



**Board of Supervisors**

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING**

**OCTOBER 17, 2023 TO BE HELD AT 10:00 AM**

**520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://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.

## **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

## **ZOOM Participation**

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

## **Public Comment Opportunity/Written Comment**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

[Public@countyofplumas.com](mailto:Public@countyofplumas.com)

## **CALL TO ORDER**

## **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. BOARD OF SUPERVISORS**

- A. Discussion regarding Property "Dame Shirley Plaza" - APN 115-053-001; request from Judicial Council of California regarding County's intent to sell; discussion and possible action. [View Item](#)

### **2. UPDATES AND REPORTS**

#### **A. DISASTER RECOVERY OPERATIONS**

Report and update Dixie Fire Recovery efforts; receive report and discussion

#### **B. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

#### **C. US FOREST SERVICE - US FOREST SERVICE**

Report and update.

**D. MUNIS HR/PAYROLL MODULE UPDATE**

Report and update on Pentamation, Tyler/Munis software migration and efforts.

**E. COUNTY TREASURER'S REPORT**

Report and update on County Investments

**3. CONSENT AGENDA**

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

**A. PUBLIC WORKS**

- 1) Approve and authorize the Department of Public Works to recruit and fill, funded and allocated, vacant extra-help snow removal workers throughout its maintenance districts; (No General Fund Impact) as approved in FY23/24 budget. [View Item](#)

**B. PLANNING**

- 1) Approve and authorize Chair to sign Amendment No. 1 to a Funding Agreement between Plumas County and Indian Valley Community Services District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program; effective October 17, 2023; not to exceed \$440,512; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize Chair to sign Amendment 2 to a Funding Agreement between Plumas County and Sierraville Public Utility District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program; effective October 17, 2023; not to exceed \$1,132,660; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

**C. HUMAN RESOURCES - Nancy Selvage**

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2023/2024 Position Allocation for Building Department flexibly allocating Building Planchek/Inspector 1.0 FTE and reducing flexibly allocated Building Inspector job classification by 1.0 FTE – DEPARTMENT #20426; (General Fund Impact) \$6,400.52; discussion and possible action. **Roll call vote** [View Item](#)

**4. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

- 1) Approve and authorize Chair to sign an agreement between Beckwourth CSA and Guess Plumbing and Supply for Sewer Lift Station Pump Installation; effective October 17, 2023; not to exceed \$78,157; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. [View Item](#)

**B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS**

**C. CONVENE AS PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT GOVERNING BOARD**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Flood Control and California Natural Resources Agency, Department of Water Resources for Approval of Amendment No. 19; effective October 17, 2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. [View Item](#)

**D. ADJOURN AS PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT GOVERNING BOARD**

**5. ALLIANCE FOR WORKFORCE DEVELOPMENT**

- A. **Presentation:** 23/24 Fiscal year services provided by the Alliance for Workforce Development, Inc. provided by Melissa Smith, Business Service Representative for Plumas County Chester Office. [View Item](#)

**6. DEPARTMENTAL MATTERS**

**A. PROBATION - Keevin Allred**

- 1) Adopt **RESOLUTION** continuing implementation of new Plumas County Probation Department policies and procedures through Lexipol; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote** [View Item](#)

**B. SHERIFF'S OFFICE - Todd Johns**

- 1) Approve and authorize Chair to ratify and sign a lease agreement between Plumas County Sheriff's Office and Inter-State Oil Company for lease of Temporary Greenville Sub Station; effective October 1, 2023; not to exceed \$44,344.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the City of Portola for law enforcement services to the City of Portola; effective July 1, 2023; (General Fund Impact) incoming revenue totaling approximately \$130,000.00; approved as to form by County Counsel; discussion and possible action. [View Item](#)

**C. PUBLIC WORKS - John Mannie**

- 1) Approve and authorize Chair to sign a purchase order between Plumas County Public Works and Snoquip, Inc. for the fixed asset purchase of 2 sand spreaders; not to exceed \$22,296.01; (General Fund Impact) as approved in FY 23/24 budget; discussion and possible action. **Four/Fifths roll call vote** [View Item](#)

**D. ENGINEERING DEPARTMENT**

- 1) Discussion of the transfer of \$149,595.10 of one-time LATCF funds to the Beckwourth County Services Area; as approved at the October 3, 2023 Board of Supervisors meeting by the BCSA Governing Board. [View Item](#)

**7. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. County Administrative Officer's Report
- B. Approve and authorize the transfer of \$149,595.10 of one-time LATCF funds to the Beckwourth County Services Area; as approved at the October 3, 2023 Board of Supervisors meeting by the BCSA Governing Board discussion and possible action. [View Item](#)

**8. BOARD OF SUPERVISORS**

- A. PG&E/Dixie Fire settlement funds; discussion and possible action [View Item](#)
- B. Correspondence

C. Appointments

1) Appoint Allen Hiskey to Clerk of the Board of Supervisors, effective October 23, 2023.

D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

**9. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. 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

C. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020- 00283112

E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (1 case) and (e)(2) (2 cases) of Government Code Section 54956.9 [View Item](#)

- G. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**10. ADJOURNMENT**

Adjourn meeting to Tuesday, November 7, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** October 17, 2023

**SUBJECT:** Discussion regarding Property "Dame Shirley Plaza" - APN 115-053-001; request from Judicial Council of California regarding County's intent to sell; discussion and possible action.

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**Recommendation:**

Discussion regarding Property "Dame Shirley Plaza" - APN 115-053-001; request from Judicial Council of California regarding County's intent to sell; discussion and possible action.

**Background and Discussion:**

Discussion regarding Property "Dame Shirley Plaza" - APN 115-053-001; request from Judicial Council of California regarding County's intent to sell.

**Action:**

Discussion regarding Property "Dame Shirley Plaza" - APN 115-053-001; request from Judicial Council of California regarding County's intent to sell.

**Fiscal Impact:**

N/A

**Attachments:**

None



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III

**MEETING DATE:** October 17, 2023

**SUBJECT:** **Approve and authorize** the Department of Public Works **to recruit and fill, funded and allocated, vacant extra-help snow removal workers throughout its maintenance districts; (No General Fund Impact) as approved in FY23/24 budget.**

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**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to recruit and fill extra-help snow removal workers for all of its maintenance districts.

**Background and Discussion:**

Every year, the Public Works Department seeks for extra-help employees to work during the winter months to help with snow removal across all of its maintenance districts in the County.

The Department is requesting to recruit and fill these positions for the winter months of fiscal year 23/24.

**Action:**

Authorization for the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts.

**Fiscal Impact:**

Funding for these positions is budgeted under expense account 51020, other wages, in the FY23/24 Public Works budget as approved by the Board of Supervisors on October 2, 2023.

**Attachments:**

None



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** October 17, 2023

**SUBJECT:** **Approve and authorize Chair to sign Amendment No. 1 to a Funding Agreement between Plumas County and Indian Valley Community Services District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program; effective October 17, 2023; not to exceed \$440,512; (No General Fund Impact); approved as to form by County Counsel.**

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**Recommendation:**

Approve and authorize Chair to sign Amendment No. 1 to a Funding Agreement between Plumas County and Indian Valley Community Services District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program; effective October 17, 2023; not to exceed \$440,512.

**Background and Discussion:**

Department of Water Resources of the State of California (“State” or “DWR”) executed a Grant Agreement (April 6, 2021) Number 4600013818, including Amendment 1 (October 13, 2022), Amendment 2 (November 10, 2022), and Amendment 3 (July 20, 2023) (“Grant Agreement”), with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (“Proposition 1”) to assist in financing projects included in and implemented under the Upper Feather River (“UFR”) Integrated Regional Water Management Plan (“IRWM Plan”) pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740).

The Indian Valley Community Services District project is entitled North Main Water Use Efficiency, Reliability, and Extension Project (Project 2). Major project components include new water services and laterals for approximately 20 customers, installation of two new fire hydrants and the installation of approximately 250 feet of water main. The proposed project will replace existing known substandard infrastructure. Outcomes will include improved water use efficiency, improved fire protection infrastructure, less financial burden following the Dixie Fire for a community that is already economically challenged. The Extension component of the Project will construct approximately 270 feet of 4-inch new water distribution pipelines, 60 feet of new water services, and laterals for approximately 14 customers, and installation of one new fire hydrant. The project will include the abandonment of the existing 50-year-old 2-inch steel water pipeline that is known to have reliability and leakage issues. The combined project will conserve approximately 22 acre-feet per year of water and will provide water quality improvements, water supply reliability, and improved fire protection infrastructure for the Town of Greenville to rebuild critical infrastructure that was impacted by the 2021 Dixie Fire.

On July 20, 2023, the County and DWR executed Amendment 3 to the Grant Agreement (Number 4600013818), and, due to an additional increase in available time and funding, in addition to amending the project name, the parties desire to amend the Funding Agreement. Amendment No. 1 [ATTACHMENT 1 TO THIS STAFF REPORT] includes a not to exceed \$440,512 and all construction and implementation work shall be completed by April 30, 2024, and all project administration by May 31, 2024.

**Action:**

Approve and authorize Chair to sign Amendment No. 1 to a Funding Agreement between Plumas County and Indian Valley Community Services District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program; effective October 17, 2023; not to exceed \$440,512.

**Fiscal Impact:**

No General Fund Impact; funding from the Department of Water Resources (DWR) of the State of California under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program.

**Attachments:**

1. 23-669 FINAL\_DWR Grant\_Amd 1\_IVCSD

**FUNDING AGREEMENT AMENDMENT NO. 1**  
**COUNTY OF PLUMAS AND INDIAN VALLEY COMMUNITY SERVICES DISTRICT**  
**PROPOSITION 1 ROUND 1 AND ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT**  
**IMPLEMENTATION GRANT AND 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**

This Amendment No. 1 to the FUNDING AGREEMENT, executed on March 7, 2023, is entered into by and between the County of Plumas ("County") and Indian Valley Community Services District, a local government special district ("Contractor" or "Local Project Sponsor"), or collectively the PARTIES, who agrees as follows.

**A. RECITALS:** This Amendment No. 1 is made with reference to the following facts and objectives:

- a. County and Contractor entered into a written FUNDING AGREEMENT executed on March 7, 2023, (the "Agreement"), in which Contractor received funding from the Department of Water Resources of the State of California ("State" or "DWR") under County executed Grant Agreement Number 4600013818 ("Grant Agreement") with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to assist in financing projects included in and implemented under the Upper Feather River ("UFR") Integrated Regional Water Management Plan ("IRWM Plan") pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740). The Local Project Sponsor's Grant Agreement project is entitled North Main Water Use Efficiency and Reliability Project ("Project 2").
- b. On October 13, 2022, the County and DWR executed Amendment 1 to the Grant Agreement (Number 4600013818), to increase time and funding.
- c. On November 10, 2022, the County and DWR executed Amendment 2 to the Grant Agreement (Number 4600013818), to clean up budget errors apart of Amendment 1.
- d. On July 20, 2023, the County and DWR executed Amendment 3 to the Grant Agreement (Number 4600013818), and, due to an additional increase in available time and funding, in addition to amending the project name, the parties desire to amend the FUNDING AGREEMENT.

**B. AMENDMENTS:** The parties agree to amend the FUNDING AGREEMENT as follows:

**A. PURPOSE:**

Department of Water Resources of the State of California ("State" or "DWR") executed a Grant Agreement (April 6, 2021) Number 4600013818, including Amendment 1 (October 13, 2022), Amendment 2 (November 10, 2022), and Amendment 3 (July 20, 2023) ("Grant Agreement"), with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to assist in financing projects included in and implemented under the Upper Feather River ("UFR") Integrated Regional Water Management Plan ("IRWM Plan") pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740). The Local Project Sponsor's Grant Agreement project is entitled North Main Water Use Efficiency, Reliability, and Extension Project ("Project 2").

**B. CONTRACTOR SHALL:**

3. Adhere to Project 2 Budget and Schedule in accordance with Amendment 3 to the Grant Agreement (Exhibits B and C).

**C. COUNTY SHALL:**

1. Disperse Grant Agreement funds not to exceed Four-Hundred and Forty-Thousand Five-Hundred and Twelve Dollars (\$440,512) to Contractor, as set forth in Amendment 3 to the Grant Agreement Project 2 Budget (Exhibit B).

**D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:**

1. **TERM.** The term of this FUNDING AGREEMENT begins on June 27, 2020, and all construction and implementation work shall be completed by April 30, 2024, and all project administration by May 31, 2024, in accordance with Amendment 3 to the Grant Agreement and Project 2 Schedule.

**C. EFFECTIVENESS OF AGREEMENT:** Except as set forth in this Amendment No. 1 of the FUNDING AGREEMENT, all provisions of the FUNDING AGREEMENT executed on March 7, 2023, shall remain unchanged and in full force and effect.

**In executing this Amendment No. 1 to the FUNDING AGREEMENT, each individual represents that he or she is fully authorized to execute and deliver this Amendment No. 1 and the County (Grantee) demonstrates that Contractor (Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between DWR (State) and County (Grantee).**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 to the FUNDING AGREEMENT.

**COUNTY OF PLUMAS**

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Greg Hagwood, Chair  
Board of Supervisors

DATE

**INDIAN VALLEY COMMUNITY SERVICES DISTRICT**

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Kristine Gorbet  
Board Chair

DATE

**ATTEST**

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Kristina Rogers  
Deputy Clerk of the Board

Approved as to form:



Sara James  
Deputy County Counsel II

**ATTACHMENT 1**

**GRANT AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)**

**AND**

**COUNTY OF PLUMAS**

**AGREEMENT NUMBER 4600013818**

**PROPOSITION 1 ROUND 1 AND ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT AND 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**

**AMENDMENT 3**

**EXECUTED JULY 20, 2023**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA**

**(DEPARTMENT OF WATER RESOURCES) AND**

**COUNTY OF PLUMAS**

**AGREEMENT NUMBER 4600013818**

**PROPOSITION 1 ROUND 1 AND ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT**

**AND**

**2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**

**AMENDMENT 3**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the County of Plumas, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq. and 13198). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq. By executing this Agreement, the Grantee certifies that the purpose of "Project 1: Alternative Water Source Development" is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by August 31, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after November 30, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,671,233.
- 4) **GRANTEE COST SHARE.** Not applicable to this Agreement.
- 5) **BASIC CONDITIONS.**
  - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
    - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
    - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed.

Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 and 2022 IRWM Implementation Grant Program (Program) Guidelines (2019 and 2022 Guidelines). The Grantee shall demonstrate compliance with all eligibility criteria for Project 1 as set forth on pages 3-8, inclusive, of the 2021 Urban and Multibenefit Drought Relief Solicitation Program Guidelines and Solicitation Package.
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
  1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
  2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
    - a) The Grantee submits to the State all applicable permits, as indicated on the Environmental Information Form to the State,
    - b) All documents that satisfy the CEQA process are received by the State,
    - c) The State has completed its CEQA process as a Responsible Agency, and
    - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in

conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Eligible dates for cost reimbursements are listed in Exhibit B (Budget).

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the eligible dates for cost reimbursements as listed in Exhibit B (Budget).
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this Program.

8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter

(i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been

fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment.

Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issue for Project 1. Project 1 may receive an advanced payment of twenty-five (25) percent of its additional grant award added pursuant to Amendment 1; the remaining seventy-five (75) percent of the additional grant award added pursuant to Amendment 1 will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of Amendment 1 of this Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of Amendment 1 of this Agreement will not be eligible to receive an advanced payment.

The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
  - i. Descriptive information of each project with an update on project status
  - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
  - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
  - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
  - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

- iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
  2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
  3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  4. Proof of distribution of advanced funds to LPS(s), if applicable.
- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) **REPAYMENT OF ADVANCES.** The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
  - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
  - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions."

If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) **WITHHOLDING OF DISBURSEMENTS BY THE STATE.** If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) **DEFAULT PROVISIONS.** The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

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

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) **CONTINUING ELIGIBILITY.** The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 and 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines , page 11 of the 2022 Guidelines, and as stated on page 22 of the 2019 IRWM Implementation Grant Proposal Solicitation Package and page 24 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 and 2022 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 and 2022 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. **Quarterly Progress Reports:** The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the

State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).

- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide

monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) **NOTIFICATION OF STATE.** The Grantee shall promptly notify the State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
- E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) **PERFORMANCE EVALUATION.** Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: Arthur.Hinojosa@water.ca.gov

County of Plumas

Dwight Ceresola  
Chair, Board of Supervisors  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6170  
Email: ceresolasuper1@yahoo.com

Direct all inquiries to the Project Manager:

Department of Water Resources

LeAnne Sweeny  
Environmental Scientist  
PO Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6808  
Email: LeAnne.Sweeny@water.ca.gov

County of Plumas

Tracey Ferguson, AICP  
Planning Director, Planning Department  
555 Main Street  
Quincy, CA 95971  
Phone: (530) 283-6214  
Email: TraceyFerguson@countyofplumas.com

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

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

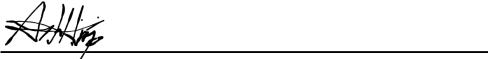
Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement Amendment 3.

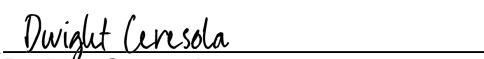
STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa  
Manager, Division of Regional Assistance

Date 7/20/2023

COUNTY OF PLUMAS



Dwight Ceresola  
Chair, Board of Supervisors

Date 7/12/2023

Approved as to Form



Gretchen Stuhr  
County Counsel

Date 7/20/2023

## EXHIBIT A

### WORK PLAN

#### Grant Administration

##### IMPLEMENTING AGENCY: County of Plumas

**PROJECT DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

##### Budget Category (a): Project Administration

###### Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

###### Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

###### **Deliverables:**

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

###### Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

###### **Deliverables:**

- Quarterly Progress Reports
- Grant Completion Report

**PROJECT 1: Alternative Water Source Development****IMPLEMENTING AGENCY: Sierraville Public Utilities District (Sierraville PUD)**

**PROJECT DESCRIPTION:** The project consists of the demolition of the existing booster building and construction of a new fire-resistant booster building, includes booster pumps, control center, new SCADA telemetry system, onsite power generation, and drainage and site improvements. Work will be performed in Sierraville at the current spring and booster site. The project will modernize and improve pumping reliability, provide power generation during Public Safety Power Outages, and increase firefighting capabilities. This will result in increased reliability for the approximately 55 acre-feet per year (AFY) water supply and greenhouse gas savings of 2 metric tons of carbon per year.

**Budget Category (a): Project Administration****Task 1: Project Management**

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation

**Task 2: Reporting**

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement****Task 3: Land Purchase - Not Applicable.****Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 4: Feasibility Studies**

A preliminary engineering report was previously prepared.

**Deliverables:**

- Preliminary engineering report

**Task 5: CEQA Documentation**

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

Review US Forest Service Use Permit and amend if need.

**Deliverables:**

- Permits as required

**Task 7: Design**

Complete preliminary design including the following supporting work: Geotechnical investigation and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for and 100% (Final) design, plans, and specifications.

**Deliverables:**

- Basis of Design Report
- Geotechnical Report
- Hydrogeological Report
- 100% Design Plans and Specifications

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization costs of the general contractor.

11(b): Site preparation will include execution of the sediment and erosion control plan, tree removal, minor grading and grubbing, and the addition of a culvert and crushed rock to the front of the building to stabilize the road and allow site drainage to move away from the structure. Organic debris will be removed in accordance with US Forest Service requirements.

11(c): Install, construct, excavate: Excavation and construction of footings, slab, and construction of a 20'x16' block building, excavation and installation of piping necessary to connect existing spring pipe to the booster pumps, and associated internal piping. Installation of plumbing such as hose bibs and eye wash station. Install a motor control center, main breaker and sub panel, transfer switch for the generator, lighting, wall fan and louvers. Install skid mounted twin 5 horsepower pumps and motors. Install a concrete slab for the installation of a propane generator, including a pitched roof over the generator for protection from heavy snows.

11 (d): Improve: Minor improvement of the 250-foot access road to the booster building to improved drainage control.

#### **Deliverables:**

- Photographic Documentation of Progress
- Construction Notes

**PROJECT 2: North Main Water Use Efficiency, Reliability, and Extension Project****IMPLEMENTING AGENCY: Indian Valley Community Services District (IVCSD)**

**PROJECT DESCRIPTION:** Major project components include new water services and laterals for approximately 20 customers, installation of two new fire hydrants and the installation of approximately 250 feet of water main. The proposed project will replace existing known substandard infrastructure. Outcomes will include improved water use efficiency, improved fire protection infrastructure, less financial burden following the Dixie Fire for a community that is already economically challenged.

The Extension component of the Project will construct approximately 270 feet of 4-inch new water distribution pipelines, 60 feet of new water services, and laterals for approximately 14 customers, and installation of one new fire hydrant.

The project will include the abandonment of the existing 50-year-old 2-inch steel water pipeline that is known to have reliability and leakage issues. The combined project will conserve approximately 22 acre-feet per year of water and will provide water quality improvements, water supply reliability, and improved fire protection infrastructure for the town of Greenville as they work to rebuild critical infrastructure that was impacted by the Dixie Fire of 2021.

