Clean Water Act Section 404 Nation Wide Permit Notification	\$7,000.00



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Dyer Drive Culvert Replacement Project – Environmental Services Support
October 17, 2018

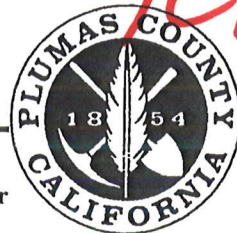
EXHIBIT C **Project Schedule**

Stantec will prepare the draft biological resources assessment report within 8 weeks following notice-to-proceed and receipt of a stable project description. The final biological resources assessment report and Section 1601 streambed alteration agreement notification package will be completed and to the County within 2 weeks of receiving County comments on the draft biological resources report. Completion schedules for the optional tasks, if required, will be negotiated at the time the County executes Stantec to complete those tasks.



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the December 18, 2018 meeting of the Plumas County Board of Supervisors

December 10, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert Perreault", is written over the printed name.

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker positions in the Quincy Maintenance District

Background:

One (1) FTE PW Maintenance Worker has resigned from the Department effective December 6, 2018.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY18/19 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker in the Quincy Maintenance District.

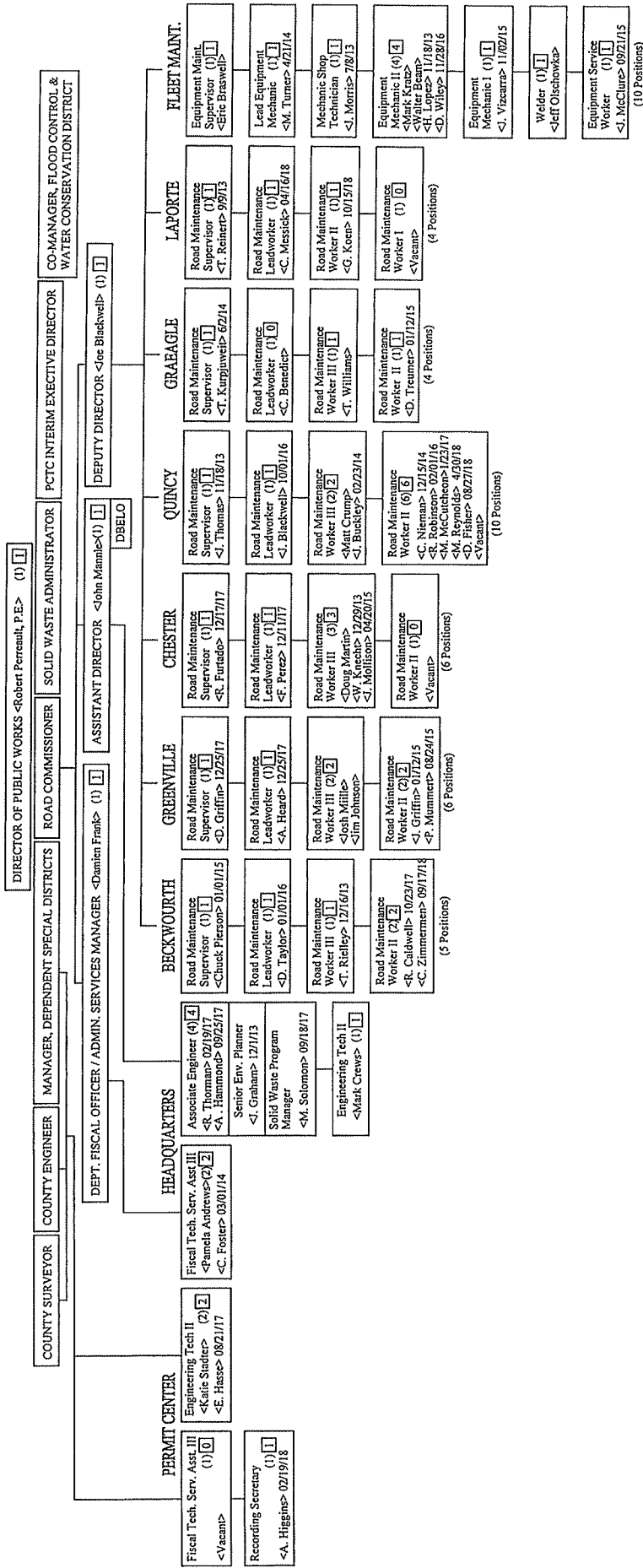
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker I/II Worker Position Quincy

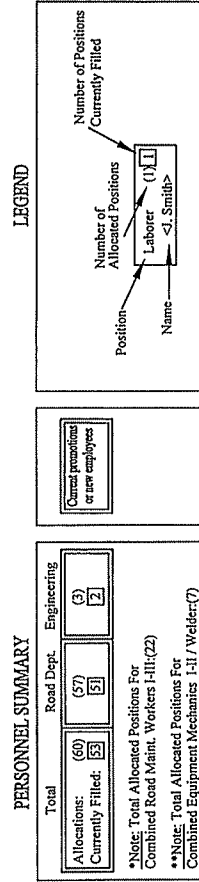
- Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.
- Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.
- How long has the position been vacant?
Effective 12/6/2018.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 18/19 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **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?
None
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

15/16	(\$1,000,000)	16/17	\$0	17/18	(\$600,000)
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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: December 07, 2018



PLUMAS COUNTY ENGINEERING DEPARTMENT
555 Main Street • Quincy, CA 95971 • (530) 283-6209 • Fax (530) 283-6134
Robert A. Perreault, Jr., P.E. County Engineer




CONSENT AGENDA REQUEST

For the December 18, 2018 meeting of the Plumas County Board of Supervisors

December 10, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer 

Subject: Authorization for the Engineering Department to fill the vacancy of One (1) FTE Fiscal and Technical Services Assistant III

Background:

Effective November 26, 2018, one (1) Fiscal and Technical Services Assistant III has resigned from the Engineering Department.

The Department is requesting to fill this vacancy.

This position is funded and allocated in the proposed FY18/19 budget of the Engineering Department.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

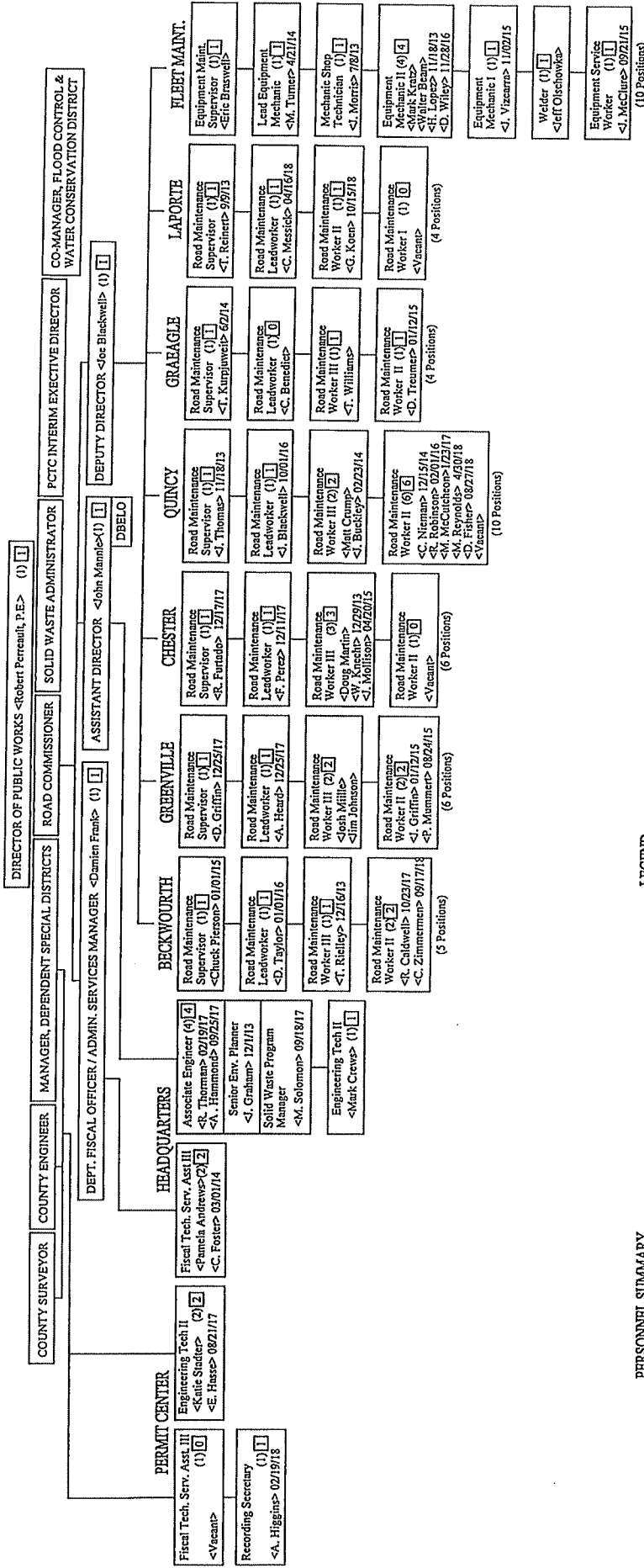
The County Engineer respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Fiscal and Technical Services Assistant III in the Engineering Department.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Fiscal and Technical Services Assistant III / Public Works Engineering

- Is there a legitimate business, statutory or financial justification to fill the position?
Fiscal Techs are the workforce for administrative services, which supports the operations unit of the Department
- Why is it critical that this position be filled at this time?
Fiscal Techs provide consistent support for the Department, and a prolonged vacancy can negatively impact the performance of the Department
- How long has the position been vacant?
As of 11/26/18.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 18/19 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? **No** If yes, provide the activity of the department's reserve account for the last three years?

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



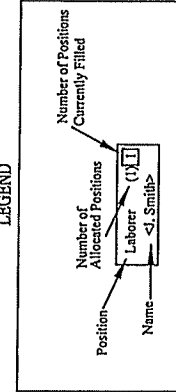
Director of Public Works
Revision Date: December 07, 2018

PERSONNEL SUMMARY

Total	Road Dept.	Engineering
Allocations: (60)	(57)	(3)
Currently Filled: (53)	(51)	(2)

*Note: Total Allocated Positions For Combined Road Maint. Workers 1-III: (22)
 **Note: Total Allocated Positions For Combined Equipment Mechanics I-III / Welder: (7)

LEGEND





PLUMAS COUNTY
FLOOD CONTROL & WATER CONSERVATION DISTRICT
C/O PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
Robert A. Perreault, Jr., P.E. *Director of Public Works and Manager, District*

AGENDA REQUEST

for the December 18, 2018 Meeting of the FC&WC District Governing Board

December 10, 2018

To: Honorable Governing Board

From: Robert Perreault, Manager
Plumas County Flood Control & Water Conservation District

Subject: Authorize the Chair of the Governing Board to Execute a Letter of Response, pertaining to the California Department of Water Resources' October 2018 "Draft Environmental Impact Report for the Proposed State Water Project Water Supply Contract Amendments for Water Management and California WaterFix"
Discussion and possible action.

BACKGROUND

The SWP Water Supply Contract Amendments and California WaterFix

The California Department of Water Resources (DWR) has proposed to amend the existing water contracts of the public water agencies that collectively participate in the State Water Project. The Plumas County Flood Control and Water Conservation District is one of the public water agencies.

The first meeting (Negotiation Meeting 1) was conducted on December 10, 2014.

In July 2015, DWR identified “WaterFix” as the preferred project alternative, replacing the Bay Delta Conservation Plan (BDCP). DWR and the 29 public water agencies intend to negotiate terms and conditions for developing proposed amendments to the SWP water supply contracts that will address allocation and payment of certain planning, engineering, construction, operation, maintenance, and environmental mitigation costs of WaterFix. The negotiations will also consider potential changes to the SWP water supply contracts for water management actions, including water transfers.

Agenda Request for the December 18, Governing Board Meeting:
Authorize the Chair to Execute a Letter of Response, pertaining to the DWR's October 2018
"Draft Environmental Impact Report for the Proposed State Water Project Water Supply Contract
Amendments for Water Management and California WaterFix"
December 10, 2018
Page 2

Contract Amendments for California WaterFix public negotiation meetings have been conducted during the 2018 Public Negotiation Meetings.

Fifteen negotiation meetings were conducted during the first half of 2018.

NEXT STEPS

Negotiations to date have led to a draft non-binding Agreement in Principle (AIP)

At the June 27, 2018 Public Negotiation Meeting, the negotiating parties agreed the AIP was *sufficiently complete* to begin the California Environmental Quality Act (CEQA) process. The AIP is the basis for the CEQA project description and tribal outreach.

Once finalized, the AIP will be submitted to the Governing Board for approval consideration.

On July 13, 2018, DWR released a Notice of Preparation (NOP), notifying the public of DWR's intent to prepare an Environmental Impact Report (EIR) consistent with CEQA requirements.

On August 7, 2018, the Governing Board of the Plumas County Flood Control and Water Conservation District commented on the July 13, 2018 NOP and voted to authorize the Chair to sign a letter of response on the NOP for submittal to DWR..

The contract amendments will not be finalized and signed until the CEQA compliance process is complete.

The DWR was the Lead Agency in the preparation of the Draft Environmental Impact Report (EIR) for the proposed State Water Project Water Supply Amendments for Water Management and California WaterFix (proposed project).

The proposed project would add, delete and modify provisions of the State Water Project (SWP) Water Supply Contracts (Contracts) to allow greater water management regarding transfers and exchanges of SWP water supply within the SWP service area; and changes in financial provisions, including methods used by DWR to recover certain costs of SWP facilities. The proposed project would not build or modify existing SWP facilities nor change each Public Water Agency's contractual maximum Table A Amounts. The proposed project is located within the SWP Service Area, which includes the water delivery facilities of the SWP and service areas of the Public Water Agencies that receive water from the SWP.

The DEIR comment opportunity is a public process. Anyone interested, including the Plumas County Flood and Water Conservation District, may comment on the Draft EIR for the proposed project. Comments must be in writing.

Agenda Request for the August 7, 2018 Governing Board Meeting:

Authorize the Chair to Execute a Letter Response to the DWR's July 13, 2018

"Notice of Preparation of an Environmental Impact Report for the Proposed State Water Project Water Supply Contract Amendments for Water Management and California WaterFix."

July 30, 2018

Page 3

A complete copy (387 Pages) of the Draft Environmental Impact Report, dated October 2018, is available for public viewing on the internet at:

<https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/State-Water-Project/Management/CalWaterFix-contract-amendment/Files/Draft-EIR-for-SWP-WSC-Amendments-Main-Text-102418.pdf?la=en&hash=D8EA773465DC6DF43D57F640C6FCCBC70877FDE4>

Attached to this Agenda Request is a copy of the "Executive Summary," as extracted from the Draft Environmental Impact Report, dated October 2018, referenced above.

Also attached is a draft response letter for consideration by the Governing Board at their meeting of December 18, 2018. The Manager of the District, the District's Consultant and County Counsel will be available to answer questions at the December 18, 2018 Meeting of the Governing Board.

RECOMMENDATION

The Manager of the District respectfully recommends that the Governing Board vote to:

Authorize the Chair of the Governing Board to Execute a Letter of Response, pertaining to the California Department of Water Resources' October 2018 "Draft Environmental Impact Report for the Proposed State Water Project Water Supply Contract Amendments for Water Management and California WaterFix."

Attachments:

1. Copy of the "Executive Summary," as extracted from the Draft Environmental Impact Report, dated October 2018.
2. Draft, Proposed Letter of Response.

EXECUTIVE SUMMARY

ES.1 INTRODUCTION

The Department of Water Resources (DWR) is proposing to implement the State Water Project (SWP) Water Supply Contract Amendments for Water Management and California WaterFix (proposed project or proposed amendment). The proposed project includes amending certain provisions of the State Water Resources Development System (SWRDS) Water Supply Contracts (Contracts). SWRDS (defined in Water Code Section 12931), or more commonly referred to as the SWP, was enacted into law by the Burns-Porter Act, passed by the Legislature in 1959 and approved by the voters in 1960. DWR constructed and currently operates and maintains the SWP, a system of storage and conveyance facilities that provide water to 29 State Water Contractors known as the Public Water Agencies¹ (PWAs).

The SWP is a complex system of reservoirs, dams, power plants, pumping plants, pipelines, and aqueducts. Precipitation and watershed runoff are stored in Lake Oroville, a reservoir behind Oroville Dam in Butte County, and is delivered via natural stream channels to the Delta and pumped into the California Aqueduct system to water agencies and districts in Southern California, the Central Coast, the San Joaquin Valley, and portions of the San Francisco Bay Area. The PWAs receive water service from the SWP in exchange for paying all costs that are associated with constructing, operating, and maintaining the SWP facilities and are attributable to water supply.

The Contracts include water management provisions for actions such as the transfer or exchange of SWP water between PWAs, as well as financial provisions including the methods used by DWR to recover certain costs associated with the planning, construction, and operation and maintenance of SWP facilities. The Contracts are substantially uniform, and the provisions reflected DWR's expectations at that time (1960s) with respect to future water demand and the planned construction of SWP components. DWR and the PWAs have made many amendments to the Contracts to

¹ The State Water Project Public Water Agencies include Alameda County Flood Control and Water Conservation District (Zone 7), Alameda County Water District, Antelope Valley-East Kern Water Agency, City of Yuba City, Coachella Valley Water District, County of Butte, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, The Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, Plumas County Flood Control and Water Conservation District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Geronimo Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Barbara County Flood Control and Water Conservation District, Santa Clara Valley Water District, Santa Clarita WA (formerly Castaic Lake WA), Solano County Water Agency, Tulare Lake Basin Water Storage District, and Ventura County Flood Control District.

address matters that have arisen over the past 55 years, including amendments in 1995 known as the Monterey Amendments.

Recently DWR and the PWAs have agreed to enter into the process for amending the Contracts to confirm and supplement certain provisions for several water management actions, including transfers and exchanges, and to address changes in financial provisions related to the costs of California WaterFix. In February 2018, DWR and the PWAs resumed the public process to negotiate the proposed amendments. This public process was initially noticed in November 2014 for cost allocation of the proposed Bay Delta Conservation Plan (BDCP). Later, DWR proposed additional alternatives to BDCP including Alternative 4A also known as California WaterFix which also became the proposed project under the California Environmental Quality Act (CEQA). In July 2017, DWR certified its Final Environmental Impact Report (EIR) for the California WaterFix, adopted Findings of Fact, a Statement of Overriding Considerations, a Mitigation Monitoring and Reporting Plan (MMRP), and issued its Notice of Determination (NOD) approving the California WaterFix. The purpose of the resumed negotiations was to address terms and conditions of water management actions related to water transfers and exchanges, and to develop terms and conditions for allocation of costs of California WaterFix for PWAs that directly benefit from California WaterFix. The negotiations led to development of a non-binding agreement in principle known as the "Draft Agreement in Principle for the SWP Water Supply Contract Amendment for Water Management and California WaterFix" (AIP) that describes the proposed project. The AIP is included as Appendix A of the Draft EIR (DEIR).