**Budget Category (a): Project Administration**Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation
- Environmental Information Form (EIF)

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase - Not Applicable.**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Preliminary plans were developed, and estimates were compiled. Onsite review was performed by the Engineer and the proper environmental documents were completed.

**Deliverables:**

- Preliminary Plans
- Preliminary Cost Estimates
- Relevant Feasibility Studies

**Task 5: CEQA Documentation**

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

It is anticipated that the project will require review by the State Water Resources Control Board Division of Drinking Water for compliance with State Waterworks Standards. An updated Water Supply Permit will not be needed as part of the construction completion. The project will require an encroachment permit through Plumas County for work within the County Right-of-Way.

**Deliverables:**

- Permits as required

**Task 7: Design**

The engineer will review all documents such as existing drawings, specifications and other information that is available and will make on-site visit(s) in order to gather additional field-related information. The preliminary design will include the following supporting work, as necessary: geotechnical investigation, topographic survey, location of existing utilities and confirmation of operational strategies with system operators.

Preliminary design will also include preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details for consideration and approval by owner and regulatory authorities. Final design will include the development of final plans and specifications for all project components. Final design will include details for pipeline and service installation, valve details, thrust restraint, and all aspects of the project as required for a complete set of construction documents. Technical Specifications are anticipated to cover site development, earthwork, pipe installation, valves, testing, precast concrete, and disinfection of all facilities. Final design will also include the initial compilation of bid and contract documents with the technical specifications. A final opinion of probable construction cost will be provided.

**Deliverables:**

- 100% Design Plans and Specifications
- Geotechnical Report, if necessary
- Topographic Survey, if necessary

### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

#### **Budget Category (d): Construction/Implementation**

### Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A project manager will be on site for the duration of the project. Project manager duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Materials will be ordered, shipped, and stored at a staging area near the site. Equipment will be mobilized in preparation for the construction of new facilities.

11(b): Pipe installation includes installing new pipeline, service laterals, residential services, and hydrants. Install approximately 250-feet of new 8-inch water main, service laterals, and two (2) new fire hydrants to serve approximately 20 customers. The Extension component of the project will install approximately 270 feet of new 4-inch pipeline and approximately 60 feet of service laterals for residential services for approximately 14 customers and install one (1) new hydrant.

11(c): Performance Testing: Pressure test of new facilities, bacteriological testing prior to placing into service, in place density testing of backfill.

#### **Deliverables:**

- Photographic Documentation of Progress
- Construction reports and test results

## EXHIBIT B

## BUDGET

## AGREEMENT BUDGET SUMMARY

	Prop 1 Round 1 Grant Amount <sup>1</sup>	Prop 1 Round 2 Grant Amount <sup>2</sup>	UMBDRP Grant Amount <sup>3</sup>	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$70,876	\$7,185	\$20,000	\$0	\$0	<b>\$98,061</b>	N/A
<b>PROJECTS</b>							
1 Alternative Water Source Development	\$627,660	\$0	\$505,000	\$0	\$75,681	<b>\$1,208,341</b>	0%
2 North Main Water Use Efficiency, Reliability, and Extension Project	\$304,000	\$136,512	\$0	\$0	\$43,000	<b>\$483,512</b>	0%
<b>GRAND TOTAL</b>	<b>\$1,002,536</b>	<b>\$143,697</b>	<b>\$525,000</b>	<b>\$0</b>	<b>\$118,681</b>	<b>\$1,789,914</b>	-

**NOTES:**

<sup>1</sup>Costs incurred after June 20, 2020 will be eligible for Proposition 1 Round 1 grant reimbursement.

<sup>2</sup>Costs incurred after November 22, 2022 will be eligible for Proposition 1 Round 2 grant reimbursement.

<sup>3</sup>Costs incurred after June 10, 2022 will be eligible Urban and Multibenefit Drought Relief grant reimbursement.

**Grant Administration**

Implementing Agency: County of Plumas

BUDGET CATEGORY	Prop 1 Round 1 Grant Amount	Prop 1 Round 2 Grant Amount	UMBDRP Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a Project Administration	\$70,876	7,185	\$20,000	\$0	\$0	<b>\$98,061</b>
<b>TOTAL COSTS</b>	<b>\$70,876</b>	<b>\$7,185</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$98,061</b>

**PROJECT 1: Alternative Water Source Development**

Implementing Agency: Sierraville Public Utilities District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Prop 1 Round 1 Grant Amount	UMBDRP Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$29,378	\$0	\$0	\$5,060	<b>\$34,438</b>
b Land Purchase / Easement	\$0	\$0	\$0	\$0	<b>\$0</b>
c Planning / Design / Engineering / Environmental Documentation	\$90,944	\$0	\$0	\$16,710	<b>\$107,654</b>
d Construction / Implementation***	\$507,338	\$505,000	\$0	\$53,911	<b>\$1,066,249</b>
<b>TOTAL COSTS</b>	<b>\$627,660</b>	<b>\$505,000</b>	<b>\$0</b>	<b>\$75,681</b>	<b>\$1,208,341</b>

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C

\*Project received a 100% DAC cost share waiver.

\*\* Other cost share comes from USDA Rural Development Grant/Loan.

\*\*\*Work related to booster building shall be eligible for reimbursement (Grant Share = \$505,000 only after June 10, 2022)

**PROJECT 2: North Main Water Use Efficiency, Reliability, and Extension Project**

Implementing Agency: Indian Valley Community Services District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Prop 1 Round 1 Grant Amount <sup>1</sup>	Prop 1 Round 2 Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$0	\$0	\$21,000	<b>\$21,000</b>
b Land Purchase / Easement	\$0	\$0	\$0	\$0	<b>\$0</b>
c Planning / Design / Engineering / Environmental Documentation	\$22,050	\$0	\$0	\$22,000	<b>\$44,050</b>
d Construction / Implementation	\$281,950	\$136,512	\$0	\$0	<b>\$418,462</b>
<b>TOTAL COSTS</b>	<b>\$304,000</b>	<b>\$136,512</b>	<b>\$0</b>	<b>\$43,000</b>	<b>\$483,512</b>

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*Project received a 100% DAC cost share waiver.

\*\* Other cost share comes from in-kind Indian Valley Community Services District staff time.

**EXHIBIT C**  
**SCHEDULE**

**Grant Administration**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	10/1/2020	8/31/2024

**PROJECT 1: Alternative Water Source Development**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	3/1/2021	3/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/1/2021	7/31/2022*
d	Construction / Implementation	5/1/2022	12/31/2023

\*Overlap in schedules for categories (c) and (d) is to provide for permitting compliance.

**PROJECT 2: North Main Water Use Efficiency, Reliability, and Extension Project**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	8/1/2022	5/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	5/1/2022	10/31/2022*
d	Construction / Implementation	8/1/2022	4/30/2024

\*Overlap in schedules for categories (c) and (d) is to allow for minor revisions to final design during site preparation activities.

**EXHIBIT D****STANDARD CONDITIONS**

D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
  - i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State. Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner. Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.

D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. **GOVERNING LAW:** This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.25. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in

conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. **SEVERABILITY:** Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
  - A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. **SUCCESSORS AND ASSIGNS:** This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must

provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.42. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."

D.43. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. **TIMELINESS:** Time is of the essence in this Grant agreement.

D.46. **TRAVEL – DAC, EDA, TRIBES PROJECT:** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. **UNION ORGANIZING:** Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:

- No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
- Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
- Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.48. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49. **WAIVER OF RIGHTS:** None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

## EXHIBIT E

### AUTHORIZING RESOLUTION

#### RESOLUTION NO. 2020-8490

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
AUTHORIZING THE PROPOSAL SUBMITTAL AND EXECUTION OF AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR  
THE PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT**

**WHEREAS**, the Plumas County Board of Commissioners is the governing body for the Plumas County Community Development Commission and adopted Resolution No. 2019-005 on November 18, 2019 authorizing the agency to apply for and/or administer the Department of Water Resources water grants as part of the Integrated Regional Water Management process; and

**WHEREAS**, an application was submitted by the Plumas County Community Development Commission to the Department of Water Resources for the Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant with the Plumas County Community Development Commission as the grant applicant; and

**WHEREAS**, due to concerns regarding the Plumas County Community Development Commission's staffing capacity and Department of Water Resources grant management experience it is the desire of the Upper Feather River Regional Water Management Group to change the grant applicant to the County of Plumas; and

**WHEREAS**, on June 5, 2020 a letter was submitted on behalf of the Upper Feather River Regional Water Management Group to the Department of Water Resources requesting the change of applicant; and

**WHEREAS**, said letter states Plumas County has a long history of administering grant funding in the Upper Feather River Integrated Regional Water Management region and has been the umbrella agency since 2014 for coordinating the Upper Feather River Regional Water Management Group; and

**WHEREAS**, on June 5, 2020 the Department of Water Resources replied to the Upper Feather River Regional Water Management Group acknowledging receipt of the letter with the change of applicant request and confirmed the change will be made; and

**WHEREAS**, the Board of Supervisors is the governing body of Plumas County and the Chair of the Board of Supervisors has the delegated authority to execute contract agreements.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF PLUMAS COUNTY RESOLVE THAT:**

The proposal be made to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and the Chair of the Board of Supervisors, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

**ADOPTED** July 16, 2020, by the Board of Supervisors of the County of Plumas by the following vote:

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

**NOES:** NONE

**ABSENT:** NONE

**ABSTAIN:** NONE



Kevin Goss  
Chair, Board of Supervisors

**ATTEST:**  
  
Nancy DaForno  
Clerk of said Board of Supervisors

**RESOLUTION NO. 22- 8726**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF PLUMAS**  
**AUTHORIZING**  
**THE 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**  
**APPLICATION, ACCEPTANCE, AND EXECUTION**  
**FOR THE SIERRAVILLE PUBLIC UTILITIES DISTRICT**  
**BOOSTER STATION REPLACEMENT PROJECT**

**WHEREAS**, Plumas County proposes to implement the Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant (P1R1IG) Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

**WHEREAS**, Project 1 of the Plumas County P1R1IG is the Sierraville Public Utilities District Booster Station Replacement Project and has been awarded \$627,660.00; and

**WHEREAS**, due to increasing inflationary costs since the P1R1IG grant award, the project construction costs have increased significantly; and

**WHEREAS**, the Upper Feather River IRWM Region is located within the Mountain Counties Funding Area and is a party to the Mountain Counties Funding Area Memorandum of Commitment, which specifies an equal allocation of funding through the Proposition 1 Disadvantaged Community (DAC) Involvement Program for each member within the Funding Area, thereby establishing the Funding Area as a non-competitive region for grant funds distributed under the Program; and

**WHEREAS**, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Urban and Multibenefit Drought Relief Grant Program DAC Set Aside funding, anticipated at \$525,000.00, to support the completion of the P1R1IG Project 1 Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, there is no required match and the Grant Program allows for a portion of the funding to be dedicated to Plumas County for grant administration.

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding.
2. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

**CERTIFICATION** I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by Supervisor Thrall and seconded by Supervisor Engel, and motion passed by the following vote:

AYES: Supervisor(s) Ceresola, Hagwood, Engel, Traill, Goss

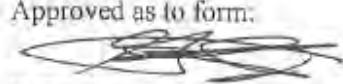
NOES: None

ABSTAIN: None

ABSENT: None

  
Kevin Goss  
Chair, Board of Supervisors

Attest:  
  
Heidi White  
Clerk of said Board of Supervisors

Approved as to form:  
  
Gretchen Stuhr  
Plumas County Counsel

**RESOLUTION NO. 22- 8727**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF PLUMAS**  
**AUTHORIZING**  
**THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT**  
**IMPLEMENTATION GRANT**  
**APPLICATION, ACCEPTANCE, AND EXECUTION**  
**FOR THE**  
**INDIAN VALLEY COMMUNITY SERVICE DISTRICT NORTH MAIN EXTENSION**  
**WATER USE EFFICIENCY AND RELIABILITY PROJECT**

**WHEREAS**, Plumas County proposes to implement the Indian Valley Community Service District North Main Water Use Efficiency and Reliability Project; and

**WHEREAS**, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Indian Valley Community Service District North Main Water Use Efficiency and Reliability Project; and

**WHEREAS**, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

**WHEREAS**, Project 2 of the Plumas County Proposition 1 Round 1 funding is the North Main Water Use Efficiency and Reliability Project and has been awarded \$304,000.00; and

**WHEREAS**, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Round 2 funding, at \$143,696.67, to continue to support the Indian Valley Community Service District with the extension of water lines under a separate North Main Extension Water Use Efficiency and Reliability Project; and

**WHEREAS**, there is no required match and the Implementation Grant allows for a portion of the funding to be dedicated to Plumas County for grant administration.

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

1. The proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and
2. To enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and

3. The Chair of the Board of Supervisors, or designee (Planning Director), is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

**CERTIFICATION** I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by Supervisor Thrall and seconded by Supervisor Engel, and motion passed by the following vote:

AYES: Supervisor(s) Ceresola, Hagwood, Engel, Thrall, Goss

NOES: None

ABSTAIN: None

ABSENT: None



Kevin Goss  
Chair, Board of Supervisors

Attest:  
  
Heidi White  
Clerk of said Board of Supervisors

Approved as to form:



Gretchen Stuhr  
Plumas County Counsel

**EXHIBIT F****REPORT FORMATS AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

**PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

**PROJECT COMPLETION REPORT**

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

**Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

**Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

## Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

## Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

## **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

## **POST-PERFORMANCE REPORT**

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

### Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

## EXHIBIT G

### REQUIREMENTS FOR DATA SUBMITTAL

#### **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### **Groundwater Level Data**

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

**EXHIBIT H****STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

## EXHIBIT I

### LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

#### Local Project Sponsor Agency Designation

**Sponsored Project:** Project 1: Alternative Water Source Development

**Sponsor Agency:** Sierraville Public Utilities District

**Agency Address:** PO Box 325, Sierraville, CA 96126

**Project Location:** Sierraville, California (39.56185000, -120.371483)

#### Local Project Sponsor Agency Designation

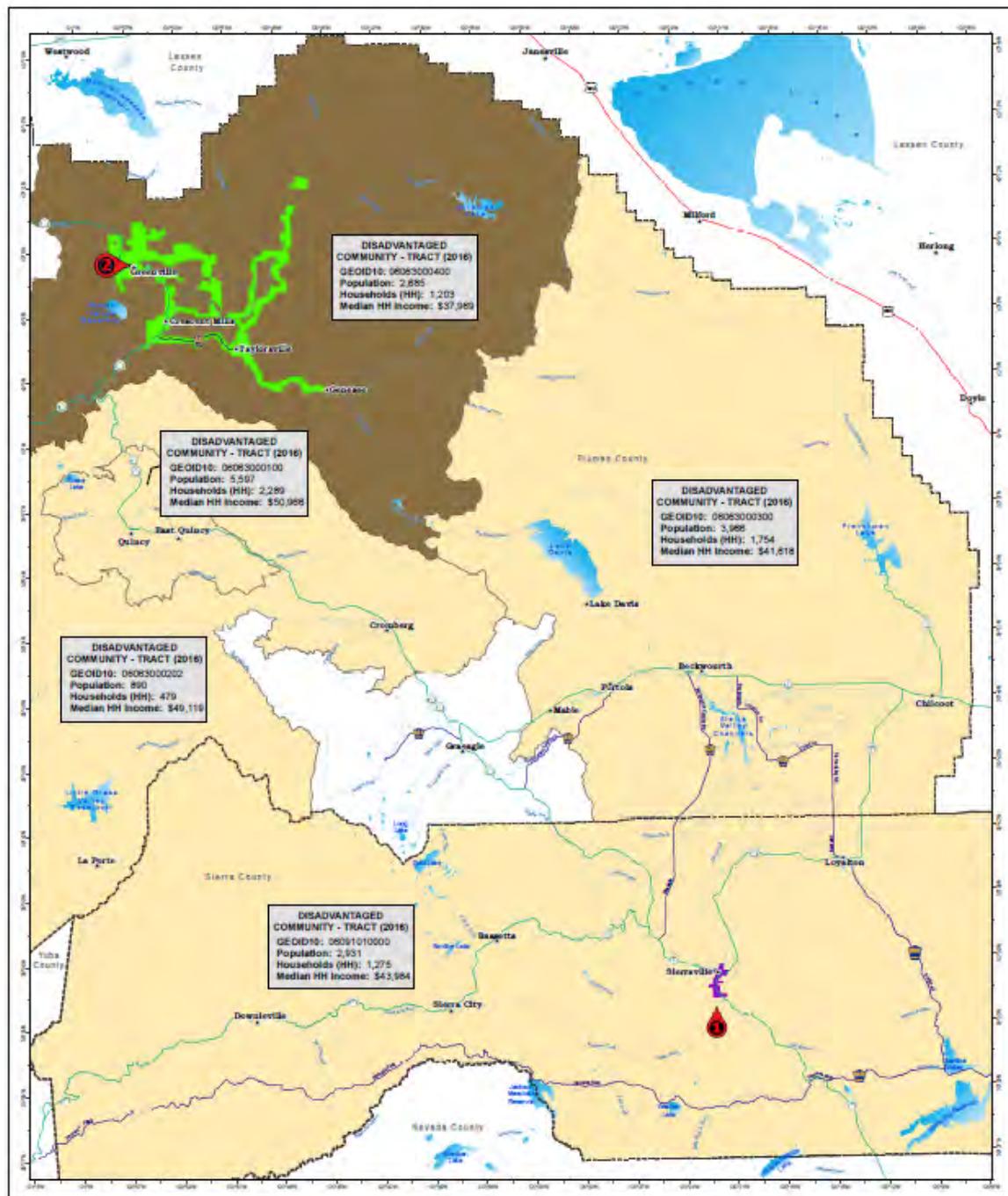
**Sponsored Project:** Project 2: North Main Water Use Efficiency, Reliability, and Extension Project

**Sponsor Agency:** Indian Valley Community Services District

**Agency Address:** PO Box 899, 127 Crescent Street Suite #1, Greenville, CA 95947-0899

**Project Location:** Greenville, California (40.1359, -120.95785)

## Upper Feather River Project Sites



### UPPER FEATHER RIVER IRWM PROPOSITION 1, ROUND 1 IMPLEMENTATION PROJECTS

Map created by Plumas County GIS Division  
Data: 2010/2011 MSA Data Sources: Digital Maps, Plumas Planning Data, CADW  
Source: Disadvantaged Communities and Project California State Plan, Zone 1, 2007-2013



**EXHIBIT J****Project Monitoring Plan Guidance****Introduction**

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

**Project Monitoring Plan Requirements**

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** October 17, 2023

**SUBJECT:** Approve and authorize Chair to sign Amendment 2 to a Funding Agreement between Plumas County and Sierraville Public Utility District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program; **effective October 17, 2023; not to exceed \$1,132,660; (No General Fund Impact); approved as to form by County Counsel.**

---

**Recommendation:**

Approve and authorize Chair to sign Amendment 2 to a Funding Agreement between Plumas County and Sierraville Public Utility District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program; effective October 17, 2023; not to exceed \$1,132,660.

**Background and Discussion:**

Department of Water Resources of the State of California ("State" or "DWR") executed a Grant Agreement (April 6, 2021) Number 4600013818, including Amendment 1 (October 13, 2022), Amendment 2 (November 10, 2022), and Amendment 3 (July 20, 2023) ("Grant Agreement"), with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to assist in financing projects included in and implemented under the Upper Feather River ("UFR") Integrated Regional Water Management Plan ("IRWM Plan") pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740).

The Sierraville Public Utility District's project is entitled Alternative Water Source Development (Project 1). The project consists of the demolition of the existing booster building and construction of a new fire-resistant booster building, includes booster pumps, control center, new SCADA telemetry system, onsite power generation, and drainage and site improvements. Work will be performed in Sierraville at the current spring and booster site. The project will modernize and improve pumping reliability, provide power generation during Public Safety Power Outages, and increase firefighting capabilities. This will result in increased reliability for the approximately 55 acre-feet per year (AFY) water supply and greenhouse gas savings of 2 metric tons of carbon per year.

On July 20, 2023, the County and DWR executed Amendment 3 to the Grant Agreement (Number 4600013818), and because of an additional increase in available time, the parties, again, desire to amend the Funding Agreement. Amendment No. 2 [ATTACHMENT 1 TO THIS STAFF REPORT] includes the term being that all construction and implementation work shall be completed by December 31, 2023, and all project administration by March 31, 2024.

**Action:**

Approve and authorize Chair to sign Amendment 2 to a Funding Agreement between Plumas County and Sierraville Public Utility District under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program.

**Fiscal Impact:**

No General Fund Impact; funding from the Department of Water Resources (DWR) of the State of California under the Proposition 1 Round 1 and Round 2 Integrated Regional Water Management Implementation Grant and 2021 Urban and Multibenefit Drought Relief Grant Program.

**Attachments:**

1. 23-670 FINAL\_DWR Grant\_Amd 2\_SPUD

**FUNDING AGREEMENT AMENDMENT NO. 2**  
**COUNTY OF PLUMAS AND SIERRAVILLE PUBLIC UTILITY DISTRICT**  
**PROPOSITION 1 ROUND 1 AND ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT**  
**IMPLEMENTATION GRANT AND 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**

This Amendment No. 2 to the August 18, 2021, FUNDING AGREEMENT is entered into by and between the County of Plumas ("County") and Sierraville Public Utility District, a local government special district ("Contractor" or "Local Project Sponsor"), or collectively the PARTIES, who agrees as follows.

**A. RECITALS:** This Amendment No. 2 is made with reference to the following facts and objectives:

- a. County and Contractor entered into a written FUNDING AGREEMENT executed on August 18, 2021, (the "Agreement"), in which Contractor received funding from the Department of Water Resources of the State of California ("State" or "DWR") under County executed Grant Agreement Number 4600013818 ("Grant Agreement") with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to assist in financing projects included in and implemented under the Upper Feather River ("UFR") Integrated Regional Water Management Plan ("IRWM Plan") pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740). The Local Project Sponsor's Grant Agreement project is entitled Alternative Water Source Development ("Project 1").
- b. On October 13, 2022, the County and DWR executed Amendment 1 to the Grant Agreement (Number 4600013818), to increase time and funding.
- c. On November 10, 2022, the County and DWR executed Amendment 2 to the Grant Agreement (Number 4600013818), to clean up budget errors apart of Amendment 1.
- d. On February 7, 2023, the County and Contractor, because of an increase in available time and funding, under Amendment 1 to the Grant Agreement (Number 4600013818), amended and executed FUNDING AGREEMENT AMENDMENT No. 1.
- e. On July 20, 2023, the County and DWR executed Amendment 3 to the Grant Agreement (Number 4600013818), and because of an additional increase in available time, the parties, again, desire to amend the FUNDING AGREEMENT.

**B. AMENDMENTS:** The parties agree to amend the FUNDING AGREEMENT as follows:

**B. CONTRACTOR SHALL:**

3. Adhere to Project 1 Budget and Schedule in accordance with Amendment 3 to the Grant Agreement (Exhibits B and C).

**D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:**

1. **TERM.** The term of this FUNDING AGREEMENT begins on June 27, 2020, and all construction and implementation work shall be completed by December 31, 2023, and all project administration by March 31, 2024, in accordance with Amendment 3 to the Grant Agreement and Project 1 Schedule.

**C. EFFECTIVENESS OF AGREEMENT:** Except as set forth in this Amendment No. 2 of the FUNDING AGREEMENT, all provisions of the FUNDING AGREEMENT executed on August 18, 2021, and amended under Amendment No. 1 on February 7, 2023, shall remain unchanged and in full force and effect.

**In executing this Amendment No. 2 to the FUNDING AGREEMENT, each individual represents that he or she is fully authorized to execute and deliver this Amendment No. 2 and the County (Grantee) demonstrates that Contractor (Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between DWR (State) and County (Grantee).**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2 to the FUNDING AGREEMENT.

**COUNTY OF PLUMAS**

**SIERRAVILLE PUBLIC UTILITY DISTRICT**

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Greg Hagwood, Chair  
Board of Supervisors

DATE

---

Lee Wright  
Board President

DATE

**ATTEST**

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Kristina Rogers  
Deputy Clerk of the Board

Approved as to form:

  
Sara James  
Deputy County Counsel II

**ATTACHMENT 1**

**GRANT AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)**

**AND**

**COUNTY OF PLUMAS**

**AGREEMENT NUMBER 4600013818**

**PROPOSITION 1 ROUND 1 AND ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT AND 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**

**AMENDMENT 3**

**EXECUTED JULY 20, 2023**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA**

**(DEPARTMENT OF WATER RESOURCES) AND**

**COUNTY OF PLUMAS**

**AGREEMENT NUMBER 4600013818**

**PROPOSITION 1 ROUND 1 AND ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT**

**AND**

**2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**

**AMENDMENT 3**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the County of Plumas, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq. and 13198). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq. By executing this Agreement, the Grantee certifies that the purpose of "Project 1: Alternative Water Source Development" is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by August 31, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after November 30, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,671,233.
- 4) **GRANTEE COST SHARE.** Not applicable to this Agreement.
- 5) **BASIC CONDITIONS.**
  - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
    - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
    - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed.

Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 and 2022 IRWM Implementation Grant Program (Program) Guidelines (2019 and 2022 Guidelines). The Grantee shall demonstrate compliance with all eligibility criteria for Project 1 as set forth on pages 3-8, inclusive, of the 2021 Urban and Multibenefit Drought Relief Solicitation Program Guidelines and Solicitation Package.
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
  1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
  2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
    - a) The Grantee submits to the State all applicable permits, as indicated on the Environmental Information Form to the State,
    - b) All documents that satisfy the CEQA process are received by the State,
    - c) The State has completed its CEQA process as a Responsible Agency, and
    - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in

conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7) **ELIGIBLE PROJECT COST**. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Eligible dates for cost reimbursements are listed in Exhibit B (Budget).

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the eligible dates for cost reimbursements as listed in Exhibit B (Budget).
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this Program.

8) **METHOD OF PAYMENT**. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter

(i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been

fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment.

Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issue for Project 1. Project 1 may receive an advanced payment of twenty-five (25) percent of its additional grant award added pursuant to Amendment 1; the remaining seventy-five (75) percent of the additional grant award added pursuant to Amendment 1 will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of Amendment 1 of this Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of Amendment 1 of this Agreement will not be eligible to receive an advanced payment.

The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
  - i. Descriptive information of each project with an update on project status
  - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
  - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
  - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
  - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

- iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
  2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
  3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  4. Proof of distribution of advanced funds to LPS(s), if applicable.
- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) **REPAYMENT OF ADVANCES.** The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
  - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
  - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions."

If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) **WITHHOLDING OF DISBURSEMENTS BY THE STATE.** If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) **DEFAULT PROVISIONS.** The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

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

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) **CONTINUING ELIGIBILITY.** The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 and 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines , page 11 of the 2022 Guidelines, and as stated on page 22 of the 2019 IRWM Implementation Grant Proposal Solicitation Package and page 24 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 and 2022 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 and 2022 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. **Quarterly Progress Reports:** The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the

State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).

- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide

monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) **NOTIFICATION OF STATE.** The Grantee shall promptly notify the State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
- E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) **PERFORMANCE EVALUATION.** Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: Arthur.Hinojosa@water.ca.gov

County of Plumas

Dwight Ceresola  
Chair, Board of Supervisors  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6170  
Email: ceresolasuper1@yahoo.com

Direct all inquiries to the Project Manager:

Department of Water Resources

LeAnne Sweeny  
Environmental Scientist  
PO Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6808  
Email: LeAnne.Sweeny@water.ca.gov

County of Plumas

Tracey Ferguson, AICP  
Planning Director, Planning Department  
555 Main Street  
Quincy, CA 95971  
Phone: (530) 283-6214  
Email: TraceyFerguson@countyofplumas.com

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

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

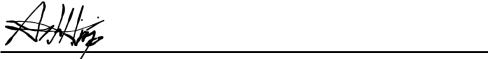
Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement Amendment 3.

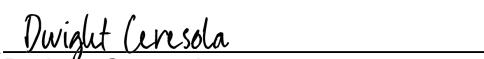
STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa  
Manager, Division of Regional Assistance

Date 7/20/2023

COUNTY OF PLUMAS



Dwight Ceresola  
Chair, Board of Supervisors

Date 7/12/2023

Approved as to Form



Gretchen Stuhr  
County Counsel

Date 7/20/2023

## EXHIBIT A

### WORK PLAN

#### Grant Administration

##### IMPLEMENTING AGENCY: County of Plumas

**PROJECT DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

##### Budget Category (a): Project Administration

###### Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

###### Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

###### **Deliverables:**

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

###### Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

###### **Deliverables:**

- Quarterly Progress Reports
- Grant Completion Report

**PROJECT 1: Alternative Water Source Development****IMPLEMENTING AGENCY: Sierraville Public Utilities District (Sierraville PUD)**

**PROJECT DESCRIPTION:** The project consists of the demolition of the existing booster building and construction of a new fire-resistant booster building, includes booster pumps, control center, new SCADA telemetry system, onsite power generation, and drainage and site improvements. Work will be performed in Sierraville at the current spring and booster site. The project will modernize and improve pumping reliability, provide power generation during Public Safety Power Outages, and increase firefighting capabilities. This will result in increased reliability for the approximately 55 acre-feet per year (AFY) water supply and greenhouse gas savings of 2 metric tons of carbon per year.

**Budget Category (a): Project Administration****Task 1: Project Management**

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation

**Task 2: Reporting**

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement****Task 3: Land Purchase - Not Applicable.****Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 4: Feasibility Studies**

A preliminary engineering report was previously prepared.

**Deliverables:**

- Preliminary engineering report

**Task 5: CEQA Documentation**

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

Review US Forest Service Use Permit and amend if need.

**Deliverables:**

- Permits as required

**Task 7: Design**

Complete preliminary design including the following supporting work: Geotechnical investigation and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for and 100% (Final) design, plans, and specifications.

**Deliverables:**

- Basis of Design Report
- Geotechnical Report
- Hydrogeological Report
- 100% Design Plans and Specifications

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization costs of the general contractor.

11(b): Site preparation will include execution of the sediment and erosion control plan, tree removal, minor grading and grubbing, and the addition of a culvert and crushed rock to the front of the building to stabilize the road and allow site drainage to move away from the structure. Organic debris will be removed in accordance with US Forest Service requirements.

11(c): Install, construct, excavate: Excavation and construction of footings, slab, and construction of a 20'x16' block building, excavation and installation of piping necessary to connect existing spring pipe to the booster pumps, and associated internal piping. Installation of plumbing such as hose bibs and eye wash station. Install a motor control center, main breaker and sub panel, transfer switch for the generator, lighting, wall fan and louvers. Install skid mounted twin 5 horsepower pumps and motors. Install a concrete slab for the installation of a propane generator, including a pitched roof over the generator for protection from heavy snows.

11 (d): Improve: Minor improvement of the 250-foot access road to the booster building to improved drainage control.

#### **Deliverables:**

- Photographic Documentation of Progress
- Construction Notes

**PROJECT 2: North Main Water Use Efficiency, Reliability, and Extension Project****IMPLEMENTING AGENCY: Indian Valley Community Services District (IVCSD)**

**PROJECT DESCRIPTION:** Major project components include new water services and laterals for approximately 20 customers, installation of two new fire hydrants and the installation of approximately 250 feet of water main. The proposed project will replace existing known substandard infrastructure. Outcomes will include improved water use efficiency, improved fire protection infrastructure, less financial burden following the Dixie Fire for a community that is already economically challenged.

The Extension component of the Project will construct approximately 270 feet of 4-inch new water distribution pipelines, 60 feet of new water services, and laterals for approximately 14 customers, and installation of one new fire hydrant.

The project will include the abandonment of the existing 50-year-old 2-inch steel water pipeline that is known to have reliability and leakage issues. The combined project will conserve approximately 22 acre-feet per year of water and will provide water quality improvements, water supply reliability, and improved fire protection infrastructure for the town of Greenville as they work to rebuild critical infrastructure that was impacted by the Dixie Fire of 2021.

**Budget Category (a): Project Administration**Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation
- Environmental Information Form (EIF)

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase - Not Applicable.**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Preliminary plans were developed, and estimates were compiled. Onsite review was performed by the Engineer and the proper environmental documents were completed.

**Deliverables:**

- Preliminary Plans
- Preliminary Cost Estimates
- Relevant Feasibility Studies

**Task 5: CEQA Documentation**

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

It is anticipated that the project will require review by the State Water Resources Control Board Division of Drinking Water for compliance with State Waterworks Standards. An updated Water Supply Permit will not be needed as part of the construction completion. The project will require an encroachment permit through Plumas County for work within the County Right-of-Way.

**Deliverables:**

- Permits as required

**Task 7: Design**

The engineer will review all documents such as existing drawings, specifications and other information that is available and will make on-site visit(s) in order to gather additional field-related information. The preliminary design will include the following supporting work, as necessary: geotechnical investigation, topographic survey, location of existing utilities and confirmation of operational strategies with system operators.

Preliminary design will also include preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details for consideration and approval by owner and regulatory authorities. Final design will include the development of final plans and specifications for all project components. Final design will include details for pipeline and service installation, valve details, thrust restraint, and all aspects of the project as required for a complete set of construction documents. Technical Specifications are anticipated to cover site development, earthwork, pipe installation, valves, testing, precast concrete, and disinfection of all facilities. Final design will also include the initial compilation of bid and contract documents with the technical specifications. A final opinion of probable construction cost will be provided.

**Deliverables:**

- 100% Design Plans and Specifications
- Geotechnical Report, if necessary
- Topographic Survey, if necessary

### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

#### **Budget Category (d): Construction/Implementation**

### Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A project manager will be on site for the duration of the project. Project manager duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Materials will be ordered, shipped, and stored at a staging area near the site. Equipment will be mobilized in preparation for the construction of new facilities.

11(b): Pipe installation includes installing new pipeline, service laterals, residential services, and hydrants. Install approximately 250-feet of new 8-inch water main, service laterals, and two (2) new fire hydrants to serve approximately 20 customers. The Extension component of the project will install approximately 270 feet of new 4-inch pipeline and approximately 60 feet of service laterals for residential services for approximately 14 customers and install one (1) new hydrant.

11(c): Performance Testing: Pressure test of new facilities, bacteriological testing prior to placing into service, in place density testing of backfill.

#### **Deliverables:**

- Photographic Documentation of Progress
- Construction reports and test results

## EXHIBIT B

## BUDGET

## AGREEMENT BUDGET SUMMARY

	Prop 1 Round 1 Grant Amount <sup>1</sup>	Prop 1 Round 2 Grant Amount <sup>2</sup>	UMBDRP Grant Amount <sup>3</sup>	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$70,876	\$7,185	\$20,000	\$0	\$0	<b>\$98,061</b>	N/A
<b>PROJECTS</b>							
1 Alternative Water Source Development	\$627,660	\$0	\$505,000	\$0	\$75,681	<b>\$1,208,341</b>	0%
2 North Main Water Use Efficiency, Reliability, and Extension Project	\$304,000	\$136,512	\$0	\$0	\$43,000	<b>\$483,512</b>	0%
<b>GRAND TOTAL</b>	<b>\$1,002,536</b>	<b>\$143,697</b>	<b>\$525,000</b>	<b>\$0</b>	<b>\$118,681</b>	<b>\$1,789,914</b>	-

**NOTES:**

<sup>1</sup>Costs incurred after June 20, 2020 will be eligible for Proposition 1 Round 1 grant reimbursement.

<sup>2</sup>Costs incurred after November 22, 2022 will be eligible for Proposition 1 Round 2 grant reimbursement.

<sup>3</sup>Costs incurred after June 10, 2022 will be eligible Urban and Multibenefit Drought Relief grant reimbursement.

**Grant Administration**

Implementing Agency: County of Plumas

BUDGET CATEGORY	Prop 1 Round 1 Grant Amount	Prop 1 Round 2 Grant Amount	UMBDRP Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a Project Administration	\$70,876	7,185	\$20,000	\$0	\$0	<b>\$98,061</b>
<b>TOTAL COSTS</b>	<b>\$70,876</b>	<b>\$7,185</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$98,061</b>

**PROJECT 1: Alternative Water Source Development**

Implementing Agency: Sierraville Public Utilities District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Prop 1 Round 1 Grant Amount	UMBDRP Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$29,378	\$0	\$0	\$5,060	<b>\$34,438</b>
b Land Purchase / Easement	\$0	\$0	\$0	\$0	<b>\$0</b>
c Planning / Design / Engineering / Environmental Documentation	\$90,944	\$0	\$0	\$16,710	<b>\$107,654</b>
d Construction / Implementation***	\$507,338	\$505,000	\$0	\$53,911	<b>\$1,066,249</b>
<b>TOTAL COSTS</b>	<b>\$627,660</b>	<b>\$505,000</b>	<b>\$0</b>	<b>\$75,681</b>	<b>\$1,208,341</b>

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C

\*Project received a 100% DAC cost share waiver.

\*\* Other cost share comes from USDA Rural Development Grant/Loan.

\*\*\*Work related to booster building shall be eligible for reimbursement (Grant Share = \$505,000 only after June 10, 2022)

**PROJECT 2: North Main Water Use Efficiency, Reliability, and Extension Project**

Implementing Agency: Indian Valley Community Services District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Prop 1 Round 1 Grant Amount <sup>1</sup>	Prop 1 Round 2 Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$0	\$0	\$21,000	<b>\$21,000</b>
b Land Purchase / Easement	\$0	\$0	\$0	\$0	<b>\$0</b>
c Planning / Design / Engineering / Environmental Documentation	\$22,050	\$0	\$0	\$22,000	<b>\$44,050</b>
d Construction / Implementation	\$281,950	\$136,512	\$0	\$0	<b>\$418,462</b>
<b>TOTAL COSTS</b>	<b>\$304,000</b>	<b>\$136,512</b>	<b>\$0</b>	<b>\$43,000</b>	<b>\$483,512</b>

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*Project received a 100% DAC cost share waiver.

\*\* Other cost share comes from in-kind Indian Valley Community Services District staff time.

**EXHIBIT C**  
**SCHEDULE**

**Grant Administration**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	10/1/2020	8/31/2024

**PROJECT 1: Alternative Water Source Development**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	3/1/2021	3/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/1/2021	7/31/2022*
d	Construction / Implementation	5/1/2022	12/31/2023

\*Overlap in schedules for categories (c) and (d) is to provide for permitting compliance.

**PROJECT 2: North Main Water Use Efficiency, Reliability, and Extension Project**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	8/1/2022	5/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	5/1/2022	10/31/2022*
d	Construction / Implementation	8/1/2022	4/30/2024

\*Overlap in schedules for categories (c) and (d) is to allow for minor revisions to final design during site preparation activities.

**EXHIBIT D****STANDARD CONDITIONS**

D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
  - i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State. Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner. Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.

D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. **GOVERNING LAW:** This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.25. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in

conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. **SEVERABILITY:** Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
  - A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. **SUCCESSORS AND ASSIGNS:** This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must

provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.42. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."

D.43. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. **TIMELINESS:** Time is of the essence in this Grant agreement.

D.46. **TRAVEL – DAC, EDA, TRIBES PROJECT:** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. **UNION ORGANIZING:** Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:

- No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
- Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
- Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.48. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49. **WAIVER OF RIGHTS:** None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

## EXHIBIT E

### AUTHORIZING RESOLUTION

#### RESOLUTION NO. 2020-8490

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
AUTHORIZING THE PROPOSAL SUBMITTAL AND EXECUTION OF AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR  
THE PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT**

**WHEREAS**, the Plumas County Board of Commissioners is the governing body for the Plumas County Community Development Commission and adopted Resolution No. 2019-005 on November 18, 2019 authorizing the agency to apply for and/or administer the Department of Water Resources water grants as part of the Integrated Regional Water Management process; and

**WHEREAS**, an application was submitted by the Plumas County Community Development Commission to the Department of Water Resources for the Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant with the Plumas County Community Development Commission as the grant applicant; and

**WHEREAS**, due to concerns regarding the Plumas County Community Development Commission's staffing capacity and Department of Water Resources grant management experience it is the desire of the Upper Feather River Regional Water Management Group to change the grant applicant to the County of Plumas; and

**WHEREAS**, on June 5, 2020 a letter was submitted on behalf of the Upper Feather River Regional Water Management Group to the Department of Water Resources requesting the change of applicant; and

**WHEREAS**, said letter states Plumas County has a long history of administering grant funding in the Upper Feather River Integrated Regional Water Management region and has been the umbrella agency since 2014 for coordinating the Upper Feather River Regional Water Management Group; and

**WHEREAS**, on June 5, 2020 the Department of Water Resources replied to the Upper Feather River Regional Water Management Group acknowledging receipt of the letter with the change of applicant request and confirmed the change will be made; and

**WHEREAS**, the Board of Supervisors is the governing body of Plumas County and the Chair of the Board of Supervisors has the delegated authority to execute contract agreements.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF PLUMAS COUNTY RESOLVE THAT:**

The proposal be made to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and the Chair of the Board of Supervisors, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

**ADOPTED** July 16, 2020, by the Board of Supervisors of the County of Plumas by the following vote:

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

**NOES:** NONE

**ABSENT:** NONE

**ABSTAIN:** NONE



Kevin Goss  
Chair, Board of Supervisors

**ATTEST:**  
  
Nancy DaForno  
Clerk of said Board of Supervisors

**RESOLUTION NO. 22- 8726**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF PLUMAS**  
**AUTHORIZING**  
**THE 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM**  
**APPLICATION, ACCEPTANCE, AND EXECUTION**  
**FOR THE SIERRAVILLE PUBLIC UTILITIES DISTRICT**  
**BOOSTER STATION REPLACEMENT PROJECT**

**WHEREAS**, Plumas County proposes to implement the Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant (P1R1IG) Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

**WHEREAS**, Project 1 of the Plumas County P1R1IG is the Sierraville Public Utilities District Booster Station Replacement Project and has been awarded \$627,660.00; and

**WHEREAS**, due to increasing inflationary costs since the P1R1IG grant award, the project construction costs have increased significantly; and

**WHEREAS**, the Upper Feather River IRWM Region is located within the Mountain Counties Funding Area and is a party to the Mountain Counties Funding Area Memorandum of Commitment, which specifies an equal allocation of funding through the Proposition 1 Disadvantaged Community (DAC) Involvement Program for each member within the Funding Area, thereby establishing the Funding Area as a non-competitive region for grant funds distributed under the Program; and

**WHEREAS**, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Urban and Multibenefit Drought Relief Grant Program DAC Set Aside funding, anticipated at \$525,000.00, to support the completion of the P1R1IG Project 1 Sierraville Public Utilities District Booster Station Replacement Project; and

**WHEREAS**, there is no required match and the Grant Program allows for a portion of the funding to be dedicated to Plumas County for grant administration.