DWR determined that an EIR was the appropriate CEQA document due to the statewide importance of any proposed amendments to the Contracts, such as the proposed project. Further, as an informational document, this DEIR discloses for public and lead agency consideration potential environmental effects attributed to the proposed amendments. It is also intended to provide sufficient information to foster informed decision making by DWR.

ES.2 POTENTIAL AREAS OF CONTROVERSY AND CONCERN

In accordance with Section 15082 of the CEQA Guidelines, DWR prepared a Notice of Preparation (NOP) of an EIR and published it on July 13, 2018. DWR provided the NOP to: (1) local, State, and federal agencies; (2) local libraries; (3) city and county clerk offices; and (4) other interested parties. The NOP was circulated for comment for 30 days, ending on August 13, 2018. Responses to the NOP identified potential areas of controversy and concern to local and non-governmental interests.

During the public scoping meeting held on August 2, 2018, no participants commented on the proposed project. Two written comment letters were received during the NOP comment period: (1) Plumas County Flood Control and Water Conservation District; and (2) Natural Resources Defense Council (NRDC), Defenders of Wildlife, Institute for Fisheries Resources, and Pacific Coast Federation of Fishermen's Associations. Both letters, along with the NOP are included in Appendix B of this DEIR. General topics raised included: project segmentation issues; description of the project evaluated in the DEIR; consideration and analysis of reasonably foreseeable impacts of the project; the range of alternatives to be evaluated in the DEIR. Issues raised in response to the NOP are addressed in this EIR, as appropriate, for compliance with CEQA.

ES.3 PROJECT OBJECTIVES

DWR and the PWAs have a common interest to ensure the efficient delivery of SWP water supplies and to ensure the SWP's financial integrity. In order to address water management flexibility and to allocate costs for California WaterFix, DWR and the PWAs agreed to the following objectives:

1. Supplement and clarify terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area.
2. Provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity.

ES.4 PROPOSED PROJECT SUMMARY

The proposed project would add, delete, and modify provisions of the Contracts and clarify certain terms of the Contracts that will provide greater water management regarding transfers and exchanges of SWP water within the service area; and provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity. The proposed project would not build new or modify existing SWP facilities nor change any of the PWA's Annual Table A amounts.² The proposed project would not change the water supply delivered by the SWP as SWP water would continue to be delivered to the PWAs consistent with current Contract terms, and all regulatory requirements. More specifically, the proposed project would amend the Contracts to:

- Add, delete, modify, and clarify conditions and terms to the agreements for transfers and exchanges of SWP water among the PWAs.

² The maximum amount of SWP water that the PWAs can request pursuant to their individual water supply contract. Annual Table A amounts also serve as a basis for allocation of some SWP costs among the contractors.

- Allow multi-year transfers of SWP water between PWAs that include terms developed by the PWAs to the agreements, including quantity, duration, and compensation, and that such transfers may be packaged in two or more transfer agreements between the same PWAs.
- Clarify provisions related to the exchanges of SWP water between PWAs.
- Establish reporting requirements for transfers and exchanges of SWP water by PWAs.
- Establish terms for transfer and exchange of stored SWP water/carryover water.
- Establish California WaterFix facilities allocation factors based on PWA participation percentages to be used for repayment of planning, construction, operation and maintenance costs associated with California WaterFix.
- Identify the methods of calculating costs and repayment of costs for California WaterFix.

The proposed project is described in more detail in Chapter 4 of this DEIR.

ES.5 ALTERNATIVES ANALYSIS

As described in Chapter 7 of this DEIR, Alternatives, the focus and definition of the alternatives evaluated in the DEIR were governed by the “rule of reason” in accordance with Section 15126.6(f) of the CEQA Guidelines requiring evaluation of only those alternatives “necessary to permit a reasoned choice.” Further, an EIR “need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.” (CEQA Guidelines section 15126.6(f)(3).) CEQA Guidelines section 15126.6(a) requires every EIR to describe and analyze a “range of reasonable alternatives” that “would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project.” Alternatives to the proposed project were developed and analyzed for their ability to meet the basic objectives of the proposed project. Where alternatives were found to attain most of the basic objectives, they were included as part of the detailed analysis presented in this chapter. Where alternatives were not found to attain most of the basic project objectives or not to be within a feasible means to achieve basic project objectives, they were eliminated from further detailed consideration.

The selection and discussion of alternatives is intended to foster meaningful public participation and informed decision making. The scoping process and the Contracts negotiation process were some of the methods used to identify a range of potential alternatives that are evaluated in this DEIR.

The alternatives that were considered but rejected include:

1. Implement new water conservation management provisions in the Contracts
2. Alternative Cost Recovery Mechanisms

The following alternatives were identified for analysis in this DEIR:

- Alternative 1: No Project
- Alternative 2: Reduce Table A Deliveries
- Alternative 3: Reduced Flexibility in Water Transfers/Exchanges
- Alternative 4: More Flexibility in Water Transfers/Exchanges
- Alternative 5: Only Agriculture to M&I Transfers Allowed
- Alternative 6: Transfers and Exchanges Only after Implementation of California WaterFix

Table ES-1 presents a summary of how each alternative compares to the proposed project with respect to the impacts and the ability to meet project objectives, along with the environmentally superior alternative. A more detailed analysis is presented in Chapter 7 of this DEIR.

Alternative 1: No Project

Under the No Project Alternative (Alternative 1), DWR takes no action, and DWR and the PWAs would continue to operate and finance the SWP under the current Contracts, some of which are set to expire as early as 2035. The PWA's expiration date could be extended beyond the existing terms of the contracts (either by PWAs submitting their Article 4 letters or through the Contract extension process), enabling DWR to finance SWP expenditures beyond 2035 and continue to receive a reliable stream of revenues from PWAs for the construction, operation, and maintenance of the SWP. DWR and the PWAs would transfer and exchange water consistent with the existing water management and existing financial provisions in the Contracts.

In addition, under Alternative 1, the Contracts would not be amended to include provisions that establish the allocation of costs to south of Delta PWAs for California WaterFix. Therefore, DWR would begin including California WaterFix costs in all PWA's statements of charges under the existing Contract.

Similar to the proposed project, Alternative 1 would not build new or modify existing SWP facilities nor change any of the PWA's Annual Table A amounts or the water supply delivered by the SWP, as SWP water supply would continue to be delivered to the PWAs consistent with current Contracts terms, and all regulatory requirements.

**TABLE ES-1
COMPARISON OF ALTERNATIVES TO PROPOSED PROJECT**

	Proposed Project	Alternative 1 No Project	Alternative 2 Amending Contract to Reduce Table A Deliveries	Alternative 3 Less Flexibility in Water Transfers/ Exchanges	Alternative 4 More Flexibility in Water Transfers/ Exchanges	Alternative 5 Greater Water Management Only Agriculture to M&I Transfers Allowed	Alternative 6 Transfers/ Exchanges Only after Operation of California WaterFix
Environmental Impacts							
	No impact or LTS for all resource areas other than Groundwater Resources which is SU	Similar to or Greater	Similar to or Greater	Similar to or Greater	Similar	Similar to or Greater	Similar to or Greater
Meets Project Objectives:							
Objective 1	Yes	No	No	Yes, but to a lesser degree	Yes	Yes, but to a lesser degree	Yes, but to a lesser degree
Objective 2	Yes	No	Yes	Yes	Yes	Yes	Yes

NOTES:

LTS – Less than Significant
SU – Significant and Unavoidable

Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws.

Alternative 2: Amending Contracts to Reduce Table A Deliveries

Under Alternative 2, DWR and the PWAs would agree to amend the Contracts to provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity based on the AIP. However, unlike the proposed project, the Contracts would be amended to reduce Annual Table A amounts proportionately for all the PWAs. Due to a reduction in Table A water and without the increased flexibility to transfer and exchange Table A water, PWAs may seek alternative sources of surface water (e.g. acquisition of non-project water) to meet their water needs. Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws.

Alternative 3: Less Flexibility in Water Transfers/Exchanges

Under Alternative 3, DWR and the PWAs would agree to amend the Contracts. Similar to the proposed project, Alternative 3 would provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity based on the AIP. However, unlike the proposed project, the Contracts would not be amended to modify provisions of the Contracts and clarify certain terms of the Contracts to provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area. Some increase in flexibility of exchanges and transfers would be agreed to, but not all. In addition, unlike the proposed project, PWAs would transfer water based on cost compensation established by DWR. Also, under Alternative 3, the Contracts would not amend the text in Article 56(f) regarding water exchanges to add provisions, such as conducting water exchanges as buyers and sellers in the same year and increasing the compensation allowed to facilitate the exchanges.

Similar to the proposed project, Alternative 3 would not build new or modify existing SWP facilities nor change any of the PWA's Annual Table A amounts. Also similar to the proposed project, Alternative 3 would not change the water supply delivered by the SWP as SWP water supply would continue to be delivered to the PWAs consistent with current Contracts terms, and all regulatory requirements. Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws.

Alternative 4: More Flexibility in Water Transfers/Exchanges

Under Alternative 4, DWR and the PWAs would agree to amend the Contracts. As with the proposed project, Alternative 4 would provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity based on the AIP. However, unlike the proposed project, the Contracts would be amended to allow PWAs more flexibility in water transfers and exchanges. Similar to the proposed project, PWAs would be able to transfer carryover water in San Luis Reservoir, transfer water for multiple years without permanently relinquishing that portion of their Table A amounts, and transfer water in Transfer Packages. Similar to the proposed project, PWA would be able to transfer water based on terms they establish for cost compensation and duration, and store and transfer water in the same year. Unlike the proposed project that only allows for a single-year transfers associated with carryover water, Alternative 4 would allow transfers and exchanges to include up to 100 percent of a PWA's carryover in San Luis Reservoir and allow multi-year use of its carryover water in both transfers and exchanges. Similar to the proposed project, the proposed exchange provisions of the AIP would establish a larger range of return ratios in consideration of varying hydrology and also maximum compensation with respect to SWP charges and allow PWAs to conduct additional water exchanges as buyers and sellers in the same year.

Similar to the proposed project, Alternative 4 would not build new or modify existing SWP facilities nor change any of the PWA's contractual maximum Table A amounts. Also similar to the proposed project, Alternative 4 would not change the water supply delivered by the SWP as SWP water supply would continue to be delivered to the PWAs consistent with current Contracts terms, including Table A water and Article 21 water. Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws.

Alternative 5: Greater Water Management - Only Agriculture to M&I Transfers Allowed

Under Alternative 5, DWR and the PWAs would agree to amend the Contracts. As with the proposed project, Alternative 5 would provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity based on the AIP.

Unlike the proposed project, DWR and PWAs would amend Contract provisions to allow the transfer of Table A water only from agricultural PWAs to M&I PWAs and not change any current Contract provisions for exchanges. Transfers from Municipal and Industrial (M&I) PWAs to M&I PWAs, M&I PWAs to agricultural PWAs, and agricultural PWAs to

agricultural PWAs would not be allowed. Similar to the proposed project, PWAs could transfer carryover water in San Luis Reservoir to PWAs, transfer water for multiple years without permanently relinquishing that portion of their Table A amounts and request DWR's approval of Transfer Package; however, unlike the proposed project, these transfers would only be from agricultural PWAs to M&I PWAs. Similar to the proposed project, Alternative 5 would revise the Contract to allow the PWAs to transfer water based on terms they establish for cost compensation and duration. An agricultural PWA would be able to store and transfer water in the same year to M&I PWAs, and transfer up to 50 percent of its carryover water, but only for a single-year transfer to an M&I PWA (i.e. a future or multi-year commitment of transferring carryover water is not allowed). Under Alternative 5, the Contracts would not be amended to modify the text in Article 56(f) regarding water exchanges to include additional provisions, such as conducting water exchanges as buyers and sellers in the same year.

Similar to the proposed project, Alternative 5 would not build new or modify existing SWP facilities nor change any of the PWA's contractual maximum Table A amounts. Also similar to the proposed project, Alternative 5 would not change the water supply delivered by the SWP as SWP water supply would continue to be delivered to the PWAs consistent with current Contracts terms, including Table A and Article 21 deliveries. Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws.

Alternative 6: Transfers/Exchanges Only after Operation of the California WaterFix Facilities

Under Alternative 6, DWR and the PWAs would agree to amend the Contracts. As with the proposed project, Alternative 6 would provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity based on the AIP.

Also, similar to the proposed project, DWR and PWAs would amend Contract provisions to allow the PWAs to transfer carryover water in San Luis Reservoir, transfer water for multiple years without permanently relinquishing that portion of their Annual Table A amounts, request DWR approval of Transfer Packages. Also similar to the proposed project, Alternative 6 would revise the Contract to allow the PWAs to transfer water based on terms they establish for cost compensation and duration. A PWA would be able to store and transfer water in the same year, and transfer up to 50 percent of its carryover water, but only for a single-year transfer (i.e. a future or multi-year commitment of transferring carryover water is not allowed). Also similar to the proposed

project, PWAs would transfer water based on cost compensation established by PWAs and the Contracts would amend the text in Article 56(f) regarding water exchanges to include additional provisions, such as conducting water exchanges as buyers and sellers in the same year.

However, unlike the proposed project, Alternative 6 would amend the PWA Contracts to allow the above changes in water transfers and exchanges but they would come into effect after the commencement of operation of California WaterFix and deliveries of water using these facilities.

Similar to the proposed project, Alternative 6 would not build new or modify existing SWP facilities nor change any of the PWA's contractual maximum Table A amounts. Also similar to the proposed project, Alternative 6 would not change the water supply delivered by the SWP as SWP water supply would continue to be delivered to the PWAs consistent with current Contracts terms, including Table A and Article 21 deliveries. Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws.

Environmentally Superior Alternative

Alternative 4 would result in similar impacts as the proposed project (e.g. net deficit in aquifer volume, lowering of the local groundwater table, or subsidence in some areas of the study area). Alternatives 1, 2, 3, 5 and 6 could result in impacts similar or greater (new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project) than the proposed project. Therefore, because the proposed project and Alternative 4 would result in similar impacts and the other alternatives may result in similar or greater impacts, Alternative 4 would be the environmentally superior alternative.

ES.6 SUMMARY OF IMPACTS

The complete impact analysis is presented in Chapter 5 of this DEIR. The level of significance for each impact was determined using standards of significance presented in the technical sections of Chapter 5. Some resource topics found that the proposed project would result in no impact: hazards and hazardous materials; noise; population, employment and housing; public services and recreation; transportation; surface water hydrology and water quality; and utilities and service systems. Other resource topics found that the proposed project would result in potential impacts. Significant impacts were determined to be those adverse environmental impacts that meet or exceed the

standards of significance; and less-than-significant impacts were determined to be those that would not exceed the established standards of significance.

Table ES-2 presents a summary of the impacts identified for the proposed project and includes: (1) statement of the impact; (2) level of significance; (3) if any mitigation measures were required or available; and (4) level of significance after mitigation (if required or available).

Cumulative Impacts

As noted above, implementation of the proposed project would not result in physical environmental impacts on the following resource areas: hazards and hazardous materials; noise; population, employment and housing; public services and recreation; surface water hydrology and water quality; transportation; and utilities and service systems. Therefore, these resource areas would not contribute to a cumulative effect. Impacts associated with the remaining resource areas (aesthetics, agriculture and forest resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG, groundwater hydrology and water quality, land use and planning, and water supply) focus on four types of impacts that were identified as less than significant or potential impacts of the proposed project that could contribute to cumulative impacts with the other projects identified above. The four types of impacts are impacts to groundwater supplies, subsidence, fallowing and changes in crop patterns, energy and GHG, reservoir storage, and surface water flow above or below diversions. A summary of the cumulative impact analysis is presented below and presented in detail in Chapter 6 of this DEIR.

Groundwater Supplies

The incremental contribution of the proposed project's effect on groundwater supplies would be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects (as full implementation of the Sustainable Groundwater Management Act (SGMA) is not anticipated until 2040 or 2042). This cumulative impact would be significant.

Because SGMA is in the process of being implemented and because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, assumptions related to the ability of SGMA to mitigate any changes in groundwater levels are speculative. Therefore, because DWR has no information on specific implementation of the transfers and exchanges from the proposed project and it has no authority to implement mitigation measures in the PWA service area, the cumulative impact would remain significant and unavoidable.

**TABLE ES-2
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Significance Before Mitigation	Mitigation Measure	Significance After Mitigation
5.2 Aesthetics			
5.2-1: The following of agricultural land or changes in cropping patterns associated with increased transfers and exchanges implemented by PWAs could result in degradation of the visual character or adversely affect scenic vistas and scenic resources in the study area.	LTS	None Required.	NA
5.3 Agriculture and Forest Resources			
5.3-1: The following of agricultural land or changes in cropping patterns associated with increased transfers and exchanges implemented by PWAs could result in the conversion of agricultural land to non-agricultural uses.	LTS	None Required.	NA
5.4 Air Quality			
5.4-1: The following of agricultural land or changes in cropping patterns associated with increased transfers and exchanges by PWAs could result in changes in existing land use practices that could increase the amount of criteria air emissions.	LTS	None Required.	NA
5.5 Biological Resources			
5.5-1: The following of agricultural land or changes in cropping patterns associated with increased transfers and exchanges implemented by PWAs could change the frequency, duration, and timing of water to sensitive habitats in the study area.	LTS	None Required.	NA
5.5-2: Changes in San Luis Reservoir water levels or flows in the Feather, Sacramento, American, and San Joaquin rivers associated with increased frequency of transfers/exchanges or carryover water implemented by PWAs could change the frequency, duration, and timing of water to sensitive habitats.	LTS	None Required.	NA
5.6 Cultural Resources			
5.6-1: Changes in San Luis Reservoir water levels or flows in Sacramento, American, and San Joaquin rivers associated with increased frequency of transfers/exchanges or carryover water implemented by PWAs could result in damage or destruction of cultural resources.	LTS	None Required.	NA
5.7 Energy			
5.7-1: Changes in pumping associated with changes in transfers and exchanges implemented by PWAs could result in inefficient, wasteful, or unnecessary long-term consumption of energy or changes to hydropower generation in the study area.	LTS	None Required.	NA
5.7-2: Changes in pumping associated with changes in transfers and exchanges implemented by PWAs could result in increased energy consumption due to growth inducement that conflicts with applicable plans, policies, or regulations of local county and/or State energy standards that have been adopted for the purpose of improving energy efficiency or reducing consumption of fossil fuels in the study area.	LTS	None Required.	NA

LTS = less than significant; NA = Not applicable; PS = potentially significant; SU = significant and unavoidable.