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding.
2. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

**CERTIFICATION** I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by Supervisor Thrall and seconded by Supervisor Engel, and motion passed by the following vote:

AYES: Supervisor(s) Ceresola, Hagwood, Engel, Traill, Goss

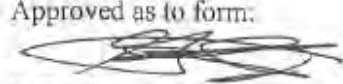
NOES: None

ABSTAIN: None

ABSENT: None

  
Kevin Goss  
Chair, Board of Supervisors

Attest:  
  
Heidi White  
Clerk of said Board of Supervisors

Approved as to form:  
  
Gretchen Stuhr  
Plumas County Counsel

**RESOLUTION NO. 22- 8727**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF PLUMAS**  
**AUTHORIZING**  
**THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT**  
**IMPLEMENTATION GRANT**  
**APPLICATION, ACCEPTANCE, AND EXECUTION**  
**FOR THE**  
**INDIAN VALLEY COMMUNITY SERVICE DISTRICT NORTH MAIN EXTENSION**  
**WATER USE EFFICIENCY AND RELIABILITY PROJECT**

**WHEREAS**, Plumas County proposes to implement the Indian Valley Community Service District North Main Water Use Efficiency and Reliability Project; and

**WHEREAS**, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Indian Valley Community Service District North Main Water Use Efficiency and Reliability Project; and

**WHEREAS**, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

**WHEREAS**, Project 2 of the Plumas County Proposition 1 Round 1 funding is the North Main Water Use Efficiency and Reliability Project and has been awarded \$304,000.00; and

**WHEREAS**, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Round 2 funding, at \$143,696.67, to continue to support the Indian Valley Community Service District with the extension of water lines under a separate North Main Extension Water Use Efficiency and Reliability Project; and

**WHEREAS**, there is no required match and the Implementation Grant allows for a portion of the funding to be dedicated to Plumas County for grant administration.

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

1. The proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and
2. To enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and

3. The Chair of the Board of Supervisors, or designee (Planning Director), is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

**CERTIFICATION** I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by Supervisor Thrall and seconded by Supervisor Engel, and motion passed by the following vote:

AYES: Supervisor(s) Ceresola, Hagwood, Engel, Thrall, Goss

NOES: None

ABSTAIN: None

ABSENT: None



Kevin Goss  
Chair, Board of Supervisors

Attest:  
  
Heidi White  
Clerk of said Board of Supervisors

Approved as to form:



Gretchen Stuhr  
Plumas County Counsel

**EXHIBIT F****REPORT FORMATS AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

**PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

**PROJECT COMPLETION REPORT**

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

**Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

**Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

## Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

## Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

## **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

## **POST-PERFORMANCE REPORT**

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

### Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

## EXHIBIT G

### REQUIREMENTS FOR DATA SUBMITTAL

#### **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### **Groundwater Level Data**

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

**EXHIBIT H****STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

## EXHIBIT I

### LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

#### Local Project Sponsor Agency Designation

**Sponsored Project:** Project 1: Alternative Water Source Development

**Sponsor Agency:** Sierraville Public Utilities District

**Agency Address:** PO Box 325, Sierraville, CA 96126

**Project Location:** Sierraville, California (39.56185000, -120.371483)

#### Local Project Sponsor Agency Designation

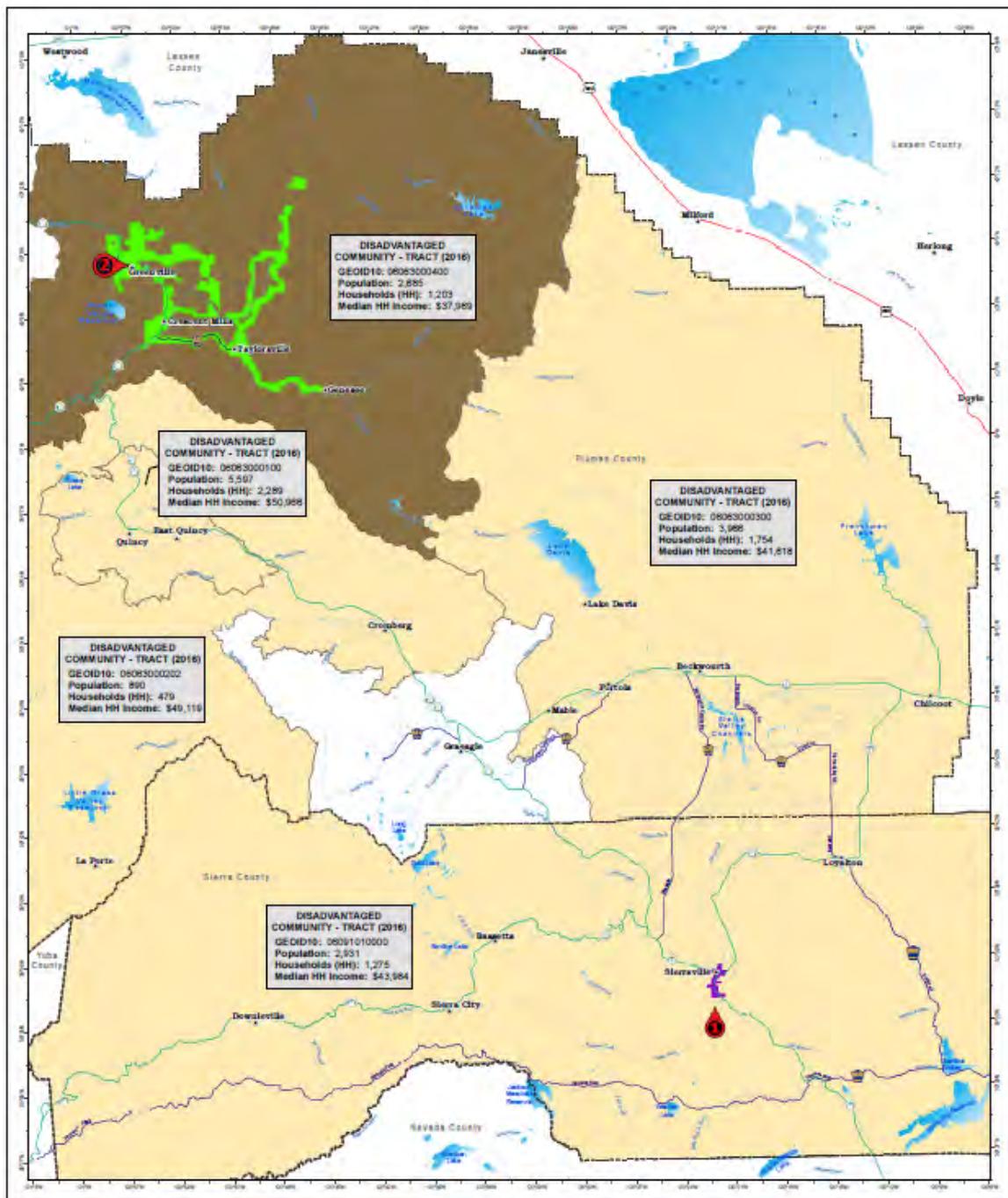
**Sponsored Project:** Project 2: North Main Water Use Efficiency, Reliability, and Extension Project

**Sponsor Agency:** Indian Valley Community Services District

**Agency Address:** PO Box 899, 127 Crescent Street Suite #1, Greenville, CA 95947-0899

**Project Location:** Greenville, California (40.1359, -120.95785)

## Upper Feather River Project Sites



## Legend

- Populated Place
- County Boundary
- River
- US 395
- State Highway
- County Route
- Waterbody

## Local Project Sponsor

- Siskiyou PUD
- Indian Valley CSD

## Project

- 1 Project 1: Alternative Water Source Development
- 2 Project 2: North Main Water Use Efficiency and Reliability Project

## Disadvantaged Communities by Census Tract

- Disadvantaged Communities (\$38,270 > MHI > \$51,028)
- Severely Disadvantaged Communities (MHI < \$38,270)

UPPER FEATHER RIVER  
IRWM PROPOSITION 1,  
ROUND 1  
IMPLEMENTATION  
PROJECTS

DISCLAIMER: This document was developed from available public information resources and is illustrative only. No representations are made as to the accuracy of that information and users may be advised. This map is distributed "as is" without warranty of any kind.



**EXHIBIT J****Project Monitoring Plan Guidance****Introduction**

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

**Project Monitoring Plan Requirements**

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



**PLUMAS COUNTY**  
**HUMAN RESOURCES DEPARTMENT**  
**MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Nancy Selvage, Director of Human Resources

**MEETING DATE:** October 17, 2023

**SUBJECT:** Adopt **RESOLUTION** to amend Fiscal Year 2023/2024 Position Allocation for Building Department flexibly allocating Building Plancheck/Inspector 1.0 FTE and reducing flexibly allocated Building Inspector job classification by 1.0 FTE – DEPARTMENT #20426; (General Fund Impact) \$6,400.52; discussion and possible action. Roll call vote

---

**Recommendation:**

Adopt **RESOLUTION** (to amend Fiscal Year 2023/2024 Position Allocation for Building Department to flexibly allocate Building Plancheck Inspector 1.0 FTE and reduce Building Inspector by 1.0 – DEPARTMENT #20426; General Fund Impact of \$6,400.52; approved as to form by County Counsel; discussion and possible action.

**Roll call vote**

**Background and Discussion:**

The Director of Building Services, Charles White, has requested this change to his Department's Position Allocation:

Building Department:	Current FTE	Proposed FTE
Senior Building Plancheck Inspector OR	0.00	1.00
Building Plancheck Inspector OR		
Plans Examiner I or II		
Senior Building Inspector OR	3.000	2.000
Building Inspector I or II		

This update to the FY 2023/2024 Position Allocation will allow the department a Plancheck Inspector in addition to the allocated Building Inspector positions.

This update to the Position Allocation will impact the General Fund by an additional \$6,400.52.

**Action:**

Adopt **RESOLUTION** (to amend Fiscal Year 2023/2024 Position Allocation for Building Department to flexibly allocate Building Plancheck Inspector 1.0 FTE and reduce Building Inspector by 1.0 – DEPARTMENT #20426; General Fund Impact of \$6,400.52; approved as to form by County Counsel; discussion and possible action.

**Roll call vote**

**Fiscal Impact:**

General Fund Impact of \$6,400.52

**Attachments:**

1. RESOLUTION Plancheck Inspector 10 2023
2. Building PlanCheck Inspector



**RESOLUTION TO AMEND FISCAL YEAR 2023-2024 POSITION ALLOCATION FOR  
BUILDING DEPARTMENT FLEXIBLY ALLOCATING BUILDING  
PLANCHECK/INSPECTOR 1.0 FTE AND REDUCING FLEXIBLY ALLOCATED  
BUILDING INSPECTOR JOB CLASSIFICATION BY 1.0 FTE – DEPARTMENT #20426**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2023-2024 Position Allocation covering all positions in the County service; and

**WHEREAS**, these positions are necessary in the daily operational needs Building Department Fund #20426; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the FY 2023-2024 Position Allocation adding 1.0 FTE flexibly allocated Building Planchek/Inspector, Fund #20426; and

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

Approve proposed amendments to the Fiscal Year 2023-2024 Position Allocation:

<u>Building Department:</u>	<u>Current FTE</u>	<u>Proposed FTE</u>
Senior Building Planchek/Inspector OR	0.00	1.00
Building Planchek/Inspector OR		
Plans Examiner I or II		
Senior Building Inspector OR	3.000	2.000
Building Inspector I or II		

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 17<sup>th</sup> day of October 2023, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

---

Supervisor Hagwood  
Chair, Board of Supervisors

## **BUILDING PLANCHECK INSPECTOR**

### **DEFINITION**

Under direction of the Assistant Building Official, to intake and check residential building submittals plans and specifications for compliance with building codes and ordinances; to prepare correction lists and maintain accurate activity reports; to process approve and issue building permits; to perform the full range of residential life-safety plan review and building inspection functions; to answer questions regarding code enforcement and structural and life-safety requirements for the public, architects, contractors and engineers; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized customer service classification for positions assigned to perform residential building processing plan checking and review, as well as residential field inspections in the Building Division. This classification works autonomously to provide the highest level of personalized customer counter, plan check, written and oral communication, and inspection services for residential customers. As requisite knowledge, qualifications, and experience is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Senior PlanCheck Inspector.

### **REPORTS TO**

Assistant Building Official, Director of Planning and Building and Senior PlanCheck Inspector.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None, but may provide lead direction.

## **BUILDING PLANCHECK INSPECTOR - 2**

### **EXAMPLES OF DUTIES**

- Intakes, processes, reviews, and checks assigned residential building submittals and plans for compliance with building codes, ordinances, and proper construction requirements.
- Identifies potential safety and structural failures and alteration needs.
- Calculates foundation, stress, square footage, and support requirements for plan checks.
- Prepares lists of corrections for plans and specifications.
- Prepares written communication and documentation, explains and interprets applicable codes and ordinances for contractors and the general public.
- Approves, processes, and issues residential building permits.
- Performs the full range of Building Inspection responsibilities to determine compliance with applicable codes and ordinances as assigned; responds to correspondence regarding residential building plans, specifications, and code compliance.
- Issues notices of non-compliance with safety and structural standards and applicable ordinances.
- Maintains meticulous records and files.
- Provides general information about structural and code requirements to interested persons, collects monies and fees for permits.
- May provide lead direction for staff in the absence of the Assistant Building Official and Senior PlanCheck Inspector.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

## **BUILDING PLANCHECK INSPECTOR – 3**

### **KNOWLEDGE OF**

- Practices, tools, equipment, and, materials used in the general construction trade.
- Federal, State, and local codes and ordinances related to residential building construction and structural requirement.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Residential building plans and specifications and submittal requirements.
- Building inspections methods and techniques.
- Principles of mathematics related to residential building plan review and checking.

### **ABILITY TO**

- Provide the highest level of personalized customer service.
- Intake, process, and issue building permits using permit computer software.
- Schedule and manage assigned residential permit projects through completion.
- Perform building plan checks and reviews.
- Perform residential building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Detect deviations from laws, regulations, and standards construction practices.
- Apply technical knowledge of building trades work.
- Read, interpret and explain residential building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Prepare clear and concise written reports and correspondence.
- Maintain thorough and meticulous project records.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Provide lead direction for staff.

## **BUILDING PLANCHECK INSPECTOR – 4**

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

- ❖ I.C.C. certification as “Building Plans Examiner”, or equivalent; **and** I.C.C. certification as “Residential Combination Inspector”, or equivalent; (per CA H & S Code Sec 18949.25-31)

**And**

- ❖ Two (2) years experience as a Residential Inspector and/or Building Plan Checker or equivalent employed within a building jurisdiction.

### **SPECIAL REQUIREMENTS**

Valid I.C.C. (or equivalent) Certificates as “Building Plans Examiner and Residential Inspector” (per CA H & S Code Sec 18949.25-31) must be maintained throughout employment.

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



**PLUMAS COUNTY  
BECKWOURTH COMMUNITY SERVICES  
DISTRICT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III

**MEETING DATE:** October 17, 2023

**SUBJECT:** Approve and authorize Chair to sign an agreement between Beckwourth CSA and Guess Plumbing and Supply for Sewer Lift Station Pump Installation; effective October 17, 2023; not to exceed \$78,157; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

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**Recommendation:**

The Manager of BCSA respectfully recommends the Governing Board vote to authorize the Chair to sign the agreement with Guess Plumbing for the not to exceed amount of \$78,157.

**Background and Discussion:**

At the October 3, 2023 BCSA Board Meeting, the Governing Board voted to approve \$149,596.10 in LATCF Funds for the emergency pump repairs and pump replacement with chopper pump to prevent debris from clogging the sewer pump.

The pump installation was put out to bid through sealed bid process and one bid was received August 4, 2023 from Guess Plumbing out of Susanville for a total of \$78,157. This total includes prevailing wage, DIR, wet well pumping as needed and electrical work.

A construction agreement has been drafted and approved as to form by County Counsel.

**Action:**

Sewer Lift Station Pump Installation Agreement; discussion and possible action.

**Fiscal Impact:**

Funds will come from one-time LATCF monies. No direct impact on the General Fund as the LATCF Grant funds are slated for one-time expenditures as approved by the Board and for the ongoing 85/15 split of health insurance increase for employees.

**Attachments:**

1. 23-696 FINAL

## **Construction Agreement**

This Agreement is made by and between the Beckwourth County Service Area, a political subdivision of the State of California, by and through its Department of Public Works (hereinafter referred to as “BCSA”), and Guess Plumbing & Supply Inc., a California corporation (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the BCSA with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the “Work”).
2. **Compensation.** BCSA shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by BCSA to Contractor under this Agreement shall not exceed Seventy-Eight Thousand One Hundred Fifty-Seven Dollars (\$78,157) (hereinafter referred to as the “Contract Amount”) unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2024, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
  - a. **By BCSA for Cause.** The BCSA may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the BCSA, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the BCSA terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the BCSA other than for the value of the services and materials previously provided to the BCSA under this Agreement.
  - b. **BCSA’s Remedies.** Upon terminating this Agreement for cause, BCSA may, without prejudice to any other rights or remedies held by the BCSA under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the BCSA deems appropriate. If the BCSA’s cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the BCSA. This obligation for payment shall survive the termination of this Agreement.

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

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

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

7. **Labor and Materials.** Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. **Warranty.** Contractor warrants to the BCSA that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the BCSA may

correct the Work, and Contractor shall pay the cost of such correction to the BCSA within fifteen (15) days of Contractor's receipt of BCSA's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the BCSA.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the BCSA.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The BCSA, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the BCSA and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

\_\_\_\_BCSA INITIALS

CONTRACTOR INITIALS\_\_\_\_\_

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), BCSA shall not be liable for, and Contractor shall defend and indemnify BCSA and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify BCSA Parties against claims caused by the active negligence, sole negligence or willful misconduct of BCSA Parties.
23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the BCSA, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “BCSA”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the BCSA, as the additional insured; and
  - iii. All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the BCSA, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor’s policy shall be primary insurance as respects the BCSA, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the BCSA, its officers, officials, employees, representatives and agents shall be in excess of the Contractor’s insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the BCSA before the BCSA’s own primary insurance policy or self-insurance shall be called upon to protect it as a named

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to BCSA 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 BCSA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C36 contractor, issued by the State of California, No. 1050944.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the BCSA, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, BCSA. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in BCSA. It is understood by both Contractor and BCSA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the BCSA.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the BCSA and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of BCSA relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the BCSA, the BCSA may immediately terminate this Agreement by giving written notice to Contractor.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

Beckwourth County Service Area:

John Mannle, P.E., Manager  
1834 East Main Street  
Quincy, CA 95971  
(530) 283-6268

Contractor:

Guess Plumbing & Supply, Inc.  
1107 Main Street, Suite Ae  
Susanville, CA 96130  
Attention: Warren Guess  
(530) 365-1685

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the BCSA or as part of any audit of the BCSA for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. Suspension and Debarment. The BCSA does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the BCSA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the BCSA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

42. 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 BCSA 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 BCSA shall have the option to either cancel this Agreement with no further liability incurring to the BCSA, 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.

43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Guess Plumbing & Supply, Inc.,  
a California Corporation,

By: \_\_\_\_\_  
Name: Jeffrey Guess  
Title: CEO & CFO  
Date signed: \_\_\_\_\_

**Beckwourth CSA:**

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

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Kristina Rogers  
Title: Deputy Clerk of the Board of  
Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

9/13/2023



## Exhibit A

*GUESS PLUMBING & Supply, Inc.*  
1107 Main St Suite A., Susanville, CA 96130

Lic# 1050944

DIR# PW-LR-1000514348

SAMS# NXLEWSK577G7

530-249-8915

## Proposal Beckwourth CSA Pump Replacement

Bid is based on pre-bid meeting on July 18, 2023, additional information received on July 20, 2023 and plans received on July 06, 2023. This bid includes the use of an electrical subcontractor and their findings and photos from a site visit on August 02, 2023. Bid is per plans and specifications with an additional alternate for the district's consideration. We can mobilize within two (2) weeks of pump and panel arrival and anticipate the project taking five (5) days including electrical. Worker's compensation insurance, general liability insurance, automobile insurance, and payment and performance bonding will be provided at time of contract

### Exhibit B:

Sewer pump installation, existing sewer pump reinstallation and installation of controller, pump truck and roof removal/repair (not necessary per site conversation).

Bid amount (numerical): \$78,157

Bid amount (words): seventy-eight thousand one hundred fifty-seven dollars

### Alternate A:

At the point of connection outside of the lift station shed we would recommend installing a 6" enamel coated gate valve with square to handle, riser and concrete box with metal lid so pressurized system can be shut down to ease in service and maintenance of lift station.

Alternate A amount (numerical): \$4,500

Alternate A amount (words): four thousand five hundred dollars

### Exclusions:

Permit fees

Any pump(s)

Pump accessories (mounting base, discharge base, rail system, float tree, or any other specific parts required from manufacturer for pump installation)



1107 suit C Main St.  
Susanville Ca, 96130  
Lic.# 1003963  
530-310-4987  
Duns 023855999  
Dir # 1000064356

### Beckworth lift station pump replacement project

At the time of the job walk Novah Electric found that the existing service panels do not have adequate branch circuit space for the new pump and its electric controller. It will be necessary to add a 3 phase 100amp sub panel with distribution and rework existing power and new controller power through this new sub panel. Novah Electric will provide and install properly sized breakers for both the existing pump controller, that is to remain, and the existing single phase sub panel that is currently servicing the receptacles and lighting for the pump shed. It is also necessary to provide proper beaker for the existing pump controller

as it is currently being serviced only by the 100amp main breaker on #10 wire. #10 wire as an amperage rating of 30 amps max. This wire is currently without over current protection and is a potential fire hazard. Novah Electric will correct this by installing the 310 existing control panel wires onto a 30amp 3 pase breaker that will be provided with the new sub panel. Novah Electric will leave the existing manual generator tie in and switch functioning as normal working in conjunction with the new sub panel.

Novah Electric will provide the following:

- New 100 amp 3 phase sub panel with properly sized wires for described above
- All necessary skilled labor at prevailing wage scale
  - Full installation of new pump controller and its floats (floats should be included with the controller and will NOT be provided by Novah Electric)
- All necessary conduit, fittings, wire, hard ware to fully execute above project
  - Ground rod with wire and clamps
- Electrical permits as required by Plumas County

~~EXHIBIT B~~

## Beckwourth CSA Sewer Pump Replacement

The following are requirements for the proposed Water & Sewer Laterals installation:

1. A new Vaughn submersible sewer chopper pump is to be installed in the existing wet well at the Beckwourth CSA sewer pump station. The existing pump is to be removed and reinstalled as a backup pump. The existing pipe within the wet well is extremely deteriorated and it is assumed that new piping will need to be connected outside the wet well at the 6 inch steel pressure pipe, see photo. The existing pump controller will operate the existing pump to be used as backup. The new pump will be operated by a new pump controller to be installed as part of this work.
2. The bid will need to include a pump truck to remove the inflow during work in the sewer wet well. Pumping of the wet well will be required until the new pump and controller are installed and the pump station is functioning.
3. The bid will need to include removal of the roof as needed for removal and installation of existing and new sewer pumps. The roof will require repair after pump installation.
4. The new sewer pump and pump controller will be supplied by the owner. All other materials for installation shall be provided by the contractor.

## Exhibit B

### BID SHEET

Provide bid cost for sewer pumps and controller installation at Beckwourth CSA. Cost should include all labor, equipment costs, fees, services and all applicable taxes.

The Beckwourth CSA Governing Board reserves the right to reject any and all bids.

To evaluate your proposal capabilities, please furnish a total lump sum cost for water and sewer laterals:

Exhibit No.	Description	Bid Amount (numerical)	Bid Amount (words)
B	Sewer Pump installation, existing sewer pump reinstallation and installation of controller, pump truck and roof removal/repair	\$78,157	SEVENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-SEVEN DOLLARS

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

- A proposed work schedule including working days

Name & Address of BIDDER (please print):

Name: JEFFREY-SCOTT "WARRIOR" GUESS Title: PRESIDENT  
Address: 1107 Main St. STE A Susanville, CA 96130  
Phone: 530-210-3180 Cell Phone: 530-249-8915  
Email: GUESSBLUESBIRD@GMAIL.COM  
Signature: [Signature] Date: 08/04/23  
Contractor's  
License: 1050944

### ADDENDA

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

NO OFFICIAL ADDENDA HOWEVER, PUMP & PANEL SPECS WERE  
(Fill in addenda numbers if addenda have been received) RECEIVED

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SUBCONTRACTOR LIST**  
DES-OE-0102.2C (REV.03/2015)

Contract No. Unknown

Bidding Firm: GUSS PLUMBING & SUPPLY INC.





**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III

**MEETING DATE:** October 17, 2023

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Flood Control and California Natural Resources Agency, Department of Water Resources for Approval of Amendment No. 19; effective October 17, 2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

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**Recommendation:**

The Flood Control Manager recommends that the Flood Control Governing Board authorize the Chair to execute Amendment No. 19 to the Water Supply Contract.

**Background and Discussion:**

The Department of Water Resources (DWR) sent Plumas Flood Control and Water Conservation District Amendment No. 19 to the Water Supply Contract on April 20, 2023. The amendment has been reviewed and approved as to form by County Counsel. Amendment No. 19 is the first step to give Flood Control the ability to sell excess water to another State Water Contractor. The final step is Amendment No. 20, when ratified, will give Flood Control the ability to sell excess water through the added Article 57.

**Action:**

Approval of Amendment No. 19 to the Water Supply Contract

**Fiscal Impact:**

Amendment No. 19 has no financial impact, other than this Amendment along with No. 20 will grant Flood Control the ability in the future to sell excess water to offset the money paid to the State for unused water rights

**Attachments:**

1. Amendment 19

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 19 (THE MONTEREY AMENDMENT)  
TO WATER SUPPLY CONTRACT  
BETWEEN  
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES  
AND  
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

THIS AMENDMENT to the Water Supply Contract is made this 17 day of October, 2023 pursuant to the provisions of the California Water Resources Development Bond Act, the Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State," and Plumas County Flood Control and Water Conservation District, herein referred to as the "Agency."

## RECITALS

- A. The State and the Agency entered into and subsequently amended a water supply contract providing that the State shall supply certain quantities of water to the Agency, and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and
- B. On December 1, 1994, representatives of the contractors and the State executed a document entitled "Monterey Agreement – Statement of Principles – By the State Water Contractors and the State of California Department of Water Resources For Potential Amendments To The State Water Supply Contracts" (the "Monterey Agreement"); and
- C. The contractors and the State have negotiated an amendment to the water supply contracts to implement provisions of the Monterey Agreement (the "Monterey Amendment"); and
- D. The Environmental Impact Report prepared for the Monterey Amendment was challenged by several parties, including the Agency, resulting in a decision in *Planning and Conservation League, et al. v. Department of Water Resources* ("PCL v. DWR"), 83 Cal. App. 4th 892 (2000). The State, certain contractors, and the Plaintiffs (including the Agency) reached an agreement to settle *PCL v. DWR*, as documented by the Monterey Settlement Agreement, dated May 5, 2003 (the "Settlement Agreement"), and in such Settlement Agreement agreed to certain amendments to the water supply contracts. In furtherance of the Settlement Agreement, the State and the Agency entered into Amendment No. 16 to the Agency's water supply contract.
- E. The State and the Agency now desire to incorporate the Monterey Amendment into the Agency's water supply contract to the extent consistent with the Settlement Agreement. In particular, the State and the Agency agree that changes in Amendment No. 16 with respect to the "Minimum Project Yield" definition in Article 1(k) and to the provisions of Article 16(a) ("Limit on Total of All Maximum Annual Entitlements") incorporated into the Agency's water supply contract shall continue in effect, and therefore the changes to Articles 1(k) and 16(a) included in the Monterey Amendments between the State and other contractors shall not be included in the Agency's Monterey Amendment. Additionally, where the term "annual entitlement" appears in this Monterey Amendment or elsewhere in the Agency's water supply contract, it shall mean "Annual Table A Amount," as provided under Article 1(l) of the Agency's water supply contract.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** that the following changes and additions are hereby made to the Agency's water supply contract with that State:

## **AMENDED CONTRACT TEXT**

### **THE FOLLOWING DEFINITIONS IN ARTICLE 1 ARE AMENDED TO READ:**

#### **1. Definitions**

##### **(d) Contractor**

"Contractor" shall mean any entity that has executed, or is an assignee of, a contract of the type published in Department of Water Resources Bulletin No. 141 dated November 1965, with the State for a dependable supply of water made available by the System, except such water as is made available by the facilities specified in Section 12934(d)(6) of the Water Code.

##### **(hh) Water System Facilities**

"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),
- (9) A project facilities corporation yard, and
- (10) A project facilities operation center.

**THE FOLLOWING DEFINITIONS IN ARTICLE 1 ARE ADDED:**

**(jj) Interruptible water**

“Interruptible water” shall mean project water available as determined by the State that is not needed for fulfilling contractors’ annual entitlement deliveries as set forth in their water delivery schedules furnished pursuant to Article 12 or for meeting project operational requirements, including storage goals for the current or following years.

**(kk) Nonproject water**

“Nonproject water” shall mean water made available for delivery to contractors that is not project water as defined in Article 1(j).

**(ll) Monterey Amendments**

“Monterey Amendments” shall mean this amendment and substantially similar amendments to other contractors’ water supply contracts that include, among other provisions, the addition of Articles 51 through 56.

**ARTICLE 4 IS AMENDED TO READ:**

**4. Option for Continued Service**

By written notice to the State at least six (6) months prior to the expiration of the term of this contract, the Agency may elect to receive continued service after expiration of said term under the following conditions unless otherwise agreed to:

- (1) Service of water in annual amounts up to and including the Agency’s maximum annual entitlement hereunder.
- (2) Service of water at no greater cost to the Agency than would have been the case had this contract continued in effect.

- (3) Service of water under the same physical conditions of service, including time, place, amount and rate of delivery, as are provided for hereunder.
- (4) Retention of the same chemical quality objective provision as is set forth herein.
- (5) Retention of the same options to utilize the project transportation facilities as are provided for in Articles 18(c) and 55, to the extent such options are then applicable.

Other terms and conditions of the continued service shall be reasonable and equitable and shall be mutually agreed upon. In the event that said terms and conditions provide for continued service for a limited number of years only, the Agency shall have the same option to receive continued service here provided for upon the expiration of that and each succeeding period of continued service.

**ARTICLE 7(a) IS AMENDED TO READ:**

**(a) Changes in Annual Entitlements**

The Agency may, at any time or times during the term of this contract, by timely written notice furnished to the State, request that project water be made available to it thereafter in annual amounts greater or less than the annual entitlements designated in Table A of this contract. Subject to approval by the State of any such request, the State's construction schedule shall be adjusted to the extent necessary to satisfy the request, and the requested increases or decreases in said annual entitlements shall be incorporated in said Table A by amendment thereof. Requests for changes in annual entitlements for more than one year shall be approved by the State: *Provided*, That no change shall be approved if in the judgment of the State it would impair the financial feasibility of project facilities.

**THE TITLE OF ARTICLE 12 IS AMENDED TO READ “PRIORITIES, AMOUNTS, TIMES AND RATES OF DELIVERIES”.**

**ARTICLE 12(a)(2) IS AMENDED TO READ:**

- (2) Upon receipt of a preliminary schedule the State shall review it and, after consultation with the Agency, shall make such modifications in it as are necessary to insure the delivery of the annual quantity allocated to the Agency in accordance with Article 18 and to insure that the amounts, times, and rates of delivery to the Agency will be consistent with the State's overall delivery ability, considering the then current delivery schedules of all contractors. On or before December 1 of each year, the State shall determine and furnish to the Agency the water delivery

schedule for the next succeeding year which shall show the amounts of water to be delivered to the Agency during each month of that year.

**ARTICLE 12(d) IS DELETED.**

**ARTICLE 12(f) IS ADDED TO READ:**

**(f) Priorities**

Each year water deliveries to the contractors shall be in accordance with the following priorities to the extent there are conflicts:

First, project water to meet scheduled deliveries of contractors' annual entitlements for that year.

Second, interruptible water to the extent contractors' annual entitlements for that year are not met by the first priority.

Third, project water to fulfill delivery requirements pursuant to Article 14(b).

Fourth, project water previously stored pursuant to Articles 12(e) and 56.

Fifth, nonproject water to fulfill contractors' annual entitlements for that year not met by the first two priorities.

Sixth, additional interruptible water delivered to contractors in excess of their annual entitlements for that year.

Seventh, additional nonproject water delivered to contractors in excess of their annual entitlements for that year.

**ARTICLE 14 IS AMENDED TO READ:**

**14. Curtailment of Delivery**

**(a) State May Curtail Deliveries**

The State may temporarily discontinue or reduce the delivery of project water to the Agency hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any of the project facilities necessary for the delivery of project water to the Agency, as well as due to outages in, or reductions in capability of, such facilities beyond the State's control or unuseability of project water due to an emergency affecting project facilities. The State shall notify the Agency as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case notice need not be given.

**(b) Agency May Receive Later Delivery of Water Not Delivered**

In the event of any discontinuance or reduction of delivery of project water pursuant to subdivision (a) of this article, the Agency may elect to receive the amount of annual entitlement which otherwise would have been delivered to it during such period under the water delivery schedule for that year at other times during the year or the succeeding year to the extent that such water is then available and such election is consistent with the State's overall delivery ability, considering the then current delivery schedules of annual entitlement to all contractors.

**ARTICLE 18 IS AMENDED TO READ:**

**18. Shortage in Water Supply**

**(a) Shortages; Delivery Priorities**

In any year in which there may occur a shortage due to drought or any other cause *whatsoever*, in the supply of project water available for delivery to the contractors, with the result that such supply is less than the total of the annual entitlements of all contractors for that year, the State shall allocate the available supply in proportion to each contractor's annual entitlement as set forth in its Table A for that year and shall reduce the allocation of project water to each contractor using such water for agricultural purposes and to each contractor using such water for other purposes by the same percentage of their respective annual entitlements for that year: *Provided*, that the State may allocate on some other basis if such is required to meet minimum demands of contractors for domestic supply, fire protection, or sanitation during the year. If a contractor is allocated more water than it requested, the excess water shall be reallocated among the other contractors in proportion to their annual entitlements as provided for above. The foregoing provisions of this subdivision shall be inoperative to the extent necessary to comply with subdivision (c) of this article and to the extent that a contractor's annual entitlement for the respective year reflects established rights under the area of origin statutes precluding a reduction in deliveries to such contractor.

**(b) Deleted**

**(c) Permanent Shortage; Contracts for Areas of Origin**

In the event that the State, because of the establishment by a party of a prior right to water under the provisions of Sections 11460 through 11463 of the Water Code, enters into a contract with such party for a dependable supply of project water, which contract will

cause a permanent shortage in the supply of project water to be made available to the Agency hereunder:

- (1) The State shall: (i) equitably redistribute the costs of all transportation facilities included in the System among all contractors for project water, taking into account the diminution of the supply to the Agency and other prior contractors in accordance with the terms of their contracts, and (ii) revise the Agency's annual entitlements and maximum annual entitlement, by amendment of Table A of this contract to correspond to the reduced supply of project water to be made available to the Agency: *Provided*, That such redistribution of costs of transportation facilities shall not be made until there has been reasonable opportunity for the Agency to exercise the option provided for in (2) below, and for other prior contractors to exercise similar options.
- (2) The Agency, at its option, shall have the right to use any of the project transportation facilities which by reason of such permanent shortage in the supply of project water to be made available to the Agency are not required for delivery of project water to the Agency, to transport water procured by it from any other source: *Provided*, That such use shall be within the limits of the capacities provided in the project transportation facilities for service to the Agency under this contract: *Provided further*, That, except to the extent such limitation in Section 12931 of the Water Code be changed, the Agency shall not use the project transportation facilities under this option to transport water the right to which was secured by the Agency through eminent domain unless such use be approved by the Legislature by concurrent resolution with a majority of the members elected to each house voting in favor thereof. This option shall terminate upon a redistribution of costs of transportation facilities by the State pursuant to (1) above. In the event that this option is exercised, the State shall take such fact into account in making such redistribution of costs, and shall offset such use as is made of the project transportation facilities pursuant thereto against any reduction in the Agency's payment obligation hereunder resulting from such redistribution of costs.

**(d) *Reinstatement of Entitlements***

If after any revision of annual entitlements and maximum annual entitlements pursuant to subdivision (c) of this article, circumstances arise which, in the judgment of the State, justify a revision upward of the same, the State shall, with the consent of the

affected contractor, reinstate proportionately the previously reduced entitlements of such contractor to the extent deemed justified, and shall equitably redistribute the costs of the project transportation facilities if inequities would otherwise occur as a result of such reinstatement of entitlements.

**(e) Advance Notice of Delivery Reductions**

The State shall give the Agency written notice as far in advance as possible of any reduction in deliveries to it which is to be made under subdivision (a) of this article and, to the extent possible, shall give the Agency written notice five (5) years in advance of any reduction in its annual entitlements and maximum annual entitlement under subdivision (c) of this article. Reports submitted to the Agency pursuant to Article 16(c) may constitute such notices.

**(f) No Liability for Shortages**

Neither the State nor any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of water to be made available for delivery to the Agency under this contract caused by drought, operation of area of origin statutes, or any other cause beyond its control.

**ARTICLE 21 IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:**

**21 Interruptible Water Service**

**(a) Allocation of Interruptible Water**

Each year from water sources available to the project, the State shall make available and allocate interruptible water to contractors in accordance with the procedure in Article 18(a). Allocations of interruptible water in any one year may not be carried over for delivery in a subsequent year, nor shall the delivery of interruptible water in any year impact a contractor's approved deliveries of annual entitlement or the contractor's allocation of water for the next year. Deliveries of interruptible water in excess of a contractor's annual entitlement may be made if the deliveries do not adversely affect the State's delivery of annual entitlement to other contractors or adversely affect project operations. Any amounts of water owed to the Agency as of the date of this amendment pursuant to former Article 12(d), any contract provisions or letter agreements relating to wet weather water, and any Article 14(b) balances accumulated prior to 1995, are canceled. The State shall hereafter use its best efforts, in a manner that causes no adverse impacts upon other contractors or the project, to avoid adverse

economic impacts due to a contractor's inability to take water during wet weather.

**(b) Rates**

For any interruptible water delivered pursuant to this Article, contractors shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such interruptible water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State. The State shall not include any administrative or contract preparation charge.

Incremental costs shall mean those nonpower costs which would not be incurred if interruptible water were not scheduled for or delivered to the contractor. Only those contractors not participating in the repayment of the capital costs of a reach shall be required to pay any use of facilities charge for the delivery of interruptible water through that reach.

**(c) Contracts**

To obtain a supply of interruptible water, a contractor shall execute a further contract with the State which shall be in conformity with this article and shall include at least provisions concerning the scheduling of deliveries of interruptible water and times and methods of payment.

**ARTICLE 22(j) IS AMENDED TO READ:**

(j) Notwithstanding provisions of Article 22(a) through (i), the capital cost component and the minimum OMP&R component of the Delta Water Charge shall include an annual charge to recover the Agency's share of the conservation portion of the water system revenue bond financing costs. Charges to the Agency for these costs shall be calculated in accordance with provisions in Article 50 of this contract. Charges for the conservation portion of the water system revenue bond financing costs shall not be affected by any reductions in payments pursuant to Article 51.

**THE FIRST PARAGRAPH OF ARTICLE 24(b) IS AMENDED TO READ:**

(b) In the first step, the total amount of capital costs of each aqueduct reach to be returned to the State shall be allocated among all contractors entitled to delivery of project water from or through the reach by the proportionate use of facilities method of cost allocation and in accordance with (1) and (2) below. The measure of the proportionate use of each contractor of each reach shall be the average of the following two ratios: (i) the ratio of the contractor's

maximum annual entitlement to be delivered from or through the reach to the total of the maximum annual entitlements of all contractors to be delivered from or through the reach from the year in which charges are to be paid through the end of the project repayment period and (ii) the ratio of the capacity provided in the reach for the transport and delivery of project water to the contractor to the total capacity provided in the reach for the transport and delivery of project water to all contractors served from or through the reach from the year in which charges are to be paid through the end of the project repayment period. Allocations of capital costs to the Agency pursuant hereto shall be on the basis of relevant values which will be set forth in Table B of this contract by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach of the project transportation facilities for the transport and delivery of project water to the Agency, pursuant to Article 17(a): *Provided*, That these values shall be subject to redetermination by the State in accordance with Article 28: *Provided further*, That the principles and procedures set forth in this subdivision shall be controlling as to allocations of capital costs to the Agency. Proportionate use of facilities factors for prior years shall not be adjusted by the State in response to changes or transfers of entitlement among contractors unless otherwise agreed by the State and the parties to the transfer and unless there is no impact on past charges or credits of other contractors.

**ARTICLE 24(g) IS AMENDED TO READ:**

- (g) Notwithstanding provisions of Article 24(a) through (d), the capital cost component of the Transportation Charge shall include an annual charge to recover the Agency's share of the transportation portion of the water system revenue bond financing costs. Charges to the Agency for these costs shall be calculated in accordance with the provisions of Article 50 of this contract. Charges for the transportation portion of the water system revenue bond financing costs shall not be affected by any reductions in payments pursuant to Article 51.