**TABLE ES-2
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Significance Before Mitigation	Mitigation Measure	Significance After Mitigation
5.7-3: Changes in pumping associated with changes in transfers and exchanges implemented by PWAs could conflict with applicable plans, policies, or regulations of local county and/or State energy standards that have been adopted for the purpose of improving energy efficiency or reducing consumption of fossil fuels in the study area.	LTS	None Required.	NA
5.8 Geology, Soils, and Mineral Resources			
5.8-1: The following of agricultural land or changes in cropping patterns associated with increased transfers and exchanges implemented by PWAs could result in substantial soil erosion or loss of topsoil in the study area.	LTS	None Required.	NA
5.9 Greenhouse Gas Emissions			
5.9-1: Changes in pumping associated with changes in transfers and exchanges implemented by PWAs could result in an increase in GHG emissions.	LTS	None Required.	NA
5.10 Groundwater Hydrology and Water Quality			
5.10-1: The increase in groundwater pumping associated with changes in transfers and exchanges implemented by PWAs could substantially deplete groundwater supplies in some areas of the study area.	PS	None Feasible.	SU
5.10-2: The increase in groundwater pumping associated with changes in transfers and exchanges implemented by PWAs could result in subsidence in some of the study area.	PS	None Feasible.	SU
5.12 Land Use and Planning			
5.12-1: The following of agricultural land or changes in cropping patterns associated with increased transfers and exchanges implemented by PWAs could result in changes in existing land use practices that could conflict with applicable land use plans, policies, or regulations.	LTS	None Required.	NA
5.17 Tribal Cultural Resources			
5.17-1: Changes in San Luis Reservoir water levels or flows in the Feather, Sacramento, American, and San Joaquin rivers associated with increased frequency of transfers/exchanges or carryover water implemented by PWAs could result in a substantial adverse change in the significance of a tribal cultural resource.	LTS	None Required.	NA
5.20 Water Supply			
5.20-1: Changes in San Luis Reservoir water levels due to transfers/exchanges of carryover water implemented by PWAs may impact reservoir storage levels.	LTS	None Required.	NA
5.20-2: Changes in transfers or exchanges implemented by PWAs could impact rate and timing of flows in the Feather, Sacramento, American, and San Joaquin rivers.	LTS	None Required.	NA

LTS = less than significant; NA = Not applicable; PS = potentially significant; SU = significant and unavoidable.

Subsidence

The incremental contribution of the proposed project's effect on subsidence would be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects (as full implementation of SGMA is not anticipated until 2040 or 2042). This cumulative impact would be significant.

Because SGMA is in the process of being implemented and because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, assumptions related to the ability of SGMA to mitigate any changes in groundwater levels or related subsidence are speculative. Therefore, because DWR has no information on specific implementation of the transfers and exchanges from the proposed project and it has no authority to implement mitigation measures in the PWA service area, the cumulative impact would remain significant and unavoidable.

Fallowing and Changes in Cropping Patterns

The incremental contribution of the proposed project's effects on aesthetic resources, agricultural resources, criteria air emissions, biological resources, cultural and tribal cultural resources, soil erosion and loss of top soil, conflicts in land use as a result of fallowing and changes in cropping patterns would not be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects. This cumulative impact would be less than significant and no mitigation is required.

Energy and GHG

The incremental contribution of the proposed project's effects on energy and GHG would not be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects. This cumulative impact would be less than significant and no mitigation is required.

San Luis Reservoir Storage

The incremental contribution of the proposed project's effect on water supply, cultural or tribal resources, or special-status fish or terrestrial species as a result of changes in San Luis Reservoir storage would not be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects. This cumulative impact would be less than significant and no mitigation is required.

Flows above or below Point of Diversions

The incremental contribution of the proposed project's effect on water supply, cultural or tribal resources, or special-status fish or terrestrial species as a result of changes in flows above or below point of diversions would not be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects. This cumulative impact would be less than significant and no mitigation is required.

Growth Inducement***Direct Growth Inducement Potential***

Because the proposed project would not build new facilities or modify existing facilities, no housing is proposed as part of the project or required as a result of it, nor would the project provide substantial new permanent employment opportunities. Therefore, the proposed project would not result in direct growth inducement.

Indirect Growth Inducement Potential

Because the proposed project would not result in the construction of new or modification of existing water supply storage, treatment or conveyance facilities it would not remove an obstacle to growth associated with water supply.

Proposed transfer and exchange provisions would provide the PWAs with increased flexibility for short-term and long-term planning of their SWP water supplies. More frequent transfer and exchange of Table A and Article 21 water would increase the reliability of SWP supplies for M&I PWAs that could support additional population in jurisdictions within the M&I PWA service areas. However, while with the proposed amendments transfers and exchanges could be more frequent and longer in duration, they would not be a permanent transfer of a PWAs Annual Table A amounts; therefore, it would not represent a viable long-term source of urban water supply to support additional unplanned growth. Therefore, the proposed amendments would not result in additional water supply that could support growth over what is currently planned for in those jurisdictions and the proposed project would not result in indirect growth inducement.

Cities and counties have primary authority over land use decisions, and water suppliers (such as the PWAs) are expected and usually required to provide water service if water supply is available. Approval or denial of development proposals is the responsibility of the cities and counties in the study area and not DWR. Availability of water is only one of the many factors that land use planning agencies consider when making decisions about growth.

Furthermore, cities and counties are responsible for considering the environmental effects of their growth and land use planning decisions (including, but not limited to, conversion of agricultural land to urban uses, loss of sensitive habitats, and increases in criteria air emissions). As new developments are proposed, or general plans adopted, local jurisdictions prepare environmental compliance documents to analyze the impacts associated with development in their jurisdiction pursuant to CEQA. The impacts of growth would be analyzed in detail in general plan EIRs and in project-level CEQA compliance documents. Mitigation measures for identified significant impacts would be the responsibility of the local jurisdictions in which the growth would occur. If identified impacts could not be mitigated to a level below the established thresholds, then the local jurisdiction would need to adopt overriding considerations.



PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT
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Jeff Engel, Chair, Governing Board

Robert A. Perreault, Jr., District Manager

December 18, 2018

To: Mr. Ted Alvarez, State Water Project, Analysis Office

Department of Water Resources

P.O. Box 942836

Sacramento, CA 94236.

By e-mail to: ted.alvarez@water.ca.gov and cwf_amendment@water.ca.gov

To: Cassandra Enos-Nobriga, Executive Advisor , State Water Project

Department of Water Resources

1416 Ninth Street, Room 1148-3

P.O. Box 942836

Sacramento CA 95814

By e-mail to: ContractAmendment_comments@water.ca.gov

RE: State Water Project

Water Supply Contract Amendments for Water Management and California WaterFix

Dear Mr. Ted Alvarez and Ms. Cassandra Enos-Nobriga:

Introduction and Background:

Plumas County Flood Control and Water Conservation District (Plumas) is one of 29 State Water Project Contractors, now called Public Water Agencies (PWAs).

Plumas has participated actively in the development of CEQA and the public negotiations among SWP PWAs leading to the Notice of Preparation (NOP) for both the Contract Extension Project (CEP) and the California Water Fix (CWF). Plumas has provided comments on the Draft Environmental Impact Reports (DEIRs) and also the Agreements In Principle (AIPs) for both the DEIR for the CEP and for the NOP for the CWF.

Plumas intends to sign the AIP for the CWF. Plumas supports the AIP for the CWF because it specifically exempts the North of Delta Public Water Agencies (PWAs), including Plumas, from all CWF costs (with the possible exception of blended power rates.) The AIP for the CWF also includes new water management tools to enable SWP PWAs downstream of DWR's Oroville Reservoir that sign both the SWP CEP AIP and the CWF AIP to better cope with the real potential for more unreliable water exports from the Delta despite the additional exports enabled by the CWF.

Plumas continues to oppose the DWR's sequencing and piecemealing of the three CEQA documents relating the California WaterFix (CWF) and the Contract Extension Project (CEP). These partial CEQA analyses are the Final EIR/EIS for the BCDP now the CWF, the Final Impact Report for the Contract Extension Project (CEP FEIR) and the Draft Environmental Report for the California WaterFix, the CWF DEIR .

Plumas incorporates DWR's CEP FEIR "Responses to Comments" and the economic analysis used by DWR to determine positive economic benefits of the CWF into our comments for the CWF DEIR. Plumas brings old and new information together to reiterate past concerns raised by Plumas that are now heightened by new information that has become available after the CWF Notice of Preparation (NOP) and that are not yet incorporated into the FEIR for the CWF. The Plumas Comments on the NOP for the CWF DEIR are incorporated herein for reference.

As we describe in our comments below, DWR's failure to incorporate new information into the DEIR for the CWF undermines DWR's obligation as the Lead Agency for the CEP and CWF CEQA processes to uphold *"the statutory requirement and the significance of this obligation to the financial integrity of the State Water Project..." (CEP FEIR, p. 2-25)* Plumas provides new information and links this new information to the financial integrity of the SWP and the equitable cost allocation for the CWF. Plumas requests that DWR acknowledge that in the face of these uncertainties DWR must look at the whole project. because portioning and sequencing the DEIR for the CWF creates real risks for the financial stability of the SWP and long-term affordability inequities among SWP PWAs, which are DWR's Project Objectives for the CWF DEIR.

Plumas appreciates that DWR notes in the "Response to Comments" in the CEP FEIR that DWR relies on, *"the statutory requirement and the significance of this obligation to the financial integrity of the State Water Project..." (CEP FEIR, p. 2-25)* as DWR exercises its agency discretion on the scope and timing of CEQA analyses and certifications.

"DWR and the PWAs have a common interest to ensure the efficient delivery of SWP water supplies and to ensure the SWP's financial integrity. In order to address water management flexibility and to allocate costs for California WaterFix, DWR and the PWAs agreed to the following objectives:

- (1) *Supplement and clarify terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area.*
- (2) *Provide a fair and equitable approach for cost allocation of California WaterFix*

Plumas recommends that the CWF FEIR describe the whole project as presented by DWR Director Karla Nemeth in testimony to the Joint Legislative Committee on the September 11, 2018, "Karla Nemeth starting 1:10:27 to 1:13:43: Senator Pan: "I do not hear an answer to my question." Director Nemeth, "Yes, we will use these amendments to finance WaterFix...We have a category in our existing contracts that describes the ability of the Department to fund projects in the Delta including delta facilities and that would include WaterFix.

<https://www.senate.ca.gov/mediarchive/default?title=&startdate=09%2F11%2F2018&enddate=&=Search>

Although CEQA does not require economic analysis, the positive economic benefits described in the EIR/EIS for the CWF are nonetheless important findings for securing bond financing for the CWF. Therefore the whole project properly includes new information about the increasingly uncertain economic benefits of the CWF that are now available by incorporating predicted environmental changes, changing water management priorities by federal water contractors and purveyors, and pending actions by State and Federal Agencies into the FEIR for the CWF. In summary these new uncertainties include:

- (1) Predicted significant decreases in inflows to the Central Valley Project's Shasta Reservoir and the SWP Oroville Reservoir in the **4th Climate Assessment** published in late October 2018,
- (2) New federal priorities for increased exports from the Delta to the San Luis Reservoir for the benefit of CVP Contractors becomes available from the **US Bureau of Reclamation COA letter** in August and further federal policy directives released in November 2018,
- (3) The inability of the CWF in November of 2018 to obtain commitments by the federal government for this funding year for **WWFIA loans** of up to 49% of the latest 19.9-billion-dollar debt estimate for the CWF.
- (4) Uncertainty about the future carry over storage and operations at the SWP Oroville Reservoir in the face of an **insufficiency determination made public by the Federal Energy Regulatory Commission (FERC)** regarding DWR's dam safety repairs at Oroville in FERC's October 2018 letter to DWR.
- (5) Uncertainties about the regulatory responses to the uncertainties listed above by the State and Federal agencies that in the past have responded to unavailable water supplies to the SWP by reducing export flows from the Delta to the San Luis Reservoir for both CVP and SWP Contractors. Although the **State Water Resources Control Board's July 2018 Framework for the Sacramento/Delta Update to the Bay-Delta Plan** is delayed pending further negotiations, it has not been withdrawn.

In summary, these five issues, are new information released during the period between the close of the CWF NOP comment period and the close of the comment period for this CWF DEIR.

For Plumas these five issues present new and potentially cumulatively significant financial and environmental risks heretofore unanalyzed in past environmental documents for both the CWF and the CEP, and that are currently proposed to remain undisclosed, unanalyzed and unaddressed in the CWF DEIR.*CEQA does not require DWR to analyze the proposed project {CEP} in combination with California WaterFix as part of a single project in a single EIR because: (1) the proposed project{CEP} and California WaterFix are not a reasonably foreseeable consequence of one another; and (2) the proposed project {CEP} has significant independent utility, including independent benefits and independent purposes and objectives.*"(CEP FEIR, p. 2-7).

According to DWR Director Nemeth's September 11th testimony this premise is no longer accurate. The insistence by DWR in the CWF DEIR that it has the discretion under CEQA to continue piecemealing and sequencing CEQA in the face of this new information, in effect, allows DWR to continue ignore inconsistencies in its approach to analyzing economic and environmental costs and benefits of the CWF, which in turn, undermines the fundamental basis for achieving the CWF DEIR Project Objectives for maintaining the financial integrity of the SWP and equitably apportioning costs for the CWF (and now including unnamed future SWP projects) after the certification of the CEP FEIR.

Therefore, Plumas recommends the CWF FEIR reconsider the whole project as the CWF and CEP Projects. . *"CEQA Guideline § 15378(b) sets forth a list of what the term "project" does not include. Guideline § 15378(b)(4) in the list exempts from being a "project," The creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The government's fiscal activities involved here do involve commitment to a specific project, in fact a number of projects. It is clear under the CEQA Guidelines including § 15378(b)(4) that "the creation of government funding mechanisms or other government fiscal activities" which involve commitment to a specific project or projects which may result in a potentially significant physical impact on the environment, is an activity, a "project," which must be preceded by preparation of a legally sufficient EIR. CEQA must "be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language."*

Specific Comments on the five new issues:

(1) Significant decreases in inflows to the Central Valley Project (CVP) Shasta and the Stage Water Project (SWP) Oroville reservoirs are predicted in the 4th Climate Assessment:

The 4th Climate Assessment warns that the historic patterns of inflow into the SWP's Oroville Reservoir are predicted to decline over the life of the CWF.

From the 4th Climate Assessment:

3.2.2.1 Surface-Water Supplies

The seasonal availability of surface-water supplies will change, with potentially large impacts on local to state-scale water management systems.

The impacts of a changed climate on surface water amounts and timing in the Sierra Nevada have important implications for water supplies. Observed trends towards earlier peak stream flow will likely continue through the 21st century, with peak stream flows arriving 20-40 days earlier than the mid-20th century in many rivers (Stewart et al. 2004, Fritze et al. 2011). Eventually, warming will drive snowmelt into the earliest spring and latest winter months, when the sun is not high in the sky, so that ultimately snowmelt is likely to slow (Musselman et al. 2017). Nonetheless, earlier peak stream flow will result in greater winter flows with attendant enhancements of flood risks, and less stream flow in the longer, drier summers. Declines in summertime stream flow are particularly important because California's Mediterranean precipitation regimes is such that it routinely experiences a "seasonal drought" in summer, a highly predictable dearth of precipitation during the warm seasons. is summertime drought coincides with when both natural and human communities rely on water reserves stored in snowpack or reservoirs to survive until the next wet season is when the fuels that support wild fires cure to their driest points. Thus reductions in summertime surface-water availability place the water supplies for natural and human communities at great risk, as well as elevating wild re risks.

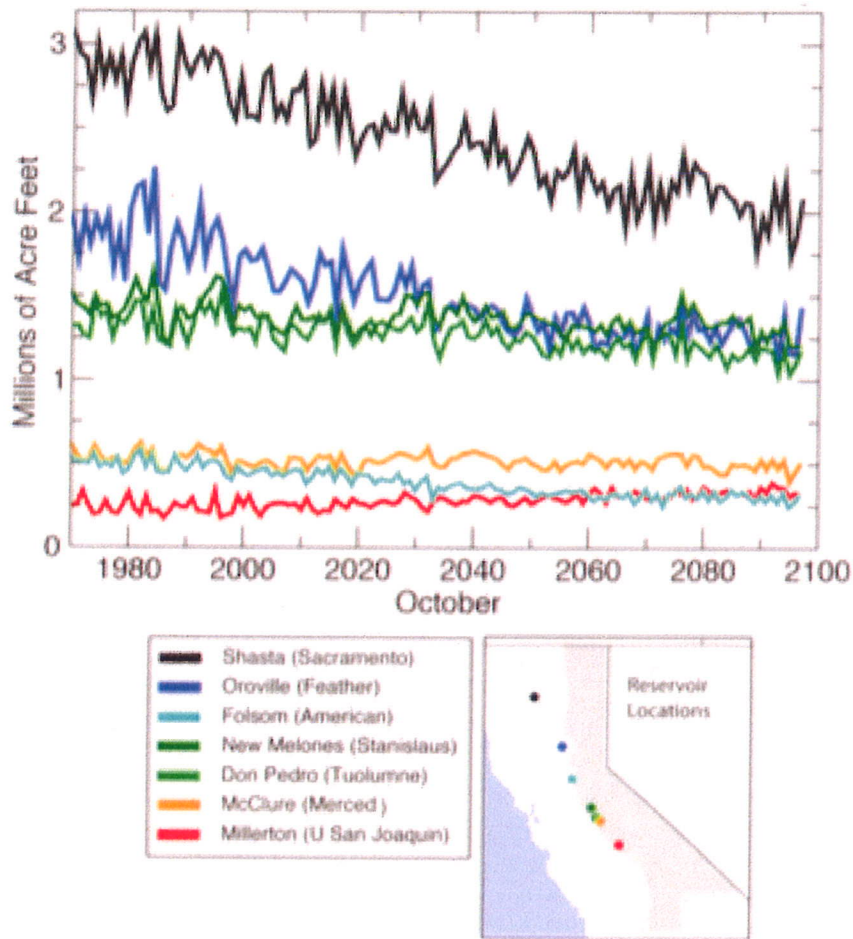
As the source of so much of California's water, management of the Sierra Nevada region's water resources is key to managing water supplies throughout the region and throughout the State. With projected changes in snowpack, snowmelt and stream flow timing (Fig. 2.8), flood risk, evaporation rates, groundwater, and upstream water uses, even the state's largest scale water-storage and conveyance systems may be challenged. Knowles et al. (in review) simulated the effects of the same 10-model ensemble of climate projections presented in Section 2 on water conditions in a modified version of the U.S. Bureau of Reclamation (USBR) and California Department of Water Resources's CALSIM II model of water- management operations by the State Water Project (SWP), USBR's Central Valley Project (CVP), and other less extensive water supplies and conveyances in the Central Valley. e amount of water stored in the major reservoirs of the western Sierra Nevada by the end of the water year (the "carryover storage") gives a useful indication of the resilience of the large- scale systems to manage long-term drought shortages.

Fig. 3.2.2 shows that, on average over projections from ten climate models responding to RCP4.5 and RCP8.5 greenhouse-gas forcings, carryover storage in the largest reservoirs (i.e., Shasta at the head of the CVP and Oroville at the head of the SWP) decline markedly, by roughly one-third over the course of this century. is decline in carryover storage will severely impact reservoir operations, limiting their capacity to ensure adequate water supply for dry years. Declines are smaller farther south, becoming almost nonexistent south of the American River basin (Folsom). Presumably, large declines in the northern Sierra Nevada reflect the dramatic reduction of seasonal storage in the snowpacks of that lower, warmer part of the range (Figs. 2.5 and 2.6). Farther south, snowpacks survive somewhat better, and constraints on reservoir releases to the San Joaquin River and water users in the San Joaquin Valley are such that reservoirs continue to serve at least this most basic of reservoir functions (carryover storage) throughout the century.

*(Source: Fourth Climate Change Assessment **Sierra Nevada Region** | 47)*

[Figure 3.2.2 follows on the next page.]

FIGURE 3.2.2



Projected end-of-water-year storages in seven major reservoirs along the western ramparts of the Sierra Nevada (see inset map), from combination of 10-model climate-change ensemble, the Variable Infiltration Capacity hydrologic model, and a modified version of the USBR/DWR Calsim II water-management model (based on data from Knowles et al., in review).

This new information becomes important for this DEIR CEQA analysis because DWR utilizes the "climate change" rationale provided by the Brattle Group in the Sunding Economic Study for five billion dollars in benefits from implementations the CWF in mitigating sea level rise in the Delta predicted for the project life of the CWF.

"DWR modeling indicates that Delta exports are highly sensitive with respect to sea level rise. A rise in sea level means more salinity intrusion from the ocean via the San Francisco Bay,

affecting the water quality of exports and requiring more fresh water to be released from upstream reservoirs to meet salinity standards. By 2100, a 2-foot sea level rise becomes a more important contributor to reduced annual south-of-Delta export than does annual inflow change, a result also shown by Fleenor et al. (2008). The DWR study published by Wang et al. (2011) concludes that sea level rise can be expected to reduce Delta exports by over 119,000 acre-feet annually by mid-century, and by over 520,000 acre-feet annually by 2100. Construction of the WaterFix would prevent these losses by giving water managers the capability to divert water directly from the Sacramento River upstream of the Delta.”

It is important to note that the inclusion of the climate mitigation benefits in the Delta creates a positive cost-benefit ratio for the CWF and without the sea level rise protection benefits, the CWF is not a cost-effective investment according to the Sunding-Battle Group’s economic analysis. It is also important to note that DWR’s only possible rationale for not including and analyzing the predicted effects of climate change on inflows to the CVP’s Shasta facility and the SWP’s Oroville facility is that this information became available after the July 2017 Certification for the California Water Fix EIR/EIS and DWR’s finding that the Sunding-Battle Group’s economic analysis is consistent with the DWR’s economic analysis guidelines.

DWR argues in the responses to comments for the Contract Extension Project (CEP) FEIR, “DWR is not avoiding the demands facing the State and the Delta with regard to these issues. As recognized in the DEIR, there are administrative and legislative efforts that address these concerns as part of other comprehensive statewide processes. This EIR does not need to address all issues facing the SWP or the Delta. DWR leaves resolution of these broader issues to other established planning, legislative and regulatory processes. CEQA Guidelines Section 15165 provides that “[w]here one project is one of several similar projects of a public agency but is not deemed a part of a larger undertaking or larger project, the agency may prepare one EIR for all projects, or one for each project, but shall in either case comment upon the cumulative effect. The California Supreme Court held that “an EIR must include an analysis of the environmental effects of future expansion or other action if: (1) it is a reasonably foreseeable consequence of the initial project; and (2) the future expansion or action will be significant in that it will likely change the scope or nature of the initial project or its environmental effects. Absent these two circumstances, the future expansion need not be considered in the EIR for the proposed project.” *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal. 3d 376, 396

Although climate change is not a consequence of the Proposed Project, it does affect the economic benefits analyzed for the Proposed Project that in turn affect the financial affordability of the Proposed Project and the financial integrity of the CWP that it becomes part of with adequate financing. Plumas asks the DWR to use the newly available science provided in the 4th Climate Assessment in the CWF FEIR to disclose and evaluate new information about a broader range of climate factors affecting SWP operations in the Delta than sea-level rise. The CWF FEIR should discuss the cumulative effect of the full range of

climate change factors on the economic benefits of the CWF as declining inflows and sea level rise affect the physical operations of the SWP over the next 85 years. For reference, economic benefits are based on the following water yields in the Sunding-Brattle Group report which may not be accurate for climate change and other factors as we discuss in further detail below.

Table 2:
Average Annual Yields (Acre-Feet) for
State Water Project and CVP South of Delta Water Service Contractors
in the 9,000-cfs SWP/CVP Scenario

	SWP Agencies		CVP Agencies
	Urban	Agricultural	
Proposed Project	1,992,232	719,733	950,923
No Tunnels	1,547,885	479,000	634,822
Incremental Yield	444,348	240,733	316,101

Source: California Department of Water Resources.

Table 3:
Average Annual Yields (Acre-Feet) for
State Water Project Contractors in the 9,000-cfs SWP Only Scenario

	SWP Agencies	
	Urban	Agricultural
Proposed Project	2,091,829	771,619
No Tunnels	1,547,885	479,000
Incremental Yield	543,945	292,618

Source: California Department of Water Resources.

(2) Federal priorities for increased exports from the Delta to San Luis Reservoir (SLR) for the benefit of CVP Contractors, and

(3) The inability of the CWF to obtain commitments by the Federal Government in this funding cycle for loans of up to 49% of the now 19.9 billion dollar debt estimate for the CWF.

In light of recent actions by the Bureau of Reclamation (BOR) and the Department of Interior (DOI) regarding the supremacy of federal water exports from the Delta it becomes difficult to argue that the CEP and CWF DEIRs are not about management and operations of the SWP and only about financing the management and operations of the SWP **because** both of the CEP and the CWF AIPs concern themselves with allocating SWP storage and deliveries from San Luis Reservoir, and especially concern themselves with carry over storage and banking provisions

and priorities in the San Luis Reservoir times of water surplus and shortage. Below San Luis Reservoir, the CEP and the CWF are interlinked by the shared SWP and CVP storage and conveyance in the South of Delta service areas and they both depend on the “common pool” of the Delta.

Specifically, Plumas argues that given new federal priorities for operations of the CVP, DWR can no longer assert that *“The lead agency has the authority and responsibility to initially frame the scope of its proposed purpose and objectives. As discussed in Response to Comment 5-11, the lead agency is free to limit its proposed objectives to the issues it wants to address and is not obligated to look at broader issues or concerns.”* (CEP FEIR, p.2-10)

In the Master Responses to the CEP FEIR, DWR states that *“CEQA does not require an agency to examine a project and objectives that are completely different from the one it has chosen to pursue. This {CEP DEIR} is not an EIR on the operation and maintenance of the SWP...The DEIR does not evaluate issues such as impacts attributed to the operation of the SWP, all of the problems facing the Delta, or activities relating to water conservation and water supply. These would continue to exist even if there were no proposed project. As a result, under CEQA, they are considered part of the baseline conditions and are not environmental impacts of the proposed project. Therefore, in the DEIR DWR is not required to mitigate or consider alternatives for impacts attributed to the on- going operation and maintenance of the SWP. (CEP FEIR, p. 2-7)*

However, Plumas asserts that that legal premise changed on August 17, 2018, when the US Bureau of Reclamation (BOR) sent a letter to DWR opening renegotiations on the Coordinated Operating Agreement (COA). The COA governs the SWP and CVP operations in the Delta and in the San Luis Reservoir. As the BOR letter states,

“There have been numerous meetings over the past two years, which have included Central Valley Project (CVP) and State Water Project (SWP) contractors. This has included considerable productive discussion and sharing of information and data through which we have learned a great deal about our respective operations as they have evolved over the years. At this point, we have concluded the Article 14(a) review process. Unfortunately, we have been unable to mutually agree on revisions to COA for maintaining conformity with the objectives and principles embodied in the 1986 COA and underlying technical studies. Absent mutual agreement on revisions needed to COA, Reclamation respectfully makes this Notice of Negotiations in accordance with Article 14(b)(2). I am designating Mr. Federico Barajas as the Lead Negotiator for Reclamation and request DWR identify their Lead Negotiator. It is suggested the respective leads immediately form their negotiating teams and proceed with negotiations within the next 30 calendar days in order to allow for satisfactory conclusion of an agreement within twelve months of the date of this letter, per COA. “

In a November 19, 2018 letter to the Delta Stewardship Council (DSC) , a coalition of environmental groups support the concerns raised by five Counties within the legal Delta by commenting that, *“The WaterFix project is a partnership between DWR and the U.S. Bureau of*

Reclamation. New, repeated declarations of federal policy to maximize exports, regardless of the consequences for the Delta, have undermined the credibility of any evidence that the Bureau of Reclamation will adhere to the Delta Plan policies, mitigation measures, and “adaptive management” for the project...Water Code § 85320(b)(2)(A) contains specific requirements for incorporation of the project into the Delta Plan including “operational requirements and flows necessary for recovering the Delta ecosystem and restoring fisheries under a reasonable range of hydrologic conditions, which will identify the remaining water available for export and other beneficial uses.” Section 85320(b)(2)(B) requires comprehensive review of “A reasonable range of Delta conveyance alternatives, including through-Delta, dual conveyance, and isolated conveyance alternatives . . .” The Delta Reform Act cannot be reasonably construed to make everything in it meaningless if the federal partner in the project should wish to maximize exports...’ The Presidential Memorandum, along with such other recent federal actions as the August 17, 2018, Secretary of the Interior Memorandum, show that it would require ignoring “practical reality” and defy common sense were the DSC to make a finding that the WaterFix Tunnels project is consistent with the policies of the Delta Plan. The project is a joint one of California’s DWR, and the U.S. Bureau of Reclamation. The federal policy is now to maximize exports regardless of the consequences for Delta water flows and Delta water quality. These critical federal documents will have to be officially noticed before any decision could be considered, let alone reached, finding consistency of the Covered Action with the Delta Plan.”

Therefore the CWF FEIR must now address the possibility that changed CVP operations will affect SWP operations in ways that could affect the ability of the SWP to store and deliver SWP water from the Delta to the San Luis Reservoir that is needed to achieve the physical benefits described for the CEP and the CWF and the economic benefits presented in the Sunding-Brattle Group economic analysis for the CWF. Delaying the release and certification of the CWF FEIR until the COA negotiations are concluded and until after the DSC issues its “Findings of Consistency” is one reasonable approach in the face of this new information.

In addition, the Delta Conveyance Finance Authority (DCFA)’s LOI seeking an initial \$1.6 billion in funding for the project’s design and construction and discussions of securing up to 49 percent of the CWF’s total eligible costs through WIFIA loans was denied for 2018. Plumas requests that the DWR delay the CWF FEIR until after DWR Capital Improvements Plan becomes available so that the public can understand the magnitude of debt associated with financing the whole project including the CWF and unanalyzed future SWP projects that the DWR is intending to finance through bonds, loans and user charges using the AIP provisions for the CER FEIR and the CWF DEIR .

(4) Uncertainty about the future carry over storage and operations at the SWP Oroville Reservoir in the face of insufficiency determinations by FERC regarding DWR’s dam safety repairs,

In October 2018 the Federal Energy Regulatory Commission (FERC) questioned the durability of

the repairs to Oroville Dam and Spillway in mega-flood events which are predicted to occur more frequently in the future in the 4th Climate Change Assessment. Although it remains unclear what FERC will require to ensure dam safety under these future circumstances, the presumption of historic carry-over storage in the SWP's largest facility is questionable given the Army Corps' existing requirement for lower carry-over storage at Oroville until safety concerns are addressed by DWR to the satisfaction of the ACOE and the FERC.

(5) Uncertainties about the regulatory responses to the uncertainties listed above by the State and Federal agencies that in the past have responded by reducing export flows

Plumas commented about the proposed revised Delta flows in the State Water Resources Control Boards' Although the **State Water Resources Control Board's July 2018 Framework for the Sacramento/Delta Update to the Bay-Delta Plan** is delayed pending further negotiations, it has not been withdrawn. As DWR comments in the CEP FEIR, *"When exporting water from the Delta, DWR must comply with all current State and federal regulatory requirements in effect at the time of the export pumping, including numerous environmental standards, laws, and regulations relating to reservoir releases and Delta inflow and outflow, Delta water quality, fish protection, environmental needs, water rights, and the needs of other users. The needs of other users include in-Delta users and the water rights of the areas of origin of Delta inflow. These requirements include applicable State Water Resources Control Board (State Water Board) orders, United States Army Corps of Engineers (USACE) permits, Biological Opinions (BiOps) and other regulatory constraints including any relevant judicial orders in effect at the time of the operation. They have established water quality and flow requirements and limits on the rate of export of water that can be pumped by the state and federal pumping plants. Therefore, compliance is included in the proposed project and all of the alternatives analyzed in the DEIR. Approval of the proposed project would not alter the SWP obligation and commitment to comply with all current and future applicable regulatory requirements, including biological opinions and water rights decisions."* (CEP FEIR, p. 2-11) Plumas Commented extensively on the NOP for the CWF DEIR that proposed changes to the Delta inflows and exports could significantly change the water timing and availability of exports from the Delta to San Luis Reservoir and that therefore extending new contracts and financing new projects under the CEQA presumptions of unchanged SWP operations is premature. Since these actions are proposed and pending, the CWF FEIR should be delayed until new regulatory effects on the financial integrity of the SWP are available for analysis. Otherwise the perception and concern by Plumas and others that premature Contract Extensions do preempt Agency and legislative authorities over SWP operations in the Delta and the SLR remains unclarified by DWR in the FEIR for the CWF.

(6) Affordability and equity cost-allocation issues: Provide a fair and equitable approach for cost allocation of California WaterFix (and other new SWP Projects).

Now that the CEP and the CWF are one project according to Director Nemeth, there are now

two inconsistent approaches for allocating new project debt identified in the CEP FEIR and in the CWF DEIR that need to be reconciled in the final CWF FEIR. The CWF DEIR AIP reaffirm the proposed PWA governance structure in the CEP FEIR whereby 80% of Contractors determine the allocation of costs for new SWP projects. The CWF AIP also specifically exempts North of Delta PWAs for CWF costs. The CEP FEIR offers no “opt out “ provisions for PWAs for future SWP projects apparently authorized with the certification of the CEP FEIR that do not see benefits for their service areas that justify incurring new SWP debt for financing new SWP projects. Plumas has commented on the inequity of this approach for PWAs without “blank check taxing authority in the CEP CEQA process and the EWF CEQA process. Plumas appreciates that DWR notes in the “Response to Comments” in the CEP FEIR, the following statement: *“Given the statutory requirement and the significance of this obligation to the financial integrity of the State Water Project, DWR does not intend to make changes to this provision and expects that the Proposition 13 exemption for prior voter approved indebtedness will continue to apply during the extended term of the Contracts.”* (CEP FEIR, p. 2-25). Herein DWR acknowledges that Contractors with “blank check” taxing authority, generally the largest state and federal water purveyors in the SWP and CVP water supply and delivery systems, are also the PWAs that now decide under the CEP FEIR AIP, who benefits and pays for new SWP projects. This creates a foreseeable “worst case” scenario as described for the five issues discussed above, where PWAs that are subject to Proposition 13 and Section 218 voting requirements may not be able to afford their full Table A deliveries if SWP operations and SWP capital improvements costs rise even as their SWP water supplies become less reliable. Over time, the PWAs with blank check taxing authority, under this worst case scenario are positioned to obtain majority shares the State Water Project because of their blank check taxing advantage. Since there is no DWR Capital Improvements Plan available, the SWP PWAs that must justify the financial benefits of additional new debt for new SWP projects on top of existing debt face very difficult circumstances given their Proposition 13 and Section 218 voting obligations. Therefore equity and AIP uniformity reasons and the need to reconcile inconsistencies for the “whole project”, now the CEP FEIR and the CWF DEIR; Plumas again requests that “opt out” provisions like those afforded in the CWF AIP be made available for financing future SWP projects that are contemplated in the Contract Extension Project AIP. Consistency is achieved for all SWP PWAs with the highest level of equitable cost allocation among PWAs for new projects through the “opt out” or exemption provisions that the CWF DEIR AIP currently affords.

Plumas -Specific Comments:

Plumas appreciates that DWR’s “Responses to Comments” for in the CEP FEIR do address some of the Plumas concerns about being forced to finance new SWP debt without an “opt out” provision in the new CEP contracts. The CEP FEIR states for that DWR will extend the current SWP Contract between the Plumas County Flood Control and Water Conservation District (Plumas) and the Department of Water Resources for another 50 years to 2085, upon receipt on an Article 4 letter from Plumas. *“The current SWP Contracts are not uniform as both Plumas*

County FC&WCD and the Empire West Side ID did not sign the Monterey Amendments and DWR honored the original contracts that they signed without a problem.” (CEP FEIR Letter 7-11, p. 160)

“Under the No Project Alternative, DWR takes no action, and DWR and the Contractors would continue to operate and finance the SWP under the Contracts to December 31, 2035. Upon receipt of Article 4 letters from the Contractors (at least 6 months prior to the existing expiration date for each Contract) the term of the Contracts would be extended beyond their current expiration dates. Under this alternative, the Contracts would not expire beginning in 2035. Water service would continue beyond 2035 to all Contractors, consistent with the Contracts including the existing financial provisions. Annual revenue and water supply cost recovery would continue consistent with the current Contracts.” Until the Contractors submit their Article 4 letters to extend their Contract expiration dates and the extended Contract expiration date is determined, DWR would not sell bonds with maturity dates past 2035 to finance SWP capital expenditures and therefore the current compression in the recovery of capital costs and the bond financing costs would be exacerbated.” (CEP FEIR, p. 2-2)....“Article 4 states that, by written notice to DWR at least 6 months prior to the expiration date of a Contract, the Contractor can elect to receive continued service after the expiration of the term under the following conditions unless otherwise agreed to: (1) service of water in annual amounts up to and including the Contractor’s maximum annual Table A amount; (2) service of water at no greater cost to the Contractor than would have been the case had the Contract continued in effect; (3) service of water under the same physical conditions of service, including time, place, amount, and rate of delivery; (4) retention of the same chemical quality objective provision; and 5) retention of the same options to use the SWP transportation facilities as provided for in Articles 18(c) and 55, as applicable. “ (CEP DEIR, p. ES-3).