**ARTICLE 25(d)(3) IS AMENDED TO READ:**

- (3) An interim adjustment in the allocation of the power costs calculated in accordance with (2) above, may be made in May of each year based on April revisions in approved schedules of deliveries of project and nonproject water for contractors for such year. A further adjustment shall be made in the following year based on actual deliveries of

project and nonproject water for contractors; provided, however, in the event no deliveries are made through a pumping plant, the adjustments shall not be made for that year at that plant.

**ARTICLE 50(j) IS ADDED TO READ:**

- (j) Amounts payable under this article shall not be affected by any reductions in payments pursuant to Article 51.

## **NEW CONTRACT ARTICLES**

### **ARTICLES 51 THROUGH 56 ARE ADDED TO THE CONTRACT AS NEW ARTICLES AS FOLLOWS:**

#### **51. Financial Adjustments**

##### **(a) General Operating Account**

- (1) The State shall maintain a General Operating Account to provide the moneys needed to pay obligations incurred by the State of the types described in Water Code sections 12937(b)(1) and (2) in the event of emergency or cash flow shortages.
- (2) An initial deposit of \$15 million shall be made available from revenue bond reserves that are no longer required by revenue bond covenants and that would otherwise be credited to the contractors including the Agency. In 1998 or when the funds become available an additional \$7.7 million will be deposited in the General Operating Account from revenue bond reserves that are no longer required by revenue bond covenants and that would otherwise be credited to the contractors including the Agency, bringing the deposits to that account under this article to \$22.7 million.
- (3) The balance in the General Operating Account will increase pursuant to subdivision (e)(3)(v) of this article to an amount determined by the State but not in excess of \$32 million. However, after the year 2001, the maximum amount of the fund may increase or decrease annually by not more than the same percentage as the increase or decrease in the charges, other than power charges for pumping water, to all the contractors for the previous year from the charges for the year before that for obligations under subdivisions (c)(2)(ii) and (iii) of this article.

##### **(b) State Water Facilities Capital Account**

- (1) The State shall establish a State Water Facilities Capital Account to be funded from revenues available under Water Code section 12937(b)(4). Through procedures described in this article and as limited by this article, the State may consider as a revenue need under subdivision (c)(2)(v) of this article and may deposit in the State Water Facilities Capital Account the amounts necessary to pay capital costs of the State Water Facilities for which neither general obligation bond nor revenue bond proceeds are available,

including but not limited to planning, reconnaissance and feasibility studies, the San Joaquin Valley Drainage Program and, through the year 2000, the CALFED Bay-Delta Program.

- (2) The Director of the Department of Water Resources shall fully consult with the contractors and consider any advice given prior to depositing funds into this account for any purposes. Deposits into this account shall not exceed the amounts specified in subdivision (c)(2)(v) of this article plus any amounts determined pursuant to subdivision (e)(1)(iii) of this article.
- (3) The State shall use revenue bonds or other sources of moneys rather than this account to finance the costs of construction of any major capital projects.

**(c) Calculation of Financial Needs**

- (1) Each year the State shall calculate in accordance with the timing provisions of Articles 29 and 31 the amounts that would have been charged (but for this article) to each contractor as provided in other provisions of this contract.
- (2) Each year the State shall also establish its revenue needs for the following year for the following purposes, subject to the following limitations:
  - (i) The amount required to be collected under the provisions of this contract, other than this article, with respect to all revenue bonds issued by the State for Project Facilities.
  - (ii) The amount required for payment of the reasonable costs of the annual maintenance and operation of the State Water Resources Development System and the replacement of any parts thereof as described in Water Code section 12937(b)(1). These costs shall not include operation and maintenance costs of any Federal Central Valley Project facilities constructed by the United States and acquired by the State of California after 1994, other than the State's share of the joint use facilities which include San Luis Reservoir, the San Luis Canal and related facilities.
  - (iii) The amount required for payment of the principal of and interest on the bonds issued pursuant to the Burns-Porter Act as described in Water Code section 12937(b)(2).

- (iv) Any amount required for transfer to the California Water Fund in reimbursement as described in Water Code section 12937(b)(3) for funds utilized from said fund for construction of the State Water Resources Development System.
- (v) For the years 1998 and thereafter, the amount needed for deposits into the State Water Facilities Capital Account as provided in subdivision (b) of this article, but (A) not more than \$6 million per year for the years 1998, 1999 and 2000, and (B) not more than \$4.5 million per year for the years 2001 and thereafter.

(3) Subject to the provisions of subdivision (e) of this article, the State shall reduce the annual charges in the aggregate for all contractors by the amounts by which the hypothetical charges calculated pursuant to subdivision (c)(1) above exceed the revenue needs determined pursuant to subdivision (c)(2) above. The reductions under this article shall be apportioned among the contractors as provided in subdivisions (d), (e), (f) and (g) of this article. Reductions to contractors shall be used to reduce the payments due from the contractors on each January 1 and July 1; *Provided*, however, that to the extent required pursuant to subdivision (h) of this article, each Agricultural Contractor shall pay to the Agricultural Rate Management Trust Fund an amount equal to the reduction allocated to such Agricultural Contractor. Any default in payment to the trust fund shall be subject to the same remedies as any default in payment to the State under this contract.

(4) The State may submit a supplemental billing to the Agency for the year in an amount not to exceed the amount of the prior reductions for such year under this article if necessary to meet unanticipated costs for purposes identified in Water Code section 12937(b)(1) and (2) for which the State can issue billings under other provisions of this contract. Any supplemental billing made to the Agency for these purposes shall be in the same proportion to the total supplemental billings to all contractors for these purposes as the prior reduction in charges to the Agency in that year bears to the total reductions in charges to all contractors in that year and shall be treated as reducing the amount of the reduction made available for that year to the Agency by the amount of the supplemental bill to the Agency.

- (5) The State may also submit a supplemental billing to the Agency for the year if necessary to meet unanticipated costs for revenue bond debt service and coverage for which the State can issue a statement of charges under provisions of this contract other than this article. The relative amounts of any supplemental billing made to the Agency and to other contractors for revenue bond purposes shall be governed by such other applicable provisions of this contract.
- (6) Payment of any supplemental billing shall be due thirty days after the date of the invoice. Delinquency and interest on delinquent amounts due shall be governed by Article 32.

**(d) Apportionment of Reductions between Agricultural and Urban Contractors**

- (1) Reductions available under this article are projected to begin to occur in 1997. The numbers and percentages in this subdivision reflect certain estimates of dollars and sharing of reductions. The actual reductions may vary slightly from the amounts described below. The State shall determine the availability of reductions for each year in accordance with this article.
- (2) Reductions shall be phased in as follows:
  - (i) In 1997 reductions in the amount of \$14 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.
  - (ii) In 1998 reductions in the amount of \$17 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.
  - (iii) In 1999 reductions in the amount of \$32 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.
  - (iv) In 2000 reductions in the amount of \$33 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be

apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(3)

- (i) In the event that the aggregate amount of reductions in any of the years 1997 through 2000 is less than the respective amount projected for such year in subdivision (d)(2) above, the shortfall shall be taken first from reductions that would have been provided to Urban Contractors. Only after all reductions to Urban Contractors have been eliminated in a given year shall the remaining shortfall be taken from reductions scheduled for Agricultural Contractors. Any projected reductions not made available due to such shortfalls in the years 1997 through 2000 shall be deferred with interest at the project interest rate to the earliest subsequent years when reductions in excess of those projected for those years are available. Such deferred reductions with interest at the project interest rate shall be applied to the charges of the contractors whose reductions have been deferred.
- (ii) In the event that the aggregate amount of reductions available in any of the years 1997 through 2000 is greater than the sum of (A) the respective amount projected for such year in subdivision (d)(2) above, plus (B) the amount of any shortfall with accrued interest at the project interest rate, remaining from any prior year to be applied, the excess shall be applied for the purposes and in the amounts per year described in subdivisions (e)(3)(iii), (iv), (v) and (vi) of this article, in that order.

(4) In 2001 and in each succeeding year, reductions equal to or in excess of \$40.5 million are projected to be available and shall be applied as follows:

- (i) If reductions are available in an amount that equals or exceeds \$40.5 million, \$10 million of reductions shall be apportioned among the Agricultural Contractors, and \$30.5 million of reductions shall be apportioned among the Urban Contractors. If reductions are available in an amount greater than \$40.5 million, the excess shall be applied as provided in subdivision (e)(3) of this article, subject however to subdivision (e)(1).

- (ii) If reductions are available in an amount less than \$40.5 million in any of these years, the reductions shall be divided on a 24.7% - 75.3% basis between the Agricultural Contractors and the Urban Contractors, respectively. Any such reductions not made due to shortages shall be applied without interest in the next year in which reductions in an amount in excess of \$40.5 million are available pursuant to subdivision (e)(3) of this article with any remainder that is not available carried over without interest to be applied in the earliest subsequent years when reductions in excess of \$40.5 million are available.
- (5) Annual charges to a contractor shall only be reduced prospectively from and after the date it executes the Monterey Amendment to this contract. Apportionments of reductions shall be calculated on the assumption that all contractors have executed such amendment.

**(e) Review of Financial Requirements**

- (1) In 2001 and every fifth year thereafter, the Director of the Department of Water Resources, in full consultation with the contractors, will review the financial requirements of the State Water Resources Development System and determine the following:
  - (i) The amount of revenues that are needed for State Water Resources Development System purposes in addition to those needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii), and (iv) of this article;
  - (ii) If the aggregate amount that would have been charged to all contractors in any year but for this article exceeds the sum of (A) the amount of revenues needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii) and (iv), plus (B) \$40.5 million, plus (C) the amount determined pursuant to subdivision (c)(2)(v) of this article, the amount of such excess.
  - (iii) The amount of the excess determined in subdivision (e)(1)(ii) above that should be collected by the State for additional State Water Resources Development System purposes and the amount of such excess that should be used for further annual charge reductions.
- (2) After making the determinations required above, the State may collect the revenues for additional State Water

Resources Development System purposes in the amount determined pursuant to subdivision (e)(1)(iii) above.

(3) If and to the extent that as a result of such determinations, the aggregate amount to be charged to contractors is to be reduced by more than \$40.5 million per year, the following priorities and limitations shall apply with respect to the application of such additional reductions:

- (i) First, reductions shall be allocated to make up shortfalls in reductions from those projected for the years 1997 through 2000 with interest at the project interest rate pursuant to subdivision (d)(3)(i).
- (ii) Second, reductions shall be allocated to make up shortfalls in reductions from those projected for the years beginning with 2001 without interest pursuant to subdivision (d)(4)(ii).
- (iii) Third, additional reductions in the amount of \$2 million per year shall be apportioned among the Urban Contractors until a total of \$19.3 million in such additional reductions have been so applied.
- (iv) Fourth, reductions up to an additional \$2 million per year shall be allocated to make up any shortfalls in the annual reductions provided for in subdivision (e)(3)(iii).
- (v) Fifth, \$2 million per year shall be charged and collected by the State and deposited in the General Operating Account to bring the account ultimately up to an amount determined by the State but not in excess of \$32 million with adjustments as provided in subdivision (a) of this article. Any amount in the account in excess of this requirement shall be returned to general project revenues.
- (vi) Sixth, remaining amounts if any shall be used for reductions divided on a 24.7% - 75.3% basis between the Agricultural Contractors and the Urban Contractors respectively.

**(f) Apportionment of Reductions among Urban Contractors**

Reductions in annual charges apportioned to Urban Contractors under subdivisions (d) and (e) of this article shall be further allocated among Urban Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Urban Contractor shall be based on each Urban Contractor's proportionate share of total allocated capital costs as calculated

below, for both project conservation and project transportation facilities, repaid by all Urban Contractors over the project repayment period

- (1) The conservation capital cost component of the reduction allocation shall be apportioned on the basis of maximum annual entitlement. Each Urban Contractor's proportionate share shall be the same as the percentage of that contractor's maximum annual entitlement to the total of all Urban Contractors' maximum annual entitlements.
- (2) The transportation capital cost component of the reduction allocation shall be apportioned on the basis of transportation capital cost component repayment obligations, including interest over the project repayment period. Each Urban Contractor's proportionate share shall be the same as the percentage that the contractor's total transportation capital cost component repayment obligation is of the total of all Urban Contractors' transportation capital cost component repayment obligations.
  - (i) Recalculations shall be made annually through the year 1999. Beginning in the year 2000, recalculations shall be made every five years unless an Urban Contractor requests a recalculation for an interim year and does so by a request in writing delivered to the Department by January 1 of the year in which the recalculation is to take place.
  - (ii) The transportation capital cost component repayment obligations, for purposes of this Article 51(f), shall be based in the year of recalculation on the then most recent Department of Water Resources Bulletin 132, Table B-15, "Capital Cost Component of Transportation Charge for Each Contractor," or its equivalent, excluding any costs or entitlement associated with transfers of entitlement from Agricultural Contractors pursuant to Article 53.
- (3) To reflect the relative proportion of the conservation capital cost component and the transportation capital cost component to the total of all capital cost repayment obligations, the two cost components shall be weighted as follows:
  - (i) The conservation capital cost component shall be weighted with a thirty percent (30%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of maximum annual

entitlements as calculated in subdivision (f)(1) of this article by thirty percent (30%).

- (ii) The transportation capital cost component shall be weighted with a seventy percent (70%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of transportation capital cost component repayment obligations as calculated in subdivision (f)(2) of this article by seventy percent (70%).
- (iii) A total weighted capital cost percentage shall be calculated for each Urban Contractor by adding the weighted conservation capital cost component percentage to their weighted transportation capital cost component percentage.

(4) The total amount of the annual charges to be reduced to Urban Contractors in each year shall be allocated among them by multiplying the total amount of annual charges to be reduced to the Urban Contractors by the total, weighted capital cost percentages for each such contractor. If the amount of the reduction to an Urban Contractor is in excess of that contractor's payment obligation to the Department for that year, such excess shall be reallocated among the other Urban Contractors.

(5) In the case of a permanent transfer of urban entitlement, the proportionate share of annual charge reductions associated with that entitlement shall be transferred with the entitlement to the buying contractor. In the case of an entitlement transfer by either Santa Barbara County Flood Control and Water Conservation District or San Luis Obispo County Flood Control and Water Conservation District, the reductions in annual charges to that agency shall be allocated (a) on the basis of that entitlement being retained by that agency which bears Coastal Branch Phase II transportation costs, (b) on the basis of that entitlement being retained by that agency which does not bear Coastal Branch Phase II transportation costs, and (c) on the basis of the balance of that agency's entitlement which also does not bear Coastal Branch Phase II transportation costs.

**(g) Apportionment of Reductions Among Agricultural Contractors**

(1) Reductions in annual charges apportioned to Agricultural Contractors under subdivisions (d) and (e) of this article shall be allocated among the Agricultural Contractors pursuant to this subdivision. The amount of reduction of annual charges

for each Agricultural Contractor for the years 1997 through 2001 shall be based on each Agricultural Contractor's estimated proportionate share of the total project costs, excluding the variable operation, maintenance, power and replacement components of the Delta Water Charge and the Transportation Charge and also excluding off-aqueduct power charges, to be paid by all Agricultural Contractors for the years 1997 through 2035, calculated without taking into account this article. For purposes of these calculations, Kern County Water Agency's and Dudley Ridge Water District's estimated project costs shall not include any costs associated with the 45,000 acre-feet of annual entitlement being relinquished by those contractors pursuant to subdivision (i) of Article 53. Also, for purposes of these calculations, an Agricultural Contractor's estimated project costs shall not be reduced by the transfer of any of the 130,000 acre-feet of annual entitlements provided for in subdivisions (a) through (i) of Article 53. The proportionate shares for 1997 through 2001 shall be calculated as follows:

- (i) Each Agricultural Contractor's statement of charges received on July 1, 1994, shall be the initial basis for calculating the proportionate shares for the five years 1997 through 2001.
- (ii) Each Agricultural Contractor's estimated capital and minimum components of the Delta Water Charge and the Transportation Charge (excluding off-aqueduct power charges) and Water Revenue Bond Surcharge shall be totaled for the years 1997 through 2035.
- (iii) Kern County Water Agency and Dudley Ridge Water District totaled costs shall be reduced for the 45,000 acre-feet of annual entitlement being relinquished by them.
- (iv) Any reductions in an Agricultural Contractor's totaled costs resulting from the transfer of any of the 130,000 acre-feet of annual entitlement shall be re-added to that contractor's costs.
- (v) Each Agricultural Contractor's proportionate share shall be computed by dividing that contractor's total costs by the total costs for all Agricultural Contractors determined pursuant to subparagraphs (ii), (iii) and (iv) above.

(2) The reductions in annual charges, for 1997 through 2001, shall be calculated using the method described in subdivision (g)(1) of this article.

(3) The allocation shall be recalculated using the same method described in subdivision (g)(1) of this article every five years beginning in 2002, if any Agricultural Contractor requests such a recalculation. Any recalculation shall be based on project cost data beginning with the year that the recalculation is to become effective through 2035:

**(h) Agricultural Rate Management Trust Fund**

(1) **Establishment.** Through a trust agreement executed contemporaneously with this amendment, the State and the Agricultural Contractors that sign the Monterey Amendments shall establish the Agricultural Rate Management Trust Fund with a mutually agreed independent trustee.

(2) **Separate Accounts.** The trustee shall maintain within the trust fund a separate account for each Agricultural Contractor that signs the trust agreement to hold deposits made pursuant to this article.

(3) **Deposits.** Each Agricultural Contractor that signs the trust agreement shall deposit into such contractor's account within the trust fund, at the same time as payments would otherwise be required by this contract to be made to the State, an amount equal to the amount by which such contractor's charges under this contract have been reduced by reason of this article, until the balance in such contractor's account within the trust fund is the same percentage of \$150,000,000 as such contractor's percentage share of reductions made available to all Agricultural Contractors as specified in subdivision (g) of this article. In 2002 and every fifth year thereafter, the Agricultural Contractors will review the maximum accumulation in the trust fund (the "Cap") and determine whether the Cap should be adjusted. However, the Cap shall not be reduced below an aggregate of \$150,000,000 for all Agricultural Contractor accounts.

**(4) Trust Fund Disbursements.**

(i) In any year in which the State's allocation of water to an Agricultural Contractor by April 15th of that year is less than one-hundred percent (100%) of the contractor's requested annual entitlement for that year, the trustee shall, to the extent there are funds in that contractor's account, distribute to the State from such account for the benefit of that contractor an amount equal to the percentage of the total of that contractor's statement of charges for that year, as

redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of that contractor's annual entitlement for that year that was not allocated to it by the State by April 15th of that year.

- (ii) In addition to the provisions of subdivision (h)(4)(i) of this article, if on April 15 of any year any of the irrigable land within the Tulare Lake Basin Water Storage District (Tulare) is flooded, and Tulare in writing requests the trustee to do so, the trustee shall, to the extent there are funds in Tulare's account, distribute to the State from such account for the benefit of Tulare an amount equal to the percentage of the total of Tulare's statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of the irrigable land within Tulare that is flooded on April 15.
- (iii) Each Agricultural Contractor shall remain obligated to make payments to the State as required by other articles in this contract. Any amount to be disbursed pursuant to subdivisions (h)(4)(i) and (h)(4)(ii) shall be paid by the trustee to the State on July 1 of the year involved and shall be credited by the State toward any amounts owed by such respective Agricultural Contractor to the State as of that date. However, an Agricultural Contractor may direct the trustee to make the disbursement to that Agricultural Contractor which shall in turn make the payment to the State as required by other provisions of this contract. If the amount to be disbursed exceeds the amount owed to the State by such contractor as of July 1, the excess shall be disbursed by the Trustee to the State at the time of and in payment of future obligations owed to the State by such contractor. Alternatively, upon the request of such contractor, all or part of the excess shall be paid by the trustee to that contractor in

reimbursement of prior payments by the contractor to the State for that year.

- (5) **Payment of Supplemental Bills.** In any year in which a supplemental bill has been submitted to an Agricultural Contractor pursuant to subdivision (c)(4) of this article, such supplemental bill shall be treated as reducing by an equal amount the obligation of such contractor for that year to make payments into the Agricultural Rate Management Trust Fund. To the extent that such contractor has already made payments to the trust fund in an amount in excess of such contractor's reduced trust fund payment obligation, such contractor may request the trustee to use the excess from the trust fund to pay the supplemental bill.
- (6) **Discharge of Payment Obligation.** Each payment to the State by the trust fund shall discharge and satisfy the Agricultural Contractor's obligation to pay the amount of such payment to the State. No reimbursement of the trust fund by the Agricultural Contractor for such payments shall be required. However, each Agricultural Contractor shall continue to make deposits to the trust fund matching the amount of each year's reductions as provided in subdivision (d) of this article so long as the amount in that contractor's account is less than its share of the Cap.
- (7) **Distribution of Funds in Excess of the Cap.** Whenever accumulated funds (including interest) in an Agricultural Contractor's account in the trust fund exceed that contractor's share of the Cap, or the estimated remaining payments the contractor is required to make to the State prior to the end of the project repayment period, that contractor may direct the trustee to pay such excess to the contractor.
- (8) **Termination of Trust Fund.** At the end of the project repayment period, the Agricultural Rate Management Trust Fund shall be terminated and any balances remaining in the accounts for each of the Agricultural Contractors shall be disbursed to the respective Agricultural Contractors.