In the CEP FEIR, DWR also clarifies the anticipated benefits of mingling existing debt with new SWP debt for as yet unidentified SWP Projects by identifying near term new SWP Projects: *“These benefits {of combining current debt with new debt} include the ability to continue to finance projects such as repairs to the California Aqueduct, replacement of aging pumps, generators, and other equipment and implementing low greenhouse gas (GHG) emission energy projects. Capital project that could be financed in whole or in part by the sale of longer term bonds (if available as the result of Contract extension) include: (1) reinforcing Perris Dam at Lake Perris against seismic failure and maintaining other SWP facilities to current seismic safety standards; (2) reconstructing the Ronald B Robie Thermalito pump-generating plant in the aftermath of a damaging fire to the facility; (3) implementing the Oroville hydroelectric license project; and (4) obtaining a renewed Federal Energy Regulatory Commission (FERC) license for the SWP’s southern hydroelectric plants.” (CEP FEIR, p. 2-10).*

For reference, the following these Projects are not included in the “1hh” Provisions of the Existing SWP Contracts: *“Article 1 (Existing SWP Water Supply contract) (hh) “Water System Facilities” shall mean the following facilities to the extent that they are financed with water*

system revenue bonds or to the extent that other financing of such facilities is reimbursed with proceeds from water system revenue bonds: (1) The North Bay Aqueduct, (2) The Coastal Branch Aqueduct, (3) Delta Facilities, including Suisun Marsh facilities, to serve the purposes of water conservation in the Delta, water supply in the Delta, transfer of water across the Delta, and mitigation of the environmental effects of project facilities, and to the extent presently authorized as project purposes, recreation and fish and wildlife enhancement, (4) Local projects as defined in Article 1(h)(2) designed to develop no more than 25,000 acre-feet of project yield from each project, (5) Land acquisition prior to December 31, 1995, for the Kern Fan Element of the Kern Water Bank, (6) Additional pumps at the Banks Delta Pumping Plant, (7) The transmission line from Midway to Wheeler Ridge Pumping Plant, (8) Repairs, additions, and betterments to conservation or transportation facilities existing as of January 1, 1987, and to all other facilities described in this subarticle (hh) except for item (5), <Attachment L> (9) A project facilities corporation yard, and (10) A project facilities operation center.”

Plumas thanks DWR for offering Plumas the “opt out” provision for debt from new SWP projects that is afforded by extending the existing contract with DWR and including the Plumas Amendment and the final payment to the Monterey Plaintiffs that was stipulated in the Monterey Settlement Agreement.

Thank you for the opportunity to comment.

Submitted by,

Jeff Engle, Chair
engel.dist.5@gmail.com

Governing Board
Plumas County Flood Control and Water Conservation District
and
Plumas County Board of Supervisors

- cc. Board of Supervisors, County of Plumas – pcbs@countyofplumas.com
- cc. Governing Board, Plumas County Flood Control and Water Conservation District – pcbs@countyofplumas.com
- cc. Bob Perreault, Manager, Plumas County Flood Control and Water Conservation District – bobperreault@countyofplumas.com
- cc. Randy Wilson, Director, Plumas County Planning Department – randywilson@countyofplumas.com
- cc. Craig Settlemire, County Counsel, County of Plumas – csettlemire@countyofplumas.com
- cc. Honorable Ted Gaines, Senate District 1
- cc. Honorable Brian Dahle, Assembly District 1
- cc. Bruce Alpert, County Counsel, County of Butte
- cc. Paul Gosselin, Director, Department of Water and Resource Conservation, County of Butte



2B

PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

1834 East Main Street, Quincy, CA 95971

Telephone: (530) 283-6268

AGENDA REQUEST

For the December 18, 2018 meeting of the Governing Board of the
Plumas County Flood Control and Water Conservation District

December 10, 2018

To: Honorable Governing Board

From: Robert Perreault, Manager, 
Plumas County Flood Control and Water Conservation District

Subject: 1) Authorize a request to the County of Plumas Board of Supervisors to borrow funds in an amount not to exceed one hundred thousand dollars (\$100,000.00), for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; and to authorize the Manager to request the loan, and sign any and all documents necessary, on behalf of the District to evidence the loan and receive the loan proceeds; and

2) Authorize the proceeds of the loan described above to Fund 0208 cash balance.

Four/fifths required roll call vote.

Discussion and possible action.

Background:

On September 18, 2018, the Plumas County Board of Supervisors adopted the final budget for Plumas County, which included the Plumas County Flood Control and Water Conservation District, for Fiscal Year 2018-2019.

The budget provided that the Flood Control District would end the FY2018-19 with a cash balance of \$1,512. However, since most of the revenue is expected to be received during the latter part of the current fiscal year, the District finds itself with a lack of cash balance to funds its operations in the meantime.

District staff is proposing that the District borrow funds from the Plumas County General Fund, as needed, in order to have funds available to make the necessary payments to fund continuing operations. In particular, the payments to the California Department of Water Resources for the purchase of water from the State Water Project are critical.

Recommendation:

The Manager of Flood Control and Water Conservation District respectfully recommends that the Governing Board vote to:

1. Authorize a request to the Plumas County Board of Supervisors to borrow the sum of one hundred thousand dollars (\$100,000) for cash flow purposes, for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the District Manager to request the loan and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; and
2. Appropriate the proceeds of the loan into the budget.

3A1



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

AGENDA REQUEST

For the December 18, 2018 meeting of the Plumas County Board of Supervisors

December 10, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Approve a Loan from the General Fund to the Flood Control and Water Conservation District in an amount not to exceed one hundred thousand dollars (\$100,000), to be repaid with interest at the Plumas County pooled funds rate; discussion and possible action.

Background:

The Flood Control and Water Conservation District has requested a cash flow-related loan from the Plumas County General Fund for a term not to exceed one year.

The loan will enable the District to meet its cash obligations, including paying monthly water charges to the Department of Water Resources, and other operations expenses as incurred by the District.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize a loan to the Flood Control and Water Conservation District in the amount of one hundred thousand dollars (\$100,000), for cash flow purposes, and, to be repaid with interest at the Plumas County pooled funds rate.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the December 18, 2018 meeting of the Board of Supervisors

December 10, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink, which appears to read "Robert Perreault", is written over the name in the "From:" line.

Subject: Authorize the Director of Public Works to Execute Right-of-Entry Permits in conjunction with Lindan Channel maintenance activities; discussion and possible action.

BACKGROUND

The "Lindan Channel" (as it is commonly known) is generally described as an at-grade ditch that diverts storm water in a northerly direction, from State Route 70/89 right-of-way, to a location north of Lindan Avenue in the community of Quincy. An aerial map of Lindan Channel and adjacent properties is attached.

Following research, County staff has concluded that there is no evidence to establish that either the Plumas County Flood Control and Water Conservation District ("District") or the Plumas County Department of Public Works ("Department") "owns" the Lindan Channel facility or is "responsible" for its maintenance for storm water-related drainage or other purposes.

Although the District and the County assert that the District and County have no ownership or responsibility for maintenance of the Lindan Channel, the Department recognizes it is in the County's interest to attempt to protect the County's other nearby facilities, such as the bicycle path, its appurtenant drainage structures and the nearby pedestrian/bicycle bridge, all located northerly of the Lindan Channel and Lindan Subdivision.

Following consideration of the current field circumstances, it is the conclusion of the Director of Public Works that it is in the County's interest to protect the existing County facilities located near the north end of the Lindan Channel.

Therefore, Right-of-Entry Permits will be necessary to be acquired by the Department in order to perform any maintenance activity within the Lindan Channel area. The Right-of-Entry Permits will enable the County, acting through its Department of Public Works, to perform certain inspection and storm water remediation and maintenance activities consisting of vegetation removal from the channel.

Honorable Board of Supervisors

Authorize the Director of Public Works to Sign Right-of-Entry Permits for the Lindan Channel

December 10, 2018

Page 2

Attached is a copy of the template of a Right-of-Entry Permit.

RECOMMENDATIONS

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Director of Public Works to execute Right-of-Entry Permits, as deemed necessary by the Director of Public Works.

Attachment: Location Map

Right-of-Entry Permit (template)



Location Plan of the Lindan Channel Quincy, CA

—x— Fence
— Flowline
— Property Line

Prepared By:
Plumas County
Public Works
October 29, 2018



RIGHT-OF-ENTRY PERMIT

[For Providing Vegetation Removal on Private
Property]

_____ (collectively "Owner"), hereby permits the County of Plumas, its officers, employees, agents, contractors and subcontractors ("County"), to enter upon Owner's property commonly identified as _____ Quincy, County of Plumas, State of California, Plumas Assessor's Parcel No. xxx-xxx-xxx (the "Premises"), subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

Recitals

This agreement is made with reference to the following facts and circumstances:

A. The "Lindan Channel" (as it is commonly known) is generally described as an at-grade ditch that diverts storm water in a northerly direction, from the State Route 70/89 right-of-way, to a location north of Lindan Avenue in the community of Quincy, Plumas County, California. The Lindan Channel is located along the rear property lines of the lots located along the west side of Lindan Avenue and along the east property line of Plumas County Assessor's Parcel No. xxx-xxx-xxx. For additional location, see the attached "Location Plan of the Lindan Channel," dated October 29, 2018, prepared by the staff of the Plumas County Department of Public Works.

B. Following research, Plumas County officials conclude there is no evidence to establish that either the Plumas County Flood Control and Water Conservation District ("District") or the Plumas County Department of Public Works own the Lindan Channel facility or are responsible for its maintenance for storm water-related or other purposes.

C. Although the District and the County assert that District and the County have no ownership or responsibility for maintenance of the Lindan Channel, the County recognizes it is in the County's interest to attempt to protect County's other nearby facilities such as the bicycle path, its appurtenant drainage structures and the pedestrian/bicycle bridge, all located northerly of the Lindan Channel and Lindan Subdivision. Accordingly, in this particular case, storm water-related maintenance activities within the Lindan Channel are deemed to be of benefit to the County's adjacent facilities. Therefore, the County, acting through its Department of Public Works is willing to perform certain inspection and storm water remediation and maintenance activities within the Lindan Channel as is more particularly described below, the scope and extent of which is to be solely determined by the Director of Public Works.

D. Owner is willing to permit County to enter Owner's property in order to perform such activities on the Lindan Channel.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Grant of Right-of-Entry.** Owner hereby grants County a right-of-entry ("Permit") over the Premises for the following purposes:

Inspecting the Lindan Channel where it is located upon the Premises and performing the following stormwater-related remediation and maintenance activities: removing vegetation from the drainage channel that extends from State Route 70 (Main Street) north towards the Quincy Railroad Bike Path along the rear property lines of lots located on the west side of Lindan Avenue in Quincy as depicted in the attached Map 1. Vegetation removal will employ the use of hand tools (i.e., chainsaws and landscaping power tools) to trim vegetation out of the ditch channels while leaving the cut stem/trunk, root ball, and roots intact. Most vegetation along the banks of the channel will not be cut or trimmed; however, trimming will occur in areas where bank vegetation overhangs into the ditch and obstructs drainage. Vegetation removed during the project will be stockpiled and removed by the County. Refueling of power tools (chainsaws, etc.) will occur at least 50 feet away from the drainage ditches to ensure no accidental spill of pollutants (such as fuel, oil, and grease). Heavy equipment may be utilized to remove beaver dams and to dredge sediment from the channel as authorized by the California Department of Fish & Wildlife, Army Corps of Engineers, and the California Regional Water Quality Control Board. Work will occur between October 1 and March 1. It is fully understood that this Permit does not create any obligation on the County to perform inspection, storm water maintenance activities or vegetation clearance. This right of entry includes the right to pass over other portions of the Premises by County personnel and equipment as may be necessary to gain access to and from the channel and to perform work in the area of the channel.

Such activities, if performed, will be at no cost to Owner. Owner understands that the County will not undertake such activities until this Right-of-Entry Permit is signed and returned. County retains sole discretion whether or not to perform such activities.

2. **Term.** This Permit is effective when signed by the last of the parties to sign and shall continue in effect until _____, 20__, at which time it shall expire and be of no further force or effect. Provided, however, that paragraphs 3 and 4 shall survive the expiration of this Permit.

3. **Hold Harmless.** County shall not be liable for, and Owner shall indemnify and hold *harmless* County, and any of County's officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, 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 actions arising out of this Permit, and hereby release, discharge and waive any claims and action, in law or equity, arising therefrom. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

4. **No County Assumption of Liability for Remediation.** In consideration of the

assistance County is providing to Owner under this Permit, at no cost to Owner, County assumes no liability or responsibility, and Owner shall not seek to recover from County, or any of its officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit.

5. **County's Agents.** Any person, firm, or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent, including but not limited to California Environmental Protection Agency and its contractors, National Resource Conservation Service, Cal Fire, California Conservation Corps, and California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

6. **Authority.** Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.

7. **Entire Agreement.** This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

8. **Modification.** The provisions of this Permit may not be modified, except by a written instrument signed by both parties.

8. **Partial Invalidity.** If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

9. **Successors & Assigns.** This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

10. **Notices.** Notices to the parties shall be given in writing as follows:

To County:	To Owner:
Robert Perreault, Director Plumas County Public Works 1834 E. Main Street Quincy, CA 95971 (530) 283-6268	Name Mailing Address Phone Number:

[Signatures follow on next page.]

11. **Signatures:**

For the County: County of Plumas A political subdivision of the State of California By: _____ (Signature) Robert Perreault Director of Public Works (530) 283-6268 bobperreault@countyofplumas.com Date Signed:	For the Owner: Property Address: By: _____ (Signature) By: _____ (Signature) Phone #1: Phone #2: E-mail: Date Signed:
--	---



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

3B

Memorandum

DATE: December 10, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
SUBJECT: Agenda Item for the meeting of December 18, 2018

Recommended Action:

Approve budget transfer from service and supply account for Narcotic Investigation 70343-526600 to fixed asset account for vehicle 70343-541500.

Approve a fixed asset vehicle purchase for a 2018 Ford F150 from dept 70343 not to exceed the amount of \$40,000.00.

Approve a fixed asset vehicle purchase for three (3) 2018 Ford F150s from dept 70387 not to exceed the amount of \$150,000.00.

Background and Discussion:

The Administrative & Budgetary controls require Board of Supervisors approval to transfer to/from fixed asset accounts.

The Administrative & Budgetary controls require Board of Supervisors approval to purchase fixed assets.

Vehicles are being purchased based on state bid from Ford.

These expenditures have been included in the budgets for FY 18/19.

3c1

Plumas County, California

RESOLUTION NO. 18 - _____

A RESOLUTION APPROVING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY.

WHEREAS,

- A. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,
- B. Government Code section 87303 provides that each such conflict of interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

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

- 1. The conflict of interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.
- 2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.
- 3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict of interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on December 18, 2018, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

Jeff Engel, Chair, Board of Supervisors

ATTEST:

Nancy DaForno, Clerk of the Board

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APPENDIX "A"

**RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED
OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS
COUNTY FOR BIENNIAL YEAR 2018**

Compliant Districts:

1. Almanor Recreation and Park District
2. American Valley Community Service District
3. Beckwourth Fire Protection District
4. Central Plumas Recreation and Park District
5. Chester Public Utility District - Fire
6. Eastern Plumas Rural Fire Protection District
7. Feather River Community College Cemetery District
8. Graeagle Fire Protection District
9. Greenville Cemetery District
10. Grizzly Ranch Community Service Cemetery District
11. Hamilton Branch Community Service District
12. Hamilton Branch Fire District
13. Meadow Valley Cemetery District
14. Meadow Valley Fire Protection District
15. Peninsula Fire Protection District
16. Plumas Hospital District
17. Portola Cemetery District
18. Prattville-Almanor Fire District
19. Quincy Fire Protection District
20. Quincy-La Porte Cemetery District
21. Seneca Healthcare District
22. West Almanor Community Service District

APPENDIX “B”

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2018

Non-Compliant Districts:

1. "C" Road Community Services District
2. Clio Public Utility District
3. Crescent Mills Cemetery District
4. Crescent Mills Fire District
5. Cromberg Cemetery District
6. Eastern Plumas Health Care District
7. Eastern Plumas Recreation & Park District
8. Feather River Canyon Community Services District
9. Feather River RCD.
10. Gold Mountain Community Services District
11. Graeagle Community Services District
12. Grand Jury
13. Greenhorn Creek Community Services District
14. Grizzly Lake Community Services District
15. Indian Valley Community Services District
16. Indian Valley Health Care District
17. Indian Valley Recreation & Park District
18. Johnsville Public Utility District
19. La Port Fire Protection District
20. Long Valley Community Services District
21. Mohawk Valley Cemetery District
22. Plumas County Office of Education
23. Plumas Eureka Community Services District
24. Plumas LAFCo
25. Plumas Unified School District
26. Quincy Community Services District
27. Sierra Valley Fire Protection District
28. Taylorsville Cemetery District
29. Whitehawk Ranch Community Services District

[C:\Users\MariSnyder\Documents\1 coco shared\FORMS\Conflict of Interest Codes - Special Districts\2018 District Appendix B final.doc.docx]

3C 2

Plumas County, California
RESOLUTION NO. 2018 - _____

**A RESOLUTION READOPTING THE CONFLICT OF INTEREST CODE
FOR PLUMAS COUNTY**

WHEREAS, Plumas County has adopted a Conflict of Interest Code pursuant to the Political Reform Act (Government Code Section 87100, et seq.); and,

WHEREAS, the Political Reform Act requires that local Conflict of Interest Codes be reviewed, amended, or readopted every even numbered year,

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

1. All previous resolutions adopting a conflict of interest code for the County of Plumas are hereby repealed, and are replaced by this resolution.
2. The terms of Title 2, California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix "A", in which position are designated and disclosure categories are set forth, are incorporated here by reference and are declared to constitute the conflict of Interest Code for the Count of Plumas.
3. Persons holding designated offices and positions shall file Statements of Economic Interest (Form 700) pursuant to the County's Conflict of Interest Code.
4. Plumas County Officers and Elected Officials shall file their Statements of Economic Interest with the Plumas County Clerk – Elections Division. Special District Directors and Officers shall file with the Secretary of their district. The contents of the Statement, and the proper time and manner of filing, are set forth in Gov. Code Section 18730(b)(4).

The forgoing resolution was adopted on December 18, 2018 at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:



Jeff Engel, Chair, Board of Supervisors

ATTEST:

Nancy DaForno, Clerk of the Board

APPENDIX “A”
List of those who File Form 700

A Resolution Readopting the Conflict of Interest Code for Plumas County

Disclosure Categories for Designated Employees and Consultants

Officials listed in CA Government Code § 87200 shall make disclosures pursuant to CA Government Code § 87202 -87210.