**(i) Definitions**

For the purposes of this article, the following definitions will apply:

- (1) "Agricultural Contractor" shall mean the following agencies as they now exist or in any reorganized form:
  - (i) County of Kings,
  - (ii) Dudley Ridge Water District,

- (iii) Empire West Side Irrigation District,
- (iv) Kern County Water Agency for 993,300 acre-feet of its entitlement,
- (v) Oak Flat Water District,
- (vi) Tulare Lake Basin Water Storage District.

(2) "Urban Contractor" shall mean every other agency having a long term water supply contract with the State as they exist as of the date of this amendment or in any reorganized form as well as Kern County Water Agency for 119,600 acre-feet of its entitlement.

(j) Except as provided in subdivisions (c)(4) and (c)(5), this article shall not be interpreted to result in any greater State authority to charge the contractors than exists under provisions of this contract other than this article.

## **52. Kern Water Bank**

- (a) The State shall convey to the Kern County Water Agency (KCWA) in accordance with the terms set forth in the agreement between the State of California Department of Water Resources and Kern County Water Agency entitled "Agreement for the Exchange of the Kern Fan Element of the Kern Water Bank" (the Kern Water Bank Contract), the real and personal property described therein.
- (b) Subject to the approval of KCWA, other contractors may be provided access to and use of the property conveyed to KCWA by the Kern Water Bank Contract for water storage and recovery. Fifty percent (50%) of any project water remaining in storage on December 31, 1995, from the 1990 Berrenda Mesa Demonstration Program and the La Hacienda Water Purchase Program shall be transferred to KCWA pursuant to the Kern Water Bank Contract. The remaining fifty percent (50%) of any such water (approximately 42,828.5 acre-feet) shall remain as project water and the State's recovery of such project water shall be pursuant to the provisions of a separate recovery contract. Any other Kern Water Bank demonstration program water shall remain as project water and the State's recovery of such water shall be pursuant to the provisions of the respective contracts for implementation of such demonstration programs.

## **53. Permanent Transfers and Reductions of Entitlement**

- (a) Article 41 provides that no assignment or transfer of a contract or any part thereof, rights thereunder or interest therein by a contractor shall be valid unless and until it is approved by the State

and made subject to such reasonable terms and conditions as the State may impose. In accordance with State policy to assist water transfers, the State and the County of Kings, Dudley Ridge Water District (DRWD), Empire West Side Irrigation District, Kern County Water Agency (KCWA), Oak Flat Water District and Tulare Lake Basin Water Storage District (for the purposes of this article the "Agricultural Contractors") shall, subject to the conditions set forth in this article, expeditiously execute any necessary documents and approve all contracts between willing buyers and willing sellers until permanent transfers totaling 130,000 acre-feet of annual entitlements of the Agricultural Contractors and, to the extent provided in such contracts, rights in project transportation facilities related to such annual entitlement have been made to other contractors (the "Urban Contractors") or noncontractors in accordance with the provisions of this article. Such approval requirement shall apply to all contracts executed prior to January 1, 2011. KCWA shall be responsible for approval of such transfers for any portion of the 130,000 acre-feet not previously made available under this article by the other Agricultural Contractors. A contract between a willing buyer and a willing seller shall mean a contract between (1) a buyer which is an Urban Contractor or, to the extent provided in subdivision (e) of this article, a noncontractor and (2) a seller which is an Agricultural Contractor or a public entity which obtains project water from an Agricultural Contractor.

- (b) The State shall not be obligated to approve any transfer of annual entitlements if in its judgment the transfer would impair the security of the State's bondholders and the State may impose conditions on any transfer as necessary to make the delivery of the water operationally feasible and to assure that the transportation costs associated with the transferred entitlement are fully repaid. Transfers not approved by the State shall not be considered as part of the 130,000 acre-feet of annual entitlements provided for in this article.
- (c) KCWA member units shall have 90 days to exercise a right of first refusal to purchase any annual entitlements being offered for sale to Urban Contractors by another KCWA member unit pursuant to this article, other than those annual entitlements made available to Urban Contractors by subdivision (d) of this article, by agreeing to pay the same price offered by the buyer. Any such sales to KCWA member units exercising such right of first refusal shall not be considered a part of the 130,000 acre-feet of annual entitlements provided for in this article.
- (d) Any permanent transfers of annual entitlements by Agricultural Contractors to noncontractors, including transfers to KCWA urban member units or to KCWA's Improvement District Number 4, other

than transfers pursuant to subdivision (c) of this article, will be considered a part of the 130,000 acre-feet of annual entitlements provided for in this article if the Urban Contractors have been given a right of first refusal to purchase such annual entitlements as well as transportation rights in accordance with the following terms and procedure:

- (1) The Agricultural Contractor shall provide the State a copy of a bona fide contract or Proposed Contract (the "Proposed Contract") and the State shall, within five working days of receipt, provide copies of such Proposed Contract to all Urban Contractors together with a Notice of Proposed Contract stating the date on or before which a Notice of Intent to Exercise a Right of First Refusal (NOI) must be delivered to both the State and the seller, which date shall be 90 days from the date the State mails the Notice of Proposed Contract.
- (2) The Proposed Contract shall provide for the transfer of rights in project transportation facilities sufficient to deliver to the seller's service area in any one month eleven percent (11%) of the annual entitlement being transferred or such greater amount as the seller determines to sell; *Provided*, however, that sellers shall not be obligated to sell any transportation rights in the Coastal Aqueduct.
- (3) To exercise the right of first refusal, an Urban Contractor shall deliver to the State and the seller its NOI within the time period stated in the Notice of Proposed Contract and shall proceed in good faith to try to complete the transfer to the Urban Contractor. If two or more Urban Contractors deliver NOIs to the State, the amount of annual entitlement and transportation rights being sold shall be allocated among those Urban Contractors that are prepared to perform the purchase by the Performance Date provided for herein in proportion to their maximum annual entitlements, or in another manner acceptable to the Urban Contractors delivering the NOIs. An offer by an Urban Contractor in its NOI to purchase less than the entire annual entitlement and transportation right being transferred shall not be deemed to be an effective exercise of the right of first refusal unless other Urban Contractors submit NOIs to purchase the remainder of the annual entitlement and transportation right or the noncontractor buyer agrees to purchase the remainder at the same unit price and on the same terms and conditions provided for in the Proposed Contract. The Performance Date shall be the date upon which the Urban Contractor is prepared to perform the purchase, which date

shall be the later of: (1) 180 days after the delivery of the NOI or (2) the date set forth in the Proposed Contract for the noncontractor buyer to perform the purchase.

The Performance Date shall be extended at the request of the Urban Contractor if a temporary restraining order or preliminary injunction is in effect as a result of a lawsuit challenging the execution of the contract on the basis of noncompliance with the California Environmental Quality Act. Such extensions shall continue until five days after the temporary restraining order or injunction expires or until the Urban Contractor requests it be discontinued, whichever occurs first. The Urban Contractor shall be liable for any damages suffered by the seller as a result of such extensions of the Performance Date.

- (4) If the seller and the noncontractor buyer under the Proposed Contract make any substantive changes in the Proposed Contract, such changes shall constitute a new Proposed Contract that cannot be performed without compliance with all of the procedures set forth in this article.
- (5) If an Urban Contractor issuing a NOI fails to complete its exercise of the Right of First Refusal by the Performance Date, the seller shall be free to sell its entitlement in substantial conformance with the terms and conditions set forth in the Proposed Contract. An Urban Contractor issuing a NOI may assign its rights to exercise a right of first refusal to another Urban Contractor and the assignee shall have the same rights as the assignor to complete the purchase by the Performance Date.
- (6) In exercising the Right of First Refusal, an Urban Contractor, at its option, may either agree to perform the Proposed Contract in its entirety, including all of its terms and conditions, or agree to pay the price offered under the Proposed Contract for the annual entitlement and transportation rights without condition and without being entitled to enforce or being subject to any other provisions of the Proposed Contract.
- (e) As used in this article, "price" shall mean the dollar amount of consideration provided for in the Proposed Contract.
- (f) Upon the effective date of any such transfer, the seller shall be relieved of and the buyer shall become liable to the State for all prospective Delta Water Charges, the related Transportation Charges and any other charges for the annual entitlements and associated transportation rights transferred unless the seller and buyer provide otherwise in the contract for the transfer and the

State approves such other provisions. However, the contractor making the sale shall remain obligated to the State to make the payments if the buyer defaults on its payments to the State related to the water transferred and is not a party to a long term water supply contract of the type contained in Department of Water Resources Bulletin Number 141. If the contractor making the sale is required to make any payments to the State as a result of the buyer's default, the entitlement transferred to the defaulting buyer shall, if provided for in the Proposed Contract, revert back to the contractor making the sale. The buyer may also be liable for any charges imposed pursuant to subdivision (g) of this article.

- (g) A contractor which is a buyer of annual entitlement pursuant to this article may receive deliveries using any portion of the capacity previously provided by the State in each reach of the project transportation facilities for such contractor that is necessary for transporting the entitlement purchased by it on the same basis as any other entitlement provided for in its Table A in effect prior to the date of the Monterey Amendment. Such contractor may also use any transportation rights transferred to it by a seller in the same manner as the seller was entitled to use them and any unused capacity in any of the reaches specified in this paragraph so long as project operations and/or priority of service of water to other contractors participating in repayment of capital costs in such reaches is not adversely affected. The State shall not be responsible for any resulting adverse impacts upon its ability to provide such contractor peaking capacity. The capital cost and minimum, operation, maintenance, power and replacement components of the Transportation Charge allocated to a buying contractor needing transportation capacity in excess of the capacity factors on which its charges are based in any reach shall be determined prospectively based upon the increase in the buying contractor's annual entitlement resulting from the purchase, and service of water to fulfill annual entitlement to other contractors shall not be impaired. The capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charges shall then be reallocated among the other entities participating in repayment of costs of that reach. For the purposes of this determination, all payments received by the State from the seller relating to the annual entitlement sold shall be deemed to have been received from the buying contractor. Any increased Transportation minimum operation, maintenance, power and replacement component charges allocated to the buying contractor pursuant to this subdivision (g) shall begin January 1 of the year following the effective date of the transfer.
- (h) Individual contractors may transfer entitlements among themselves in amounts in addition to those otherwise provided for in this article.

The State shall expeditiously execute any necessary documents and approve all contracts involving permanent sales of entitlements among contractors, including permanent sales among Urban Contractors. Such sales shall be subject to the provisions of subdivisions (b), (f) and (g) of this article; *Provided*, however, that for a buying contractor needing transportation capacity in excess of the capacity factors on which its charges are based in any reach, reallocation of the Transportation capital cost component charges for transfers other than (i) the 130,000 acre-feet provided for in this article and (ii) the approximate 33,000 acre-feet of transfers proposed from contractors located in Santa Barbara or San Luis Obispo counties, shall be determined both prospectively and retroactively.

- (i) On January 1 following the year in which such Monterey Amendments take effect and continuing every year thereafter until the end of the project repayment period: (i) Kern County Water Agency's (KCWA) annual entitlement for agricultural use as currently designated in Table A-1 of its contract shall be decreased by 40,670 acre-feet; (ii) Dudley Ridge Water District's (DRWD) annual entitlement as currently designated in Table A of its contract shall be decreased by 4,330 acre-feet; and (iii) the State's prospective charges (including any adjustments for past costs) for the 45,000 acre-feet of annual entitlements to be relinquished by KCWA and DRWD thereafter shall be deemed to be costs of project conservation facilities and included in the Delta Water Charge for all contractors in accordance with the provisions of Article 22. If by November 20, 1995 and each October 1 thereafter until the Monterey Amendments of both KCWA and DRWD take effect, KCWA and DRWD at their option notify the State in writing that they will relinquish up to their shares of 45,000 acre-feet of annual entitlements for the following calendar year beginning before the Monterey Amendments take effect, the State, when and if the Monterey Amendments take effect, shall adjust the charges retroactively for the acre-feet relinquished by KCWA and DRWD to January 1 of each year for which water was relinquished. The delivery points for the 45,000 acre-feet of annual entitlement to be relinquished shall be identified for the State by KCWA and DRWD to enable the State to calculate the transportation costs for the 45,000 acre-feet to be included in the Delta Water Charge.

#### **54. Usage of Lakes Castaic and Perris**

- (a) The State shall permit the contractors participating in repayment of the capital costs of Castaic Lake (Reach 30) and Lake Perris (Reach 28J) to withdraw water from their respective service connections in amounts in excess of deliveries approved pursuant

to other provisions of the state water contracts. Each such contractor shall be permitted to withdraw up to a Maximum Allocation from the reach in which it is participating. The contractors participating in repayment of Castaic Lake may withdraw a collective Maximum Allocation up to 160,000 acre-feet pursuant to this article, which shall be apportioned among them pursuant to the respective proportionate use factors from the Department of Water Resources' Bulletin 132-94, Table B-1 upon which capital cost repayment obligations are based, as follows:

**Castaic Lake**

<b>Participating Contractor</b>	<b>Proportionate Use Factor</b>	<b>Maximum Allocation (Acre Feet)</b>
The Metropolitan Water District of Southern California	0.96212388	153,940
Ventura County Flood Control and Water Conservation District	0.00860328	1,376
Castaic Lake Water Agency	0.02927284	4,684
<b>Total</b>	<b>1.00000000</b>	<b>160,000</b>

The Metropolitan Water District of Southern California, as the only contractor participating in repayment of Lake Perris, shall be allocated a Maximum Allocation at Lake Perris of 65,000 acre-feet based upon a proportionate use factor of 1.00000000.

The Maximum Allocation totals of 160,000 acre-feet and 65,000 acre-feet shall not be subject to adjustment. The individual contractor's Maximum Allocations shall be adjusted only as agreed to among the contractors desiring to adjust their Maximum Allocations. Adjustments between the contractors shall be subject to approval of the State which approval shall be given unless there are adverse impacts upon another contractor participating in the reach which are unacceptable to such contractor. The participating contractors will, in consultation with the State, cooperate with each other in an effort to promote efficient utilization of Castaic Lake, and to minimize any adverse impacts to each other, through coordination of deliveries pursuant to other provisions of the State Water Contract as well as withdrawals of allocations pursuant to this article.

(b) The State shall operate Castaic and Perris Reservoirs as transportation facilities in a manner consistent with this article. A contractor desiring to withdraw a portion or all of its Maximum

Allocation shall furnish the State with a proposed delivery schedule. The proposed schedule may be submitted as part of the preliminary water delivery schedule submitted pursuant to Article 12(a)(1). Upon receipt of a schedule the State shall promptly review it to ensure that the amounts, times and rates of delivery will be consistent with the State's ability to operate the reach. The contractor may modify its proposed delivery schedule at any time, and the modified schedule shall be subject to review in the same manner. If necessary, the State may modify the schedule after consultation with the contractor and other contractors participating in repayment of that reach but may not change the total quantity of water to be withdrawn. As part of the consultation, the State shall advise a contractor if it determines a withdrawal will adversely impact the rate of delivery provided for the contractor in this contract. The State shall not be responsible for any such impacts.

- (c) A contractor may withdraw all or a portion of its Maximum Allocation. It shall restore any withdrawn portion of such allocation by furnishing an equivalent amount of replacement water to the reservoir from which the water was withdrawn within five years from the year in which the withdrawal takes place. The unused portion of the allocation, in addition to any replacement water furnished to the reservoir, shall remain available for subsequent withdrawal. The State shall keep an accounting of the contractor's storage withdrawals and replacements. In any year, the State shall permit a contractor to withdraw an amount equivalent to the contractor's Maximum Allocation minus remaining replacement water requirements due to previous withdrawals. If the contractor fails to schedule and replace the withdrawn water within the five-year return period, the State shall provide the replacement water from water scheduled for delivery to the contractor in the sixth year or as soon as possible thereafter. The total amount of scheduled annual entitlement which a contractor can use in any one year for restoring its Maximum Allocation and storing water in surface storage facilities outside of its service area pursuant to Article 56 shall be the sum of the maximum amount the contractor can add to storage that year pursuant to Article 56 and the amount of acre-feet shown in column 2 of the following table, depending on the State's final water supply allocation percentage as shown in column 1.

1. Final Water Supply Allocation Percentage	2. Maximum Acre-Feet of Scheduled Entitlement for Restoring Maximum Allocation*
50% or less	100,000
51%	98,000
52%	96,000
53%	94,000
54%	92,000
55%	90,000
56%	88,000
57%	86,000
58%	84,000
59%	82,000
60%	80,000
61%	78,000
62%	76,000
63%	74,000
64%	72,000
65%	70,000
66%	68,000
67%	66,000
68%	64,000
69%	62,000
70%	60,000
71%	58,000
72%	56,000
73%	54,000
74%	52,000
75 to 99%	50,000
100%	no limit

\* Excludes the maximum amount that can be added to storage in a year pursuant to Article 56, which may be used in addition to the amounts in this table to restore Maximum Allocation.

A contractor may use any of this total amount for replacement water but cannot use any more than that provided for in Article 56 to add to storage in project surface conservation facilities and in nonproject surface storage facilities. There shall be no limit under this article on the amount of scheduled annual entitlement a contractor can use to restore its Maximum Allocation in a year when its percentage of annual water supply allocation is one-hundred percent (100%), nor shall there be any limit under this article on the amount of interruptible water, nonproject water or water obtained through an exchange which a contractor can use to restore its Maximum Allocation.

- (d) For any replacement water furnished to reservoir storage pursuant to this article, the responsible contractor shall pay the State charges for the conservation, if any, and transportation of such replacement water as are associated with the type of replacement water that is furnished, as if such water were delivered to the turnout at the reservoir to which the replacement water is furnished. Adjustments from estimated to actual costs shall be subject to provisions applicable to the type of replacement water. The State shall not charge contractors for water withdrawn pursuant to this article.
- (e) The State shall operate capacity in Castaic and Perris Reservoirs, not required for purposes of Maximum Allocation deliveries, in compliance with the requirement of Article 17(b) of The Metropolitan Water District of Southern California's water supply contract with the State to maintain an amount of water reasonably sufficient to meet emergency requirements of the contractors participating in repayment of that reach. A contractor receiving water pursuant to this article accepts that the State shall not be liable for any damage, direct or indirect, arising from shortages in the amount of water to be made available from that reservoir to meet the contractor's actual emergency requirements as a result of prior storage withdrawals by that contractor pursuant to this article. Nothing in this article shall permit or require the State to adjust allocations or deliveries under Article 18.
- (f) To the extent a contractor, during a calendar year, uses all or a portion of its Maximum Allocation, the State may, to the extent necessary to service project purposes, reduce that contractor's requested peaking service. Such reduction in peaking service shall only occur to the extent such usage of Maximum Allocation causes the State to be unable to provide all peaking service requested. This paragraph shall not apply to the extent the contractor requested usage of Maximum Allocation as part of the preliminary water delivery schedule submitted pursuant to Article 12(a)(1).

(g) The State may reduce water stored in Castaic Lake and Lake Perris to the extent necessary for maintenance and to respond to emergencies resulting from failure of project transportation facilities or of other supply importation facilities serving the State project service area. The State shall promptly replace water within the Maximum Allocation as soon as the need for the reduction terminates.

## **55. Transportation of Nonproject Water**

(a) Subject to the delivery priorities in Article 12(f), contractors shall have the right to receive services from any of the project transportation facilities to transport water procured by them from nonproject sources for delivery to their service areas and to interim storage outside their service areas for later transport and delivery to their service areas: *Provided*, that except to the extent such limitation in Section 12931 of the Water Code be changed, a contractor shall not use the project transportation facilities under this option to transport water the right to which was secured by the contractor through eminent domain unless such use be approved by the Legislature by concurrent resolution with the majority of the members elected to each house voting in favor thereof.

(b) For any nonproject water delivered pursuant to this article, contractors shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the conservation and transportation of such water as if such nonproject water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, which may include an administrative or contract preparation charge, all as determined by the State. Incremental costs shall mean those nonpower costs which would not be incurred if nonproject water were not scheduled for or delivered to contractors. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for the delivery of nonproject water from or through that reach. Costs for transporting water placed into interim storage shall be paid in the same manner provided for in subdivision (c)(6) of Article 56.

(c) The amounts, times and rates of delivery of nonproject water shall be provided for pursuant to a water delivery schedule to be issued in the same manner as provided for in Article 12. The costs specified in this article shall be paid for at the same time the corresponding project water costs are paid.

## **56. Use and Storage of Project Water Outside of Service Area and Article 56 Carryover Water**

**(a) State Consent to Use of Project Water Outside of Service Area**

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency storing project water outside its service area for later use within its service area in accordance with the provisions of subdivision (c) of this article and to the Agency selling project water for use outside its service area in accordance with the provisions of subdivision (d) of this article.

**(b) Groundwater Storage Programs**

The Agency shall cooperate with other contractors in the development and establishment of groundwater storage programs.