County employees shall make disclosures as listed in the Categories numbered 1 - 4 below.

Consultants and Contractors shall make disclosures in Category 1 or 2 based on the degree to which the consultant would be engaged in financial decision making.

Boards and Commissions listed below shall develop Conflict of Interest Policies consistent with the applicable code and make disclosures as specified.

Administration

County Administrator	Govt Code § 87202 -87210
Risk Manager	1
Assistant Risk Manager	1
ADA Coordinator	1

Agriculture

Agricultural Commissioner / Sealer of Weights & Measures	1
--	---

Airports

Director	1
Airport Managers	1

Airport Land Use Commission

Disclosure Category

Conflict of Interest Policy	Public Utility Code § 21672
Commissioners	1

Animal Control

Animal Control Supervisor	1
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Assessor

Assessor	1
Assistant County Assessor	1

Auditor-Controller

Auditor-Controller	1
Assistant Auditor – Controller	1
Contracted Budget Consultant	1

Behavioral Health Commission Disclosure Category

Conflict of Interest Policy	Welfare & Institutions Code § 5604(e)
Commissioners	1

Behavioral Health Services

Behavioral Health Director	1
Behavioral Health Deputy Director	1
Behavioral Health Unit Supervisor	1
Children's Services Coordinator	1
MHSA Coordinator	1
Behavioral Health Administrative Services Officer	1
Behavioral Health Department Fiscal Officer	1
Behavioral Health Systems Analyst	1

Board of Supervisors

Supervisors	Govt Code § 87202 -87210
Clerk of the Board of Supervisors	1

Building Services

Director of Building Services	1
Code Enforcement Officer	1

Children & Families Commission

Conflict of Interest Policy	Health & Safety Code §130140 (d)(4)(A)
Commissioners	1

Child Support Services

Director	1
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Clerk-Recorder

Clerk-Recorder	1
Assistant Clerk-Recorder	1

County Counsel

County Counsel	Govt Code § 87202 -87210
Deputy County Counsels	1

Dependent Special Districts (Walker Ranch CSD, Flood Control & Water Conservation District, Quincy Lighting District, Dixie Valley CSD, and Crescent Mills Lighting District.)

District Managers	1
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District Attorney

District Attorney	Govt Code § 87202 -87210
Deputy District Attorney	1
Alternative Sentencing Manager	1
Fiscal Officer II	1

Engineering**Disclosure Category**

County Engineer	1
Engineering Technician II	2
Fiscal Technician - Services Assistant	2

Environmental Health

Environmental Health Director	1
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Facility Services

Director of Facility Services	1
Fiscal Officer	1
ADA Coordinator	1

Plumas -Sierra Fair

Fair Manager	1
Board Members	2

Human Resources

Human Resources Director	1
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Information Technology

Information Systems Manager	1
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Library

County Librarian	1
Librarian	2
Literacy Coordinators	2

Museum

Museum Director	1
Board Members	1

Office of Emergency Services

Emergency Services Director	1
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Planning Commission

Commissioners	Govt Code § 87202 -87210
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Planning

Planning Director	1
Assistant Planning Director	1

Probation**Disclosure Category**

Chief Probation Officer	1
Supervising Probation Officer	1
Management Analyst	1
Fiscal Officer	1

Public Defenders

Contract Public Defender Attorneys	1
------------------------------------	---

Public Health Agency

Public Health Director	1
Assistant Public Health Director	1
Administrative Services Officer	1
Nursing Director	1
Health Officer	1

Public Works

Director of Public Works	1
Assistant Director of Public Works	1
Deputy Director of Public Works	1
Public Works Fiscal Officer / Administrative Services Manager	1
Associate Engineer	2, 3
Assistant Engineer/Transportation Planner	2, 3
Assistant Engineer	2, 3
Road Maintenance Supervisor	2, 3
Equipment Maintenance Supervisor	2, 3
Senior Environmental Planner	2, 3
Engineering Technician II	2
Solid Waste Program Manager	2, 3

Sheriff-Coroner

Sheriff-Coroner	1
Undersheriff	1
Jail Commander	1
Deputy Sheriff – Training - Policy Advisor	1
Deputy Sheriff – Communications Equipment Coordinator	1

Social Services

Social Services Chief	1
Director/Public Guardian	1
Deputy Public Guardian	1

Staff Services Manager – Fiscal	2
Program Manager – Services Division	2
Program Manager – Employment & Financial Services Div.	2

Transportation Commission

Executive Director	Govt Code § 87202 -87210
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Treasurer-Tax Collector

Treasurer-Tax Collector	Govt Code § 87202 -87210
Assistant Treasurer-Tax Collector	1

Disclosure Categories

The disclosure categories listed below identify the types of investments, business entities, sources to be disclosed:

Category 1: Full Disclosure

All investments, business positions in, and income, including gifts, loans and travel payments, from sources located in, or doing business in, the jurisdiction. All interests in real property located within the jurisdiction, including property located within a two mile radius of the jurisdiction or of any property owned or used by the agency.

Category 2: Partial Disclosure

All investments, business positions and income, including gifts, loans and travel payments, from sources that provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed.

Category 3: Interests in Real Property

All interests in real property located within the jurisdiction, including property located within a two mile radius of the jurisdiction or of any property owned or used by the agency. All investments, business positions and income, including gifts, loans and travel payments, from business entities which engage in land development, construction, or the acquisition or sale of real property.

Category 4:

All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit, or licensing authority of, or have an application for a license or permit pending before, the department in which the designated employee is employed.

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SECOND ADDENDUM TO LEGAL SERVICE AGREEMENT
WITH PRENTICE, LONG & EPPERSON, PC.

This is an addendum to the Legal Service Agreement dated May 2, 2017, by and between Prentice, Long & Epperson ("PLE") and the County of Plumas ("County"), which is attached to this addendum.

WHEREAS, the parties have entered into an agreement for assistance with legal services to County; and

WHEREAS, County would like to increase the legal services provided by PLE on an "as needed" basis;

NOW, THEREFORE, the parties agree that the agreement attached hereto as Exhibit A is subject to the following provisions:

1.1 TERM OF AGREEMENT: The term of this Agreement shall be January 1, 2018 through December 31, 2019, unless extended by mutual Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PLE following expiration of the prior contract between the parties on December 31, 2018 to date of approval of this Agreement by the Board of Supervisors.

All of the above general provisions in this Addendum shall supercede any provisions in the standard agreement that is attached hereto.

Plumas County

Prentice, Long & Epperson

Dated: _____

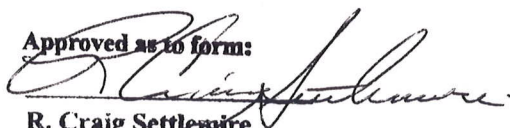
Dated: 12/10/18

By _____

By  _____

Name: Margaret Long

Approved as to form:


R. Craig Settlemire
Plumas County Counsel

Telephone No.: 530-691-0800



4A,B

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
Nancy DaForno, Clerk of the Board

Agenda: Presentation Item for December 18, 2018

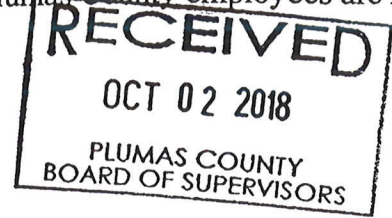
Subject: Certificates of Appreciation for Edie O'Connor and Linda DeWolf

The Board of Supervisors is asked to recognize Edie O'Connor for over seventeen years of dedicated service to Plumas County. Edie O'Connor began working as the Physician's Assistant for Public Health in September 2001 and will retire effective December 31, 2018.

The Board of Supervisors is asked to recognize Linda DeWolf for twenty five years of dedicated service to Plumas County. Linda DeWolf began working as an extra help Registered Nurse for Public Health in June 1993, she became a permanent employee April 1998 and will retire effective December 31, 2018.

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.



MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971

CLAIMANT INFORMATION

1. Name of Claimant: Roxanne Jeskey
2. Date of Birth: _____ N/A 3. Gender (circle one): ☐ Male ☐ Female N/A
4. Mailing Address of Claimant:
P.O. Box 1542 Blairsden CA 96103
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):

Address City State Zip
6. Telephone Number of Claimant: (530) 927-9273

INFORMATION ABOUT CLAIM

7. Incident Date: Month March Day 29 Year 2018
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
N/A
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
Please see attached.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
Please see attached.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Please see attached.

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

_____	_____		
Name	Telephone Number		
_____	_____	_____	_____
Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ _____ Year: _____
19. Make: _____ Model: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Roxanne Jeskey
Signature

9/27/2018
Date

Roxanne Jeskey

Printed Name of Person Completing Claim

General Description of Claim:

The instant claim is made to redress the deprivation by multiple individuals, at all times acting under color of state law, of rights secured to Roxanne Jeskey under the United States Constitution, including the First and Fourteenth Amendments, the California State Constitution, and state law where applicable. The claim accrued on or about March 29, 2018.

Ms. Jeskey's child, Brennan P. ("Brennan") was, by means of judicial deception, illegally removed from the custody, care, and comfort of his mother and placed first in foster care, and then into a legal guardianship. Intentionally and with malice, case workers at the Plumas County Department of Social Services, Child Protective Services ("DSS") submitted reports to the juvenile dependency court which contained fabricated evidence and false, inaccurate, uncorroborated and misleading statements. The case workers intentionally fabricated evidence and hid exculpatory evidence in the juvenile court to prejudice and mislead the court against Ms. Jeskey to cause her harm.

DSS conspired to lie, make false allegations, obfuscate, and withhold evidence so as to obtain a juvenile court ruling that Brennan came within the provisions of California Welfare & Institutions Code section 300, to continue Brennan's dependent status under the "care," custody and control of the County, and to effectuate Brennan's placement into a legal guardianship against his wishes and in contravention of his best interests. DSS case workers and/or supervisors herein named as well as unknown individuals and employees of DSS failed and refused to disclose exculpatory information in their possession that contradicted or mitigated the allegations in the status review reports and other reports which DSS filed in the juvenile court and requested that the court follow so that Brennan could remain in the custody of DSS. All of said actions were undertaken for purposes not related to the health, safety, and welfare of Brennan P. and affecting his parent, Ms. Jeskey.

DSS knowingly and willingly, with a common intent and scheme, conspired to

injure Ms. Jeskey and deprive Ms. Jeskey of her rights, liberties, and interests as such rights are afforded her under the United States Constitution and the California State Constitution, and conspired generally to damage Ms. Jeskey and inflict great injury upon her with the intent of causing, and so causing, a violation of her rights under the U.S. Constitution and/or California State Constitution.

Plumas County is individually liable for damages sustained as the result of the wrongful conduct of DSS, as the conduct, acts, and omissions of the individual agents of the County was pursuant to a custom, policy, practice, or procedure of the County under which the individual DSS employees and/or agents committed and either intentionally or negligently caused, or were otherwise responsible for, the acts or omissions of said individuals.

The County employees and agents involved (as currently known) include: DSS program manager and assistant director Leslie Mohawk ("Mohawk"); DSS social worker supervisor Michael Yalung ("Yalung"); DSS case worker Debbie Wingate ("Wingate"); DSS case worker Carrie Little ("Little"); DSS case worker Ana Marmolejo ("Marmolejo"); and, William Abramson ("Abramson"), who was an officer, agent, and/or the functional equivalent of an employee of the County when Mr. Abramson performed the functions of a DSS case worker and acted in the capacity of a DSS case worker.

Each of the above named individuals are individuals described in Government Code section 820.21(a), and each of them, in committing repeated violations of Government Code section 820.21, did commit perjury, make misrepresentations to the court, fabricate evidence and fail to include exculpatory evidence in reports to the court or in discovery under the California Rules of Court. All such conduct was undertaken with malicious intent and/or reckless disregard for the rights and safety of Ms. Jeskey and her child.

Liability For Failure To Perform Mandatory Duties:

California Government Code section 815.6 provides:

Where a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty.

The California Department of Social Services duly promulgated the regulations set forth in the Department of Social Services Manual of Policies and Procedures (“DSS Manual” or “MPP”) pursuant to section 16501 of the California Welfare & Institutions Code. The regulations contained in the California Department of Social Services Manual are binding on DSS and impose mandatory duties upon it.

DSS intentionally and/or negligently failed to perform specific duties mandated by law pursuant to the following statutes and regulations: California Welfare & Institutions Code sections 361.5, 16501, 16501(a)(1), 16501(c), and 16507(a); DSS Manual regulations 31-125.22, 31.125.221, 31-206.21, 31-206.211, 31-206.22, 31-206.221, 31-210.1, 31-210.11, 31-210.12, 31-210.16, 31-230.15, 31-210.15, 31-210.151, 31-210.151(a), 32-206.5, 31-315.1, 31-315.2, 31-301.11, 31-315.31, and, 31-335.1.

The conduct of DSS as aforesaid is the actual and proximate cause of significant injury to Ms. Jeskey and as a result, Ms. Jeskey has suffered, and will continue to suffer, physical, mental, and emotional injury. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Liability For Violation Of State Civil Rights (California Civil Code § 52.1):

DSS Case worker Marmolejo improperly interfered by threat, intimidation, and coercion with the exercise and enjoyment by Ms. Jeskey of her right to make medical decisions for her child, which right is secured by the Constitution of the United States. By their subsequent conduct, Yalung, Mohawk, and all known and unknown supervisory employees of DSS ratified the wrongful conduct of Marmolejo intentionally and/or recklessly or through improper discharge of their duties to oversee and supervise.

As the direct and proximate result of DSS's actions Ms. Jeskey has suffered, and will continue to suffer, physical, mental, and emotional injury. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Marmolejo, Mohawk and Yalung were agents and employees of DSS acting within the scope of their employment and with DSS's permission and consent. Pursuant to California Government Code section 815.2(a), a county is liable for acts and omissions of its employees under the doctrine of respondeat superior to the same extent as a private employer. Under California Government Code section 815.2(b), a county is immune from liability if, and only if, the employee is immune. DSS case workers do not have discretion to improperly, and without any reasonable basis to believe that a child is in danger or has been harmed, interfere by threat, intimidation, and coercion with the exercise and enjoyment by parents of their right to make medical decisions for their children. The County is therefore vicariously responsible for the conduct of DSS employees under California Government Code section 815.2 and other applicable statutory and case law.

Additionally, Mohawk, Yalung, Wingate, Little, and Abramson, and each of them, by the use of threats, intimidation, and coercion, (or attempts to threaten, intimidate, or coerce), interfered with Ms. Jeskey's exercise and enjoyment of the rights secured by the United States Constitution and other federal laws, the Constitution and laws of the State of California, and her rights under California Government Code section 820.21 and California Civil Code section 52.1. Such conduct includes, but is not limited to: the unlawful removal and detention of Brennan through judicial deception; the continued detention of Brennan after any alleged basis for detention had been negated; and, the procuring of false testimony, fabrication of evidence, and the refusal to disclose exculpatory evidence in preparing and presenting reports and documents to the juvenile court in relation to dependency proceedings, all in violation of the right to familial association under the Due Process Clause of the Fourteenth Amendment.

DSS's conduct as aforesaid is the actual and proximate cause of significant injury to Ms. Jeskey, and as a result, Ms. Jeskey has suffered, and will continue to suffer, physical, mental, and emotional injury. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Mohawk, Yalung, Wingate, Little, and Abramson were agents and/or employees of DSS acting within the scope of their employment and with DSS's permission and consent. Pursuant to California Government Code section 815.2(a), a county is liable for acts and omissions of its employees under the doctrine of respondeat superior to the same extent as a private employer. Under California Government Code section 815.2(b), a county is immune from liability if, and only if, the employee is immune. Government Code section 820.2 l(a) provides as follows:

(a) Notwithstanding any other provision of the law, the civil immunity of juvenile court social workers, child protection workers, and other public employees authorized to initiate or conduct investigations or proceedings pursuant to Chapter 2 (commencing with Section 200) of Part 1 of Division 2 of the Welfare and Institutions Code shall not extend to any of the following, if committed with malice:

- (1) Perjury.*
- (2) Fabrication of evidence.*
- (3) Failure to disclose known exculpatory evidence.*
- (4) Obtaining testimony by duress, as defined in Section 1569 of the Civil Code, fraud, as defined in either Section 1572 or Section 1573 of the Civil Code, or undue influence, as defined in Section 1575 of the Civil Code.*

(b) As used in this section, "malice" means conduct that is intended by the person described in subdivision (a) to cause injury to the Ms. Jeskey or despicable conduct that is carried on by the person described in subdivision (a) with a willful and conscious disregard of the rights or safety of others.

The County is therefore vicariously responsible for the conduct of Mohawk, Yalung, Wingate, Little, and Abramson under California Government Code section 815.2 and other applicable statutory and case law.

Liability For Intentional Infliction of Emotional Distress:

Mohawk, Yalung, Wingate, Little, and Abramson, and each of them, engaged in extreme, outrageous, unlawful and unprivileged conduct including, but not limited to, fraudulently removing and detaining Brennan from the love and care of Ms. Jeskey, continuing to detain Brennan for an unreasonable period after any alleged basis for detention had been negated, presenting perjured testimony and fabricating evidence to support their knowingly false and malicious allegations that Brennan was being abused and/or neglected by his mother, failing to disclose exculpatory evidence, questioning and obtaining statements from Brennan through the use of undue influence, coercion, and duress, lying to Brennan about his mother, withholding court-ordered visitation between mother and child, and continuing to harass, insult, degrade and lie to Ms. Jeskey and otherwise interfere with her life.

Ms. Jeskey was vulnerable and dependent upon DSS in its exercise of control over her welfare as well as the welfare of her child. DSS was aware that Ms. Jeskey was vulnerable and dependent upon DSS in its exercise of control over her welfare as well as the welfare of her child. DSS stood in a position of power, authority, and trust with the juvenile court, which position of authority gave DSS power to affect Ms. Jeskey's interests. By intentionally submitting an inaccurate juvenile dependency petition, fabricated evidence and falsified court reports the case workers and their supervisors abused the power and authority of their respective positions. DSS knew that Ms. Jeskey was particularly vulnerable to emotional distress due to the position in which DSS had caused her and her family to be. DSS also knew that its conduct would likely result in harm to Ms. Jeskey due to mental distress.

DSS emotionally abused Ms. Jeskey's child and inflicted untold amounts of needless pain and suffering upon him, which in turn caused extreme emotional distress to Ms. Jeskey. The actions of DSS traumatized Ms. Jeskey and her family and brought instability and insecurity to Brennan's life. The traumatic ordeal has permanently

diminished Brennan's sense of security. Yet, DSS consistently and falsely reported to the juvenile court that Brennan was thriving in foster care and concealed his emotional deterioration from the court throughout the proceedings.

As the direct and proximate result of DSS's extreme and outrageous conduct, Ms. Jeskey suffered extreme emotional and physical distress, including, but not limited to, fright, nervousness, sleeplessness, anxiety, worry, mortification, shock, humiliation and indignity. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Mohawk, Yalung, Little, Wingate and Abramson were agents and/or employees of the County and its entity DSS and were acting within the scope of their employment and with the County's permission and consent. Pursuant to California Government Code section 815.2(a), a county is liable for acts and omissions of its employees under the doctrine of respondeat superior to the same extent as a private employer. Under California Government Code section 815.2(b), the county is immune from liability if, and only if, the employee is immune. The County and its entity DSS are vicariously responsible for the conduct of Mohawk, Yalung, Little, Wingate and Abramson under California Government Code sections 815.2 and 820.21 and other applicable statutory and case law.

Nov. 6. 2018 9:05AM

Poswald, White & Brelsford

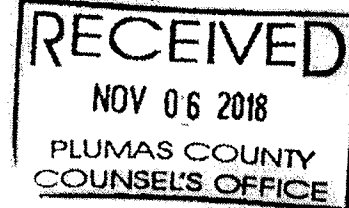
No. 6393 P.

5D

William L. Brelsford, Jr.
Joseph A. Androvich
R. Parker White
John M. Poswall OF COUNSEL

**Brelsford
Androvich
& White**
A Law Corporation

1001 G Street, Suite 301
Sacramento, CA 95814
T: 916.449.1300
F: 916.449.1320
W: baw-attorneys.com



November 5, 2018

Via FedEx and Facsimile: 530-283-6288

County of Plumas

Attn: Board of Supervisors

520 Main St.

Room 309

Quincy, CA 95971

Re: Our Client/Patient: Jennifer McGuire
DOB: 05/01/1971
DOI: 05/08/2018

To Whom It May Concern:

Enclosed please find a Claim Form against Plumas County regarding the medical care and treatment rendered to our client, Jennifer McGuire, at Plumas District Hospital.

If this is not the correct claim form to be used against Plumas District Hospital or its employees, Benjamin Hunt, M.D., and Claude Freeze, CRNA, please advise of the proper claim protocol to be used in regards to hospitals and staff.

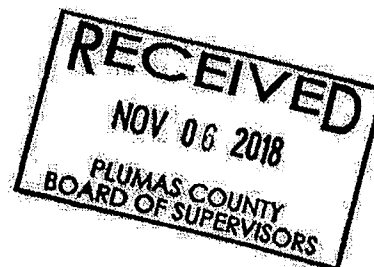
Thank you for your attention to this matter.

Very truly yours,

BRELSFORD, ANDROVICH & WHITE


JOSEPH A. ANDROVICH

JAA:kb
enclosure



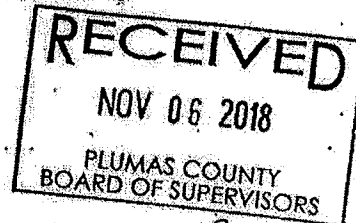
CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1. Name of Claimant: Jennifer McGuire
2. Date of Birth: 05/01/1971 3. Gender (circle one): ☐ Male ☒ Female
4. Mailing Address of Claimant:
P.O. Box 794, Graeagle, CA 96103
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
Address City State Zip
6. Telephone Number of Claimant: (831) 688-4390

INFORMATION ABOUT CLAIM

7. Incident Date: Month May Day 8 Year 2018
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Plumas District Hospital, 1065 Bucks Lake Rd, Quincy, CA 95971
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
On May 8, 2018, Jennifer McGuire underwent a right submandibular lymphadenopathy performed by Dr. Benjamin Hunt. On May 10, 2018, the pathology results showed that Dr. Hunt had not removed the lymph node, but instead removed a salivary gland tissue only. No lymph node was identified.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
As a result, Ms. McGuire's mouth appears to droop on the left side. She sustained motor nerve damage from the removal of the salivary gland. It is painful for her to swallow, and Ms. McGuire also sustained dysphagia. Loss of approximately \$92,000 in income, past and future.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ Exceeds \$10,000

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Benjamin Hunt, M.D.; Claude Freeze, CRNA

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO

15. Name of insurance carrier and telephone number (including area code):

Name

Telephone Number

Address

City

State

Zip

16. Policy Number:

17. Are you the registered owner? ☐ YES ☐ NO

18. Amount of deductible: \$

19. Make:

Model:

Year:

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Signature

11/5/2018

Date

Joseph A. Androvich

Printed Name of Person Completing Claim

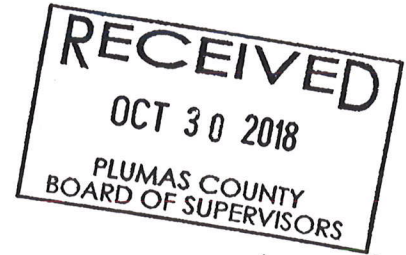
5E

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1. Name of Claimant: Mountain Circle Family Service, Inc.
2. Date of Birth: N/A
3. Gender (circle one): ☐ Male ☐ Female
N/A
4. Mailing Address of Claimant:
P.O. Box 554 Greenville CA 95947
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
P.O. Box 425 Greenville CA 95947
Address City State Zip
6. Telephone Number of Claimant: (530) 284-1529

INFORMATION ABOUT CLAIM

7. Incident Date: Month _____ Day _____ Year _____
VARIOUS: Please see attached Letter to County Counsel
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
N/A
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
Please see attached letter to County Counsel fully explaining the circumstances leading to the breach of contract on or about February 5, 2018.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
Please see attached letter to County Counsel. The damages claimed total \$28,581.00. The damages represent missed payments under claimant's contract with the County

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

The County, acting through Jennifer Bromby and County Counsel's Office.

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

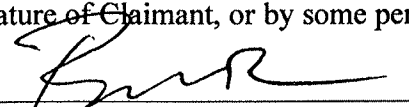
_____	_____		
Name	Telephone Number		

Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.



Signature

10/29/18
Date

Bret D. Cook

Printed Name of Person Completing Claim
Attorney for Mountain Circle Family Service, Inc.

LAW OFFICE OF
BRET D. COOK, P.C.
A PROFESSIONAL CORPORATION

(530) 284-1529
(530) 280-4805 fax

202 Ann Street
P.O. Box 425
Greenville, California
95947

bretcook@frontiernet.net
Licensed in California and Alaska

Thursday, July 12, 2018

By Facsimile and First Class Mail

R. Craig Settlemire
County Counsel
520 Main St.
Quincy, CA 95971

Re: Mountain Circle, Billing for Services to Andrea Meadors

Dear Craig:

I represent Mountain Circle. Mountain Circle's Chief Financial Officer, Jenifer Fleming, has been trying to resolve a billing issue with Jennifer Bromby, Staff Services Manager for the Department of Social Services, regarding a THP Plus participant. Ms. Bromby apparently unilaterally cut off communication on this issue, prompting Mountain Circle's Executive Director to write with again no response. The lack of response has prompted my involvement. Attached for your reference are the letters exchanged.

I have also enclosed a copy of the contract between Mountain Circle and the County providing for \$3,000 per month starting 6/13/2016 for this particular placement. Total amount per the contract through May of this year is therefore (prorating for June of 2016):

June 2016 (\$3,000/30* 18 days)	\$ 1,800
July 2016-May 2018 (23 months)	<u>\$69,000</u>
Total Due Per Contract:	\$70,800

Please note that the participant was out of the program after May of 2018, so the above amount is the total due through contract completion. Total payments made by the Department of Social Services to date, however, are \$42,219. Thus, there remains a balance owed of \$28,581.00.

As you can see in the attached correspondence, there is a bit of confusion. On the Department's part, it is reliance on the THP+FC single site housing rate per ACL 12-44 of \$2,797 per month. That rate is now \$3,209 per ACL 17-75. But THP+ (as opposed to

7/12/2018

THP+FC) is not under AB-12 and not subject to those funding limitations. It is left for the County to contract with the provider for an acceptable rate. Ms. Fleming confirmed this with Susan Zimny, Policy Analyst with the Transition Age Youth Policy Unit with the State Department of Social Services. That rate in this case is \$3,000 per the attached contract.

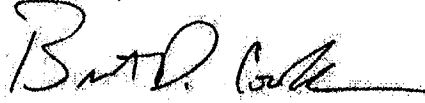
I note that there is a prior contract for THP+ dated September of 2013 that utilized the \$2,797 rate. I did not enclose that because it is quite long (about 25 pages). But that contract was superseded by the enclosed contract. The State required a mandatory form starting in 2014 and that is the form utilized by the County and is the form used for the applicable contract here calling for \$3,000 per month.

On Mountain Circle's part, there appears to have been some confusion on the part of the former fiscal officer because some bills were not billed at the full \$3,000 but at a rate that may have been an old THP +FC rate, but we are not sure. Regardless, the amount actually owed is quite clear and simple to calculate as set forth above. A simple error in billing is not grounds to avoid a clear contract. Ms. Bromby's letter simply says the Department is not going to pay "supplemental funds" without stating any legal basis to avoid the contract.

To compound the problem, there has been no payment whatsoever for December 2017 forward (the \$13,985 was supposed to bring payments current through November of 2017). There has been no explanation of why that is so.

Please review the above. I look forward to resolving this issue promptly.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Bret D. Cook", written over a horizontal line.

Bret D. Cook



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

February 5, 2018

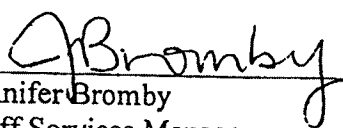
Mountain Circle
Jenifer Fleming
PO Box 554
Greenville, CA 95947

Re: Statement Dated Dec 22, 2017

Jenifer Fleming:

This department received a statement in Dec referencing invoices from 06/30/2016 through 11/30/2017. The statement included prior invoices, which have been paid, with altered amounts owed. It also included invoices for unbilled months where services were provided at a rate in excess of the allowed rate per the Dept. of Social Services All County Letter No 12-44. The approved THP+ rate per ACL 12-44 is currently \$2797 per month. The Department of Social Services does not have the authority to pay a higher rate. This letter is to inform you that the prior invoices were paid based on the amount billed at the time and will not receive supplemental funds. The unpaid invoices for services from July – Nov will be paid at the current rate of \$2797. Enclosed is payment in the amount of \$13,985 to bring the account current.

Sincerely,
Plumas County Department of Social Services


Jennifer Bromby
Staff Services Manager



THP-PLUS FOSTER CARE PROGRAM
THP-Plus AGREEMENT
Participant Placed by County Agency in THP-Plus Program

Name of Participant: Andrea Mendors

Birth Parent's Name: N/A

Case Number: _____

DOA: 6/13/2016

The County Agency will pay \$3,000.00 per Month for room and board, personal needs, recreation, transportation, education, incidentals, supervision and social service. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

Agency agrees to:

1. Provide the THP-Plus Program with the knowledge of the background and needs of the Participant necessary for effective care. This shall include a social work assessment, medical reports, educational assessments, psychological/psychiatric evaluations and identification of special needs when necessary. This shall be made available to the THP-Plus Program within 14 days of placement.
2. Work with the THP-Plus Program Treatment Team to develop a treatment plan.
3. Work towards termination of the participant's placement with the THP-Plus Program staff.
4. Continue paying for this participant's care as long as eligible and the THP-Plus Program maintain the participant on an active status or until the agency requests that placement in the THP-Plus Program be terminated.
5. Assist in the maintenance of this participant's constructive relationships with parents and other family members.
6. Contact this Youth in the THP-Plus Program at least once per month. If the case plan would indicate less frequent contact, THP-Plus Program will be informed.
7. Inform the THP-Plus Program if the participant has any tendencies toward dangerous behaviors.
8. Provide a Medi-Cal card or other medical coverage at the time of placement.
9. Provide authorization for medical treatment, signed by the participant's birth parents, legal guardian, or other authorized placing agency representative.
10. Provide assistance with emergencies. The telephone number for after hours or weekends is: _____
11. Other: _____

THP-Plus Program Agrees to:

1. Provide the participant with the nurture, care, treatment and training suited to his/her needs.
2. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
3. Develop an understanding of the responsibilities, objective and requirements of the Agency in regard to the care of the participant and work with the Agency in planning for the participant.
4. Encourage the maintenance of the birth parent-child relationship and include the participant's parents or legal guardian in the treatment plan, if appropriate.
5. Not use corporal punishment, punishment before the group, deprivation of meals, visits from birth parents or legal guardian, home visits threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
6. Respect and keep confidential information given about the participant and their family.
7. Work towards termination of placement on a planned basis with maximum involvement of the participant, parents and the Agency.
8. Conduct a staffing or review on the participant at least quarterly.
9. Submit an Initial Transitional Independent Living Plan (TILP) to the Agency within three (3) months from the date of placement. This summary shall include information provided by County Independent Living Programs.
10. Submit on-going written evaluations to the Agency quarterly.
11. Immediately notify the Agency of significant changes in the participant's health, behavior or location.
12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
13. Give the Agency prior notice of at least seven (7) days of intent to discharge the participant unless it is agreed upon with the Agency that less notice is necessary.
14. Conform to the licensing regulations.

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties or this participant is removed from THP-Plus Program.

[Signature]
Signature of County Representative

[Signature]
Signature of MC Representative

Social Work Supervisor
Title

THP Director
Title

270 County Hospital Rd
Address

44N Lassen St. Susanville, Ca 95130
Address

(530) 257 4469
Phone Number

6/15/16
Date

530-257-7407
Phone Number

6/13/2016
Date



March 13, 2018

Dear Ms. Bromby:

It has come to my attention that we are at odds regarding Andrea Meadors and how much is owed and what the contracted amount is for. After researching the dilemma, this is what appears to be the issue at hand.

First of all, Andrea is 23 years of age, DOB is 1/2/95. You are placing her in the AB-12 program, which can only take participants up to the age of 21 per regulation, therefore the signed contract of 6/13/16 was to place Andrea into the THP+ program, which extends kids in foster care until the age of 24. Plumas County has two slots for this program.

Additionally, you are quoting an old AB-12 rate with your ACL 12-44 rate of 2797 a day, the new rate, if this was the applicable program would be the ACL 17-75, which would have been 3,209 per month, at least from 7/1/17 forward. Please see the enclosed ACL 17-75 page 8 --Single site Housing rate.

However, **the AB-12 program is not applicable to this placement—period.** Andrea is placed in the THP+ program. This program is by County contract only and there is not a State mandated rate for this program. The last contract I have on file for Plumas County, which is enclosed is for the amount of \$3100 per month, therefore, I am not sure where the amount of \$3,000 was found for the 6/13/16 agreement. I have placed a call to Micheal Yelong in regards to this mystery. So, unless a THP+ contract can be found in the amount of \$3,000, what is on record is \$3,100 per month. I will instruct Jenifer Fleming to back bill to 6/13/16 for the amount of \$3,100 and to apply payments received and to charge the difference.

If you continue to dispute this, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Rossington", with a long horizontal line extending to the right.

Dr. Shauna Rossington, DBA, LMFT

Executive Director

CC: Bret Cook, Attorney on Retainer

Mtn Circle THP-Plus

County of Plumas

ORIG: [Signature]
C: LESUE

DSS 13/14-013

[Signature] (COPIES RETAINED
BY E.S.)**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into by and between the County of Plumas ("County"), a political subdivision of the State of California, through its Department of Social Services ("PCDSS") and Mountain Circle Family Services ("Provider").

1. **Services Provided by Provider.** This agreement establishes the terms and conditions under which Provider will provide transitional housing through a County certified **Transitional Housing Placement-Plus Program (THP-Plus)**. The purpose of the THP-Plus Program is to assist emancipated young adults as they move from dependency to self-sufficiency by providing housing and supportive services. The Provider shall provide those services described in Attachment A.
2. **Compensation.** County shall pay Provider for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Provider for services rendered pursuant to this Agreement. Provider shall submit all billing for said services to County in the manner specified in Attachment "B".
3. **Term of Agreement.** This Agreement shall be effective as of July 1, 2013, and shall continue until June 30, 2014, unless otherwise terminated as provided herein. Subject to the agreement of the parties regarding compensation, this contract may be extended for additional periods not to exceed twelve months.
4. **Termination.** Subject to a thirty day written advance notification, this Agreement may be terminated without cause by either party upon notice to the other party. Upon termination, Provider shall immediately cease providing services to County. County shall pay any monies due to Provider within thirty days of termination.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **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

Mtn Circle THP-Plus

DSS 13/14-013

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

7. Facilities, Equipment and Other Materials and Obligations of County. Provider shall, at its sole cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement. In addition, the County shall:

- a. Provide program consultation and technical assistance to Provider.
- b. Monitor and evaluate Provider's performance, expenditures and service levels for compliance with terms of this Agreement.
- c. Provide Provider with reporting forms and/or formats and time frames for submission of reports.
- d. Review all invoices submitted by Provider for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by Provider under this Agreement.
- f. Pre-approve initial referrals and all subsequent relocations of foster children from one Provider location to another.

8. Drug-Free Work Place. Provider, and any of Provider's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).

9. Records. Provider agrees to provide reasonable access to records relating to the services provided to County and agrees to provide any such records to County upon completion of services under this Agreement. In addition to records related to the subject matter of Provider's services, Provider shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.

10. Independent Provider. The parties understand and agree that Provider is an independent Provider and that no employment relationship between Provider and County is created by this Agreement. County's workers' compensation insurance does not cover Provider or any member of Provider's staff. Provider shall, at Provider's own risk and expense, determine the method and manner by which services are provided under this Agreement. This Agreement is not an agency agreement, and Provider is not the agent or legal representative of County for any purpose whatsoever. Provider is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Provider of Provider shall become an employee or agent of County for any purpose.

Mtn Circle THP-Plus

DSS 13/14-013

- 11. Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 12. Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.
- 13. Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 14. Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
- 15. Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Shauna Rossington
Mountain Circle Family Services
PO Box 554
Greenville, CA 95947

- 14. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no other promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
- 15. Severability.** If any provisions of this agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable

Min Circle THP-Plus

DSS 13/14-013

frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.


16. Attachments.

All Attachments referred to herein are attached hereto and by this reference contained herein. Attachments include:

- Attachment A- Services
- Attachment B- Payment
- Attachment C- Additional
- Attachment D- General Provisions
- Attachment E- Business Associate Agreement

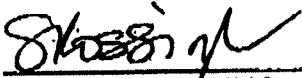
EXECUTION

County:


ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

9-24-2013
Date

Provider:


SHAUNA ROSSINGTON
MOUNTAIN CIRCLE
FAMILY SERVICES AGENCY

9-30-13
Date

Approved as to form
PLUMAS COUNTY COUNSEL

Dated:

By: *Previously Approved by County Counsel*

Min Circle THP-Plus

DSS 13/14-013

**ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

SCOPE OF DUTIES

THP-Plus tenants are young adults who are former foster/probation youth who have emancipated from the foster care system. THP-Plus tenants shall be at least 18 years of age and not yet 24 years of age, and shall be pursuing County-approved goals utilizing a STEP/THP-Plus Transitional Independent Living Plan (TILP). The Plumas County Department of Social Services will provide emancipated foster/probation youth, ages 18 to 24, with housing and support services designed to assist the youth in fulfilling the goals described in the youths' Supportive Transitional Emancipation Program Transitional/Independent Living Plan (STEP/TILP).

A.1 DUTIES AND RESPONSIBILITIES TO BE PERFORMED BY COUNTY:

1. County shall determine an emancipated youth's eligibility for THP-Plus.
2. County shall initiate referrals to the THP-Plus Provider in coordination with the contracted TILP provider.
3. County shall refer eligible youth to the THP-Plus Provider best suited to an eligible youth's unique needs.
4. County shall certify the providers of THP-Plus program once proof of compliance with applicable regulations and statutes are provided.
5. County shall periodically inspect housing units used by the program.
6. County shall obtain feedback from participants via focus groups or client satisfaction surveys.
7. County shall review monthly program reports and assemble data for annual California Department of Social Services (CDSS) report.
8. County shall pay the Provider the rate defined in Paragraph B.2 of ATTACHMENT B.

A.2 SERVICES TO BE PERFORMED BY PROVIDER:

1. Provider shall review the application of all referred youth, including at least one interview.
2. Provider shall decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the decision to reject.

Mtn Circle THP-Plus

DSS 13/14-013

3. Provider shall assess youth's current strengths and needs, at the time of intake to establish a baseline, using Ansell-Casey Life Skills Assessment.
4. Provider shall assist participating youth in developing and meeting the goals of the STEP/TILP and coordinate services with the ILP coordinator and other community and public partners.
5. Provider shall develop a contract with each youth, detailing the rights and responsibilities of each party and under which each party agrees to the requirements.
6. Provider shall provide case management services to ensure participating youth move toward self sufficiency and permanent housing. These services will include life skills training, roommate mediation, and services to help youth build relationships with family and community.
7. Provider shall provide 24-hour crisis intervention and support which will include providing each youth with an emergency telephone number.
8. Provider shall provide access to on call mental health services.
9. Provider shall provide or assist the youth in receiving individual and group therapy, as needed to meet emancipation goals.
10. Provider shall assure youth receives medical and dental care.
11. Provider shall provide educational advocacy and support, including support for youth to pursue college education or vocational training.
12. Provider shall provide job readiness training and support including linkage to the Workforce Investment Act (WIA) partners, One-Stop Centers, and other appropriate employment resources.
13. Provider shall provide youth with mentoring and assist youth in establishing a permanent relationship with at least one caring adult.
14. Provider shall provide a system for participants to pay for utilities, telephone, and rent.
15. Provider shall provide adequate allowance for each participant to purchase food and other necessities.
16. Provider shall provide apartment furnishings, directly or through a stipend.
17. Provider shall provide youth assistance in finding and maintaining affordable housing.

Mtn Circle THP-Plus

DSS 13/14-013

18. Provider shall provide participants an FDIC insured savings account for funds retained by the provider on behalf of the youth and economic literacy training.
19. Provider shall provide an emancipation fund for each youth into which \$100.00 per month will be deposited.
20. Provider shall provide assistance with security deposits and moving assistance.
21. Provider shall provide transportation assistance.
22. Provider shall provide advocacy, when appropriate, to obtain public benefit assistance.
23. Provider shall provide services for pregnant or parenting participants including assistance in securing child care, parent education and support, maternity care, and domestic violence education.
24. Provider shall maintain a case manager to youth ratio of 1 to 12 for participants. The provided ratio for parenting youth will be provided at the ratio of 1 to 8.
25. Provider shall provide a minimum 15 hours of training specific to working with eligible youth, designed to ensure employees can adequately counsel, train, and supervise youth to prepare them for successful independent living.

A.3 PROGRAM GOALS

1. Within 12 months, 50% of participating youth will have a high school diploma or equivalent.
2. Within 12 months, 100% of participating youth will be employed.
3. Within 12 months, the average hourly wage of participating youth will be the minimum wage.
4. Within 12 months, 50% of participating youth will have a consistent, supportive relationship with a caring adult.
5. Within 12 months, 50% of participating youth will have retained their housing.
6. Within 60 days, all participants will have some form of health insurance.

A.4 REPORTING AND EVALUATION RESPONSIBILITIES OF PROVIDER

1. Provider shall provide monthly status reports of participants' progress toward goals.
2. Provider shall provide Ansell-Casey Life Skills Assessment results for each participant, no less than every six months.

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3. Provider shall provide information for the annual CDSS report and the THP-Plus Tracker system.
4. Provider shall provide post-discharge follow up assessments for participants, using the program goals for a period of 2 years.

A.5 REGULATORY DUTIES AND RESPONSIBILITIES OF PROVIDER

1. Provider shall provide proof of compliance with applicable sections of the Welfare and Institutions Code and the Health and Safety Code necessary for County certification of the program.
2. Provider shall provide proof of compliance with tenants' rights, housing statutes, employee regulations necessary for County certification of the program.
3. Provider shall respect and keep confidential information about the participants and their families.
4. Provider shall provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.
5. ~~Provider shall comply with any findings or recommendations of State or Federal audits and reviews.~~

END OF ATTACHMENT A.

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**ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

B.1. County shall pay to Provider for services described in Attachment A as follows:

B.1.1 The Maximum Contract Amount in Paragraph B.2 includes compensation to Provider for services performed pursuant to this contract.

B.1.2 County will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by County.

B.1.3 Provider shall not be entitled to payment unless and until Provider issues a monthly billing statement to County and provides the following information: at a minimum the child(ren's) name, dates, rate, location and discharge outcome: i.e., return to parents, other foster care, group homes, or other, status toward program goals, i.e., A.3.

B.1.4 County shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.1.5 County to authorize up to 2 youth at any given time.

B.2 PAYMENT GRID

Service Description	Funding Source	Unit type	Total # units	Total
Transitional Housing	THP+	Per Month/ Per Youth	12 @ \$2,797 per unit	\$33,564.00
Host Family Model	THP+	Per Month/ Per Youth	12 @ \$2,225.00	\$26,700.00

Maximum Contract Amount: 12 Months

**Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

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**ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

ADDITIONAL PROVISIONS

C.1 INTERPRETATION OF AGREEMENT.

This agreement shall be governed and construed in accordance with all applicable laws and regulations and with contractual obligations of Plumas County under an allocation agreement between County and the State of California Department of Social Services. Provider agrees to comply with all contractual provisions of said contract as it applies to County.

C.2 REPORTS.

Provider shall submit reports as required by Plumas County.

C.3 AVAILABILITY OF BOOKS AND RECORDS.

Provider agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this agreement, available for inspection, examination or copying, by County, the State Department of Justice, the State Department of Health Services, the State Department of Social Services and the United States Department of Health Services, at all reasonable times at the Provider's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the County's fiscal year in which the Agreement was in effect.

C.4 INSPECTION.

County and the California Department of Social Services may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

C.5 SUBCONTRACTS.

All subcontracts must be in writing and be subject to the same terms and conditions applicable to Provider under this Agreement.

END OF ATTACHMENT C

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**ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

GENERAL PROVISIONS

- D.1 INDEPENDENT PROVIDER.** For all purposes arising out of this Agreement, Provider shall be: an independent Provider and each and every employee, agent, servant, partner, and shareholder of Provider (collectively referred to as "The Provider") shall not be for any purpose of this Agreement, an employee of County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be joint powers agreement as described in California Government Code sections 6000 et seq., or otherwise. As an Independent Provider, the following shall apply:
- D.1.1** Provider shall determine the method, details and means of performing the services to be provided by Provider as described in this Agreement.
- D.1.2** Provider shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.
- D.1.3** Provider shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.1.4** Provider is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Provider with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- D.1.5** Provider shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Provider any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- D.1.6** Provider shall not be entitled to participate in, or receive any benefit from, or make any claim against any County fringe benefit program including, but not limited to, County's pension plan, medical and health plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.

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D.1.7 County shall not withhold or pay on behalf of Provider any federal, state or local tax including, but not limited to, any personal income tax owed by Provider.

D.1.8 Provider is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Provider and not as an employee of County.

D.1.9 Provider shall not have the authority, express or implied, to act on behalf of, bind or oblige the County in any way without the written consent of the County.

D.2 PERS ELIGIBILITY INDEMNITY. In the event that Provider or any employee, agent, or subcontractor of Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Provider shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

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

D.3 LICENSES, PERMITS, ETC. Provider represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Provider to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Provider to practice its profession at the time the services are performed.

D.4 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.5 TIME. Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Provider's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

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D.6 INSURANCE.

D.6.1 Prior to rendering services provided by the terms and conditions of this Agreement, Provider shall acquire and maintain during the term of this Agreement, insurance coverage through and with an insurer acceptable to County, naming the County and County's officers, employees, agents and independent Providers as additional Insured (hereinafter referred to as the Insurance). The Insurance shall contain the following coverages:

D.6.1.1 Comprehensive general liability insurance including comprehensive liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; Provider shall insure both County and Provider against any liability arising under or related to this Agreement.

D.6.1.2 During the term of this Agreement, Provider shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.6.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.6.1.4 Workers' Compensation Insurance coverage for all of Provider's employees and other persons for whom Provider is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.6.2 The limits of insurance herein shall not limit the liability of the Provider hereunder.

D.6.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any Insurance terms of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.6.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to County.

D.6.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County at its sole and absolute discretion.

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The amount of any deductible payable by the Insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of Provider's financial resources as it may see fit.

- D.6.6** Prior to Provider rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Provider shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Upon County's request, Provider shall deliver certified copies of any insurance policy to County.

- D.6.7** Provider shall not render any services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and Provider has delivered the certificate(s) of insurance to County as previously described. If Provider shall fail to procure and maintain said insurance, County may; but shall not be required to, procure and maintain the same; and the premiums of such insurance shall be paid by Provider to County on demand. The policies of insurance provided herein which are to be provided by Provider shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Provider will deliver to County a renewal or new policy to take the place of the expiring policy.

- D.6.8** County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Provider's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

- D.6.9** Any sub-Provider(s), independent Provider(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Provider, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section D.5 entitled "INSURANCE". Furthermore, Provider shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

- D.7 INDEMNITY.** Provider shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from and liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Provider in the

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performance of services rendered under this Agreement by Provider, or any of Provider's officers, agents, employees, Providers, sub-Providers, or volunteers.

- D.8 PROVIDER NOT AGENT.** Except as County may specify in writing, Provider shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.
- D.9 ASSIGNMENT PROHIBITED.** Provider may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.10 PERSONNEL.** Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately upon receiving notice from County of its desire for removal of such person or persons.
- D.11 STANDARD OF PERFORMANCE.** Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged. All products of whatsoever nature which Provider delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Provider's profession.
- D.12 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by County with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the County. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.13 TAXES.** Provider hereby grants to the County the authority to deduct from any payments to Provider any County imposed taxes, fines, penalties and related charges which are delinquent at time such payments under this Agreement are due to Provider.
- D.14 TERMINATION.** County shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of such termination to Provider. In the event County gives notice of termination, Provider shall immediately cease rendering service upon receipt of such written notice and the following shall apply:
- D.14.1** Provider shall deliver to County copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other

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means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.14.2 County shall pay Provider the reasonable value of services rendered by Provider to the date of termination pursuant to this Agreement not to exceed the amount documented by the Provider and approved by County as work accomplished to date. Further provided, however, County shall not in any manner be liable for lost profits which might have been made by Provider had Provider completed the services required by this Agreement. In this regard, Provider shall furnish to County such financial information as, in the judgment of the County, is necessary to determine the reasonable value of the services rendered by Provider. In the event of a dispute as to the reasonable value of the services rendered by Provider, the decision of County shall be final. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

D.14.3 Provider may terminate its services under this Agreement upon thirty (30) working days written notice to the County, without liability for damages, if Provider is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County, provided that Provider has first provided County with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the County may cure the alleged breach.

D.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of County, and Provider agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Provider harmless from any claim arising out of reuse of the information for other than this project.

D.16 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

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- D.18 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.19 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.20 MINOR AUDITOR REVISION.** In the event the Plumas County Auditor's Office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's Office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the County or the Provider disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.21 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.22 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein:
- D.22.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.22.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.23 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.24 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.25 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.26 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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- D.27 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.28 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.29 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Plumas, State of California.
- D.30 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.31 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of this Agreement, the provisions, and related provisions, of the California Tort Claims Act, division 3.6 of the Government Code, are not waived by County and shall apply to any claim against County arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.32 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.33 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.34 CORPORATE AUTHORITY.** If Provider is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board of Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Provider is a corporation, Provider shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

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D.35 CONFLICT OF INTEREST.

D.35.1 Legal Compliance. Provider agrees at all times in performance of this agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.35.2 Advisement. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the County designated representative and provide all information needed for resolution of the questions.

D.35.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 AND D.24.2, Provider is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including Provider for this purpose, from making any decision on behalf of County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has the potential to confer any pecuniary benefit on Provider or any business firm in which Provider has an interest of any type, with certain narrow exceptions.

D.36 NONDISCRIMINATION. During the performance of the Agreement, Provider shall not unlawfully discriminate against any employee of the Provider or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Provider shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act, Provider shall give written notice of its obligations under this clause to any labor agreement. Provider shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this agreement.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

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D.38 TAXPAYER I.D. NUMBER. The County shall not disburse any payments to Provider pursuant to this Agreement until Provider supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Provider's signature on page 2 of this Agreement).

D.39 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Shauna Rossington
Mountain Circle Family Services
PO Box 554
Greenville, CA 95947

END OF ATTACHMENT D

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**ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY
BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is made effective July 1, 2013, by and between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104.191, known as "the Administrative Simplification provisions," direct the Department of Health and Social Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Social Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. ~~The Parties wish to enter into or have entered into an arrangement whereby~~ Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Plumas County and MOUNTAIN CIRCLE FAMILY SERVICES AGENCY dated," JULY 1, 2013 and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

- 1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- 1.1 **Business Associate.** Business Associate shall mean MOUNTAIN CIRCLE FOSTER FAMILY AGENCY.

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- 1.2 Covered Entity. Covered Entity shall mean that part of the County of Plumas designated as the hybrid entity within the County of Plumas subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).
- 1.3 Designated Record Set. Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.
- 1.4 Individual. Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 1.5 Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.
- 1.6 Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.7 Required By Law. Required by law shall have the same meaning as the term required by law in Section 164.504...
- 1.8 Secretary. Secretary shall mean the Secretary of the United States Department of Health and Social Services or his or her designee.

2. Obligations and Activities of Business Associate:

- 2.1 Business Associate agrees to provide National Provider identification (NPI) number to Covered Entity for billing of services provided.
- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

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DSS 13/14-013

- 2.6 Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Information.
- 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- 2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.9 Business Associate agrees to make Internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 2.11 Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 3. Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified the Arrangement Agreement provided that such use of disclosure would not violate the Privacy Rule if done by Covered Entity.
- 4. Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

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5. Permissible Requests by Covered Entity: Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination:

6.1 Term. The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3. Effect of Termination.

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

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7. Miscellaneous:

- 7.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104.191.
- 7.3 **Survival.** The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E

HAMILTON BRANCH
COMMUNITY SERVICES DISTRICT
3749 HIGHWAY A-13
LAKE ALMANOR, CA 96137-9700
(530) 596-3002
FAX: (530) 596-4440

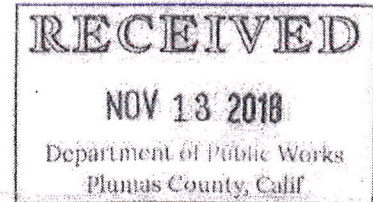


5F

November 8, 2018

Plumas County Road Dept.
1834 E. Main Street
Quincy, Calif. 95971

Attention Claims Dept.



Dear Sirs;

On October 18, 2018, at approximately 10:30 am Mr. Russ Furtado your local Supervisor for the Lake Almanor area advised me of a water leak on Lake Almanor Drive. This is a portion of the resurfacing of the Lake Almanor Drive in order to remove the tree roots crossing the street.

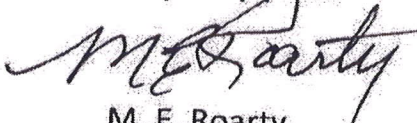
The leak occurred between 3708-3712 Lake Almanor Drive on the shoulder of the road, where a large county truck had been parked, waiting to remove debris as a result of the root removal project.

The water lines in this area were originally installed some 40+ years ago and placed only 1 ½ feet deep. Today the standard Operating Procedure is a minimum of 3 feet. During these 40 +years we have not experienced any broken water lines in this area. There is major use due to the Hamilton Branch Property Assoc. using the nearby boat launch and their parking on the shoulder.

I am enclosing a statement from Turner Construction of their charges as well as our Districts labor expense.

If you have any questions regarding this claim, please contact me @530-596-3002.

Very truly yours


M. E. Roarty
General Manager

STATEMENT OF CHARGERS

FOR DAMAGES

3708 LAKE ALMANOR DRIVE

LABOR ONLY (NC OF MISC MATERIAL)

CHIEF OPERATOR 2 HRS. @\$23.64----- \$47.28

GENERAL MANAGER 2 HRS. @ \$33.14 ----\$66.28

TURNER EXCAVATING-----\$587.50

TOTAL

\$701.06



Invoice

Date	Invoice #
11/5/2018	5640

3746 Big Springs Rd-Lake Almanor, CA 96137

Bill To:
HAMILTON BRACH COMMUNITY SERVICE DIST.
3749 HWY. A 13
LAKE ALMANOR CA 96137

Project Location
JOBSITE:
LAKE ALMANOR DR

P.O./REF	
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Terms	Net 30
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Due Date	12/5/2018
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Quantity	Item Code	Description	Price Each	Amount
2.5	BACKHOE	DIG UP LEAK		
2.5	LABOR	HANDWORK	100.00	250.00
2.5	SHOP RATE	SERVICE TRUCK	50.00	125.00
			85.00	212.50
			Total	\$587.50

Our office is located at 3746 Big Springs Rd in Hamilton Branch. Mon-Fri 8-12 & T-5.
Please make all checks payable to TURNER EXCAVATING, INC
For your convenience, we also accept Visa/MC/Disc/Amex. THANK YOU FOR YOUR BUSINESS!

turnerexcavating@frontier.com

HAMILTON BRANCH

COMMUNITY SERVICES DISTRICT

3749 HIGHWAY A-13

LAKE ALMANOR, CA 96137-9700

RENO NV 894

SEP 20 2013 PM 1:11



Dumas County Road Dept.
1834 E. Main Street
Dunsmuir, Calif 95971

Made for Joe and Bob

95971 95795