**(c) Storage of Project Water Outside of Service Area**

(1) A contractor may elect to store project water outside its service area for later use within its service area, up to the limits and in accordance with the provisions provided for in this subdivision (c) and any applicable water right laws, by setting forth on the preliminary water delivery schedule submitted to the State on or before October 1 of each year pursuant to Article 12(a) the quantity of project water it wishes to store in the next succeeding year. There shall be no limit on the amount of project water a contractor can store outside its service area during any year in a then existing and operational groundwater storage program. The amount of project water a contractor can add to storage in project surface conservation facilities and in nonproject surface storage facilities located outside the contractor's service area each year shall be limited to the lesser of the percent of the contractor's Table A annual entitlement shown in column 2 or the acre-feet shown in column 3 of the following table, depending on the State's final water supply allocation percentage as shown in column 1. However, there shall be no limit to storage in nonproject facilities in a year in which the State's final water supply allocation percentage is one hundred percent. These limits shall not apply to water stored pursuant to Article 12(e).

1. Final Water Supply Allocation Percentage	2. Maximum Percent of Agency's Annual Entitlement That Can Be Stored	3. Maximum Acre-Feet That Can be Stored
50% or less	25%	100,000
51%	26%	104,000
52%	27%	108,000
53%	28%	112,000
54%	29%	116,000
55%	30%	120,000
56%	31%	124,000
57%	32%	128,000
58%	33%	132,000
59%	34%	136,000
60%	35%	140,000
61%	36%	144,000
62%	37%	148,000
63%	38%	152,000
64%	39%	156,000
65%	40%	160,000
66%	41%	164,000
67%	42%	168,000
68%	43%	172,000
69%	44%	176,000
70%	45%	180,000
71%	46%	184,000
72%	47%	188,000
73%	48%	192,000
74%	49%	196,000
75 or more	50%	200,000

(2) Storage capacity in project surface conservation facilities at any time in excess of that needed for project operations shall be made available to requesting contractors for storage of project and nonproject water. If such storage requests

exceed the available storage capacity, the available capacity shall be allocated among contractors requesting storage in proportion to their annual entitlements designated in their Table A's for that year. A contractor may store water in excess of its allocated share of capacity as long as capacity is available for such storage.

- (3) If the State determines that a reallocation of excess storage capacity is needed as a result of project operations or because of the exercise of a contractor's storage right, the available capacity shall be reallocated among contractors requesting storage in proportion to their annual entitlements designated in their Table A's for that year. If such reallocation results in the need to displace water from the storage balance for any contractor or noncontractor, the water to be displaced shall be displaced in the following order of priority:

First, water, if any, stored for noncontractors;

Second, water stored for a contractor that previously was in excess of that contractor's allocation of storage capacity; and

Third, water stored for a contractor that previously was within that contractor's allocated storage capacity.

The State shall give as much notice as feasible of a potential displacement.

- (4) Any contractor electing to store project water outside its service area pursuant to this subdivision may not sell project water under the provisions of subdivision (d) of this article during the year in which it elected to store project water. This limitation shall not apply to replacement water furnished to Castaic and Perris Reservoirs pursuant to Article 54, nor to the storage of water introduced into a groundwater basin outside a contractor's service area if recovery is intended to occur within that contractor's service area.
- (5) The restrictions on storage of project water outside a contractor's service area provided for in this subdivision (c), shall not apply to storage in any project offstream storage facilities constructed south of the Delta after the date of this amendment.
- (6) For any project water stored outside its service area pursuant to this subdivision (c), a contractor shall pay the State the same (including adjustments) for power resources

(including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as the contractor pays for the transportation of annual entitlement to the reach of the project transportation facility from which the water is delivered to storage. If annual entitlement is stored, the Delta Water Charge shall be charged only in the year of delivery to interim storage. For any stored water returned to a project transportation facility for final delivery to its service area, the contractor shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water calculated from the point of return to the aqueduct to the turn-out in the contractor's service area. In addition, the contractor shall pay all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were scheduled for or delivered to the contractor's service area instead of to interim storage outside the service area. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for use of a reach for the delivery of water to, or return of water from, interim storage.

- (7) A contractor electing to store project water in a nonproject facility within the service area of another contractor shall execute a contract with that other contractor prior to storing such water which shall be in conformity with this article and will include at least provisions concerning the point of delivery and the time and method for transporting such water.

**(d) Sale of Project Water For Use Outside of Service Area**

- (1) If in any year a contractor has been allocated annual entitlement that it will not use within its service area, the contractor has not elected to store project water in accordance with the provisions of subdivision (c) of this article during that year, and the contractor has not elected to carry over entitlement from the prior year pursuant to the provisions of Article 12(e), the contractor may sell such annual entitlement for use outside its service area in accordance with the following provisions.
- (2) Each year the State shall establish an annual entitlement water pool (the Pool) for contractors wishing to sell or buy project water pursuant to the provisions of this subdivision. The Pool shall constitute the exclusive means of selling

portions of annual entitlements not desired by contractors that year. Contractors willing to sell to or buy water from the Pool shall notify the State in writing of their desire to do so indicating the quantity to be sold or purchased. Contractors shall have the first priority to purchase all water placed in the Pool. The State may purchase any water remaining in the Pool not purchased by contractors at the same price available to contractors and use such water for the purpose of providing additional carryover storage for contractors: *Provided*, that the State shall consult with the contractors prior to making any such purchases.

- (3) Each year, the price per acre-foot to be paid by the State to contractors selling water placed in the Pool on or before February 15 that is purchased by a contractor requesting such purchase by March 1 or by the State on March 1 shall be equal to fifty percent (50%) of the Delta water rate as of that date. The price per acre-foot to be paid to the State for the purchase of water from the Pool by a contractor placing a request for such purchase on or before March 1 shall be equal to fifty percent (50%) of the Delta water rate as of that date. Any water placed in the Pool on or before February 15 that is not purchased by contractors or the State by March 1 may be withdrawn from the Pool by the selling contractor.
- (4) Each year the price per acre-foot to be paid by the State to contractors selling water remaining in the Pool or placed in the Pool after February 15, but on or before March 15 that is purchased by a contractor requesting such purchase by April 1 or by the State on April 1 shall be equal to twenty-five percent (25%) of the Delta water rate as of that date. The price per acre-foot to be paid to the State for the purchase of water from the Pool by a contractor placing a request for such purchase between March 2 and April 1 shall be equal to twenty-five percent (25%) of the Delta water rate as of the later date. Any water placed in the Pool on or before March 15 that is not purchased by a contractor or the State by April 1 may be withdrawn from the Pool by the selling contractor.
- (5) If there are more requests from contractors to purchase water from the Pool than the amount in the Pool, the water in the Pool shall be allocated among those contractors requesting such water in proportion to their annual entitlement for that year up to the amount of their requests. If requests to purchase water from the Pool total less than the amount of water in the Pool, the sale of Pool water shall be allocated among the contractors selling such water in proportion to their respective amounts of water in the Pool.

- (6) Any water remaining in the Pool after April 1 that is not withdrawn by the selling contractor shall be offered by the State to contractors and noncontractors and sold to the highest bidder: *Provided*, that if the highest bidder is a noncontractor, all contractors shall be allowed fifteen days to exercise a right of first refusal to purchase such water at the price offered by the noncontractor. The price to be paid to the selling contractor shall be the amount paid by the buyer exclusive of the amount to be paid by the buyer to the State pursuant to subdivision (d)(7) of this article.
- (7) For any water delivered from the Pool to contractors, the buyer shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were not scheduled for or delivered to the buyer. Only those buyers not participating in the repayment of a reach shall be required to pay any use of facilities charge for the delivery of such water from or through the reach. Adjustments from estimated to actual costs shall be computed by the State pursuant to these provisions and shall be paid by the buyer or credited to the buyer at the times and interest rates described in Article 28(c).

**(e) Continuance of Article 12(e) Carry-over Provisions**

The provisions of this article are in addition to the provisions of Article 12(e), and nothing in this article shall be construed to modify or amend the provisions of Article 12(e). Any contractor electing to sell project water during any year in accordance with the provisions of subdivision (d) of this article, shall not be precluded from using the provisions of Article 12(e) for carrying over water from the last three months of that year into the first three months of the succeeding year.

**(f) Bona Fide Exchanges Permitted**

Nothing in this Article shall be deemed to prevent the Agency from entering into bona fide exchanges of project water for use outside the Agency's service area with other parties for project water or nonproject water if the State consents to the use of the project water outside the Agency's service area. Also, nothing in this article

shall be deemed to prevent the Agency from continuing those exchange or sale arrangements entered into prior to September 1, 1995, which had previously received any required State approvals. A "bona fide exchange" shall mean an exchange of water involving a contractor and another party where the primary consideration for one party furnishing water to another is the return of a substantially similar amount of water, after giving due consideration to the time or other nonfinancial conditions of the return. Reasonable payment for costs incurred in effectuating the exchange and reasonable deductions from water delivered, based on expected storage or transportation losses may be made. A "bona fide exchange" shall not include a transfer of water from one contractor to another party involving a significant payment unrelated to costs incurred in effectuating the exchange. The State, in consultation with the contractors, shall have authority to determine whether the transfer of water constitutes "bona fide exchanges" within the mean of this paragraph and not disguised sales.

**(g) Other Transfers**

Nothing in this article shall be deemed to modify or amend the provisions of Articles 15(a), or Article 41, except as expressly provided for in subdivisions (c) and (d) of this article.

## **MONTEREY AMENDMENT IMPLEMENTING AND ADMINISTRATIVE PROVISIONS**

**IT IS FURTHER MUTUALLY AGREED** that the following provisions, which shall not be part of the Agency's water supply contract text, shall be a part of this Amendment and be binding on the Parties.

1. All balances of wet weather and Article 12(d) water otherwise available to any contractor executing the Monterey Amendment shall be eliminated as of the effective date of such amendment and no new balances for such water shall be established.

### **2. EFFECTIVE DATE OF MONTEREY AMENDMENT**

- (a) No Monterey Amendment to any contractor's water supply contract shall take effect unless and until both of the following have occurred (1) the Monterey Amendments to both the Kern County Water Agency's and the Metropolitan Water District of Southern California's contracts have been executed and no legal challenge has been filed within sixty days of such execution or, if filed, a final judgement of a court of competent jurisdiction has been entered sustaining or validating said amendments; and (2) the State has conveyed the property which constitutes the Kern Fan Element of the Kern Water Bank to Kern County Water Agency pursuant to the Kern Water Bank Contract provided for in Article 52 either on or before October 1, 1996 or, if the conveyance on such date has been prevented by an interim court order, within ninety days after such court order has become ineffective so long as ninety days expires not later than January 1, 2000. The October 1, 1996 date and January 1, 2000 date may be extended unanimous agreement of the State, Kern County Water Agency and The Metropolitan Water District of Southern California.
- (b) The State shall administer the water supply contracts of any contractors that do not execute the Monterey Amendment so that such contractors are not affected adversely or to the extent feasible beneficially by the Monterey Amendments of other contractors' water supply contracts.
- (c) If a court of competent jurisdiction issues a final judgement or order determining that any part of a contractor's Monterey Amendment is invalid or unenforceable, all provisions of that amendment shall be of no force or effect as to such contractor, except as provided in subdivisions (e) and (f) of this paragraph.
- (d) If any part of the Monterey Amendment of the Kern County Water Agency's or The Metropolitan Water District of Southern California's contracts or if the conveyance of the Kern Fan Element of the Kern Water Bank to the Kern County Water Agency provided for in Article 52 is determined by a court of competent jurisdiction in a final judgement or order to be invalid or unenforceable, the Monterey Amendments of all

contractors and the Kern Water Bank Contract shall be of no force and effect except as provided in subdivisions (e) and (f) of this paragraph.

- (e) Notwithstanding subdivisions (c), (d), and (f) of this paragraph, if any part of the Monterey Amendment of the Kern County Water Agency's or the Metropolitan Water District of Southern California's contract is determined by a court of competent jurisdiction in a final judgement or order to be invalid or enforceable, and if Articles 52 and 53(i) have been implemented (i.e., the property which constitutes the Kern Fan Element of the Kern Water Bank has been conveyed by the State and the 45,000 acre-feet of annual entitlements have been relinquished to the State), the implementation of the relinquishment shall not be reversed unless the implementation of the conveyance is also reversed, and conversely, implementation of the conveyance shall not be reversed unless implementation of the relinquishment is also reversed. Nothing in this subdivision shall affect any party's right to seek additional damages, compensation or any other remedy available at law or in equity.
- (f) The total invalidity or unenforceability of one contractor's Monterey Amendment as provided for in subdivision (c) of this paragraph or of all contractor's Monterey Amendments as provided for in subdivision (d) of this paragraph or of the Kern Water Bank Contract as provided for in subdivision (d) of this paragraph may be avoided only if such invalidity or unenforceability is explicitly waived in writing signed by the State, Kern County Water Agency and The Metropolitan Water District of Southern California. In cases arising under subdivision (c) or (d), the affected contractor whose Monterey Amendment has been determined to be partially invalid or unenforceable must first request the waiver.

3. Financial adjustments or billing related provisions in the Agency's water supply contract impacted by the execution of this Amendment will be first reflected on the Agency's statement of charges beginning January 1, 2024 and prospectively thereafter pursuant to the Agency's water supply contract.

#### 4. **DocuSign**

The Parties agree to accept electronic signatures generated using DocuSign as original signatures. This Amendment shall become effective upon execution by the Parties, unless provided otherwise above for specific provisions of this Amendment.

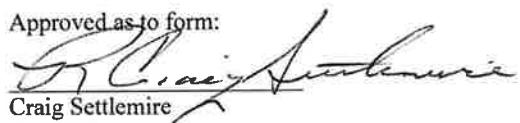
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form  
and Sufficiency:

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General Counsel  
Department of Water Resources

Approved as to form:



Craig Settemire  
Counsel

Date: 10/05/2023

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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Director

---

Date

PLUMAS COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

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Greg Hagwood  
Chair, Board of Directors

---

Date

**ATTEST:**

By: \_\_\_\_\_

Name: Kristina Rogers

Title: Deputy Clerk of the Board of  
Supervisors

Date signed:



**PLUMAS COUNTY  
COUNTY COUNSEL  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** October 17, 2023

**SUBJECT:** **Presentation: 23/24 Fiscal year services provided by the Alliance for Workforce Development, Inc. provided by** Melissa Smith, Business Service Representative for Plumas County Chester Office.

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**Recommendation:**

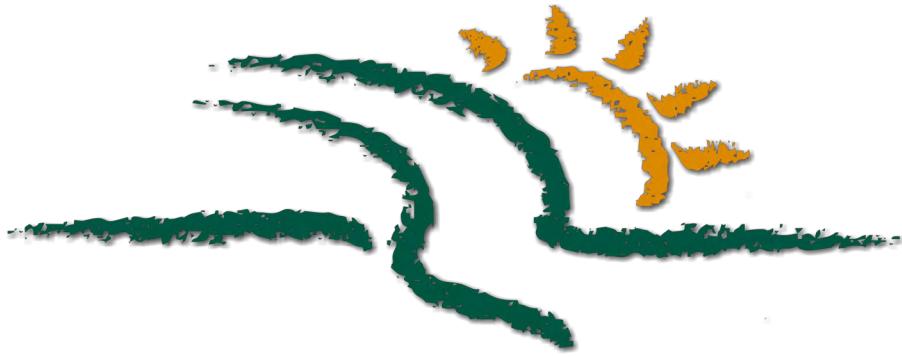
**Background and Discussion:**

**Action:**

**Fiscal Impact:**

**Attachments:**

1. PLUMAS BOS Report 2022-2023
2. PLUMAS BOS 2022-23 Presentation



**Alliance For  
Workforce Development, Inc.**  
*Providing pathways to success*

# Plumas County

OPERATIONS & PROGRAM HIGHLIGHTS  
2022 - 2023

***Melissa Smith***

BUSINESS SERVICES REPRESENTATIVE  
[MSMITH@NCEN.ORG](mailto:MSMITH@NCEN.ORG)  
530-616-0964

# Purpose

We are pleased to update the Board on the Program Year 2022-2023 activities at the Alliance for Workforce Development (AFWD) Plumas County One-Stops in Chester and Quincy. AFWD is Plumas County's America's Job Center of California (AJCC) provider.

Our mission is to provide businesses and workers a common point of access for employment, recruiting, training, consultation, and other workforce services. AFWD provides federal and state Workforce Innovation & Opportunity Act (WIOA) programs to Adults, Youth, Dislocated Workers, and Veterans. Our WIOA services also provide crucial recruiting, upskilling and workforce investment resources to Plumas County businesses.

# Overview

AFWD is one of three service providers for the Northern Rural Training & Employment Consortium (NoRTEC). We provide workforce development programs and services in six of NoRTEC's eleven counties: Butte, Lassen, Modoc, Nevada, Plumas and Sierra.

As an America's Job Center of California (AJCC) One-Stop, we maintain a "business first" philosophy, as embraced by NoRTEC and WIOA legislation. This means we emphasize business outreach and employers are at the forefront of our service delivery model.

The One-Stop model provides businesses and job seekers a single access point; ensuring that employers find the most qualified candidates, and workers obtain sustainable, long term employment. All of our efforts are tied to enhancing workforce development, promoting economic vitality, and fostering a stable and prosperous business community in Plumas County.

We would like to thank Supervisor McGowan for his dedication to Plumas county and for serving on the NoRTEC Governing Board.



*A proud partner of America's Job Center of California<sup>SM</sup> network.*

**America's Job Center**  
of California<sup>SM</sup>



# Employment Numbers

QUARTER 1 2022

JULY

PLUMAS: 4.7%

CALIFORNIA: 3.9%

UNITED STATES: 3.5%

AUGUST

PLUMAS: 5.0%

CALIFORNIA: 4.1%

UNITED STATES: 3.7%

SEPTEMBER

PLUMAS: 4.4%

CALIFORNIA: 3.7%

UNITED STATES: 3.5%

QUARTER 4 2023

APRIL

PLUMAS: 8.7%

CALIFORNIA: 4.3%

UNITED STATES: 3.4%

MAY

PLUMAS: 6.9%

CALIFORNIA: 4.5%

UNITED STATES: 3.7%

JUNE

PLUMAS: 6.0%

CALIFORNIA: 4.9%

UNITED STATES: 3.6%



# Program Highlights

AFWD provides services in Plumas County for Adult & Dislocated Workers, Young Adults, and Businesses. We also have additional services for the Dixie Fire Disaster as well. Our broad range of employment services are tailored to individuals from all skill levels and backgrounds, from entry-level to skilled technical and management. This diversity provides Plumas County employers with a labor pool for all of their hiring needs.

## ADULT & DISLOCATED WORKER PROGRAMS

AFWD Career Center Advisors (CCA's) support individuals through skill assessments and career exploration. We assist Adults in need of classroom training to obtain sustainable employment by supporting them in vocational programs that will lead to local jobs in their career path. In Program Year 2022-2023 AFWD Adult and Dislocated Workers in Plumas County received training assistance funds which included fees & tuition, assistance with materials for classes, and On-The-Job Trainings (OJT's).

## YOUTH PROGRAMS

AFWD Youth Career Center Advisors (CCA's) serve individuals ages 17-24 years old who have barriers to employment. Youth clients are provided with individualized training and employment plans and assistance with a variety of workplace readiness factors. Our Youth Program helps clients obtain high school diplomas and GED's, navigate exit from foster care and youth detention, and obtain real world skills such as household budgeting and job market exploration. In Program Year 2022-2023 AFWD assisted 6 Youth Clients in career readiness, job placement, On-The-Job Training, and supportive services in Plumas County.

## BUSINESS SERVICES

AFWD Business Service Representatives (BSR) maintain constant contact with the Plumas County business community to keep them up to date of hiring needs, employment trends, and economic conditions. BSR's also work closely with our partners in the government, nonprofit, and advocacy sectors (local Chambers and Professional Groups) in order to develop contacts and find ways to align services. In Program Year 2022-2023, Plumas County Business Services Staff engaged 64 individual businesses. Business Service Representatives provided 5 On-the-Job Training placements to Plumas County employers.



# WIOA *Services*

## 2022 - 2023 BY THE NUMBERS

### NATIONAL DISLOCATED WORKER GRANTS (NDWG) + ADDITIONAL ASSISTANCE

Through this funding Alliance for Workforce Development is able to provide employment assistance to individuals through the Temporary Job Creation (TJC) Program to support disaster clean up and recovery covering wages for local non-profit and government entities.

DIXIE FIRE WAGES DISTRIBUTED TO DATE:

**\$574,385**

(not including healthcare, workers' comp insurance or taxes)

NUMBER OF DIXIE FIRE CLIENTS SERVED TO DATE: **88**



# WIOA *Services*

## 2022 - 2023 BY THE NUMBERS

### PLUMAS COUNTY CLIENTS SERVED

1,023

Classroom Training • Resume Assistance • Skills Testing  
Job Search • On-The-Job Training (OJT) • Work Experience (WEX)

### NUMBER OF WORKSHOPS OFFERED

48

### UNIQUE PLUMAS COUNTY BUSINESSES SERVED

64

Recruiting • Job Fairs • Labor Market Data • HR Consultation  
Access to Untapped Labor Pools • On-The-Job Training (OJT)

### TOTAL NUMBER OF SERVICES PROVIDED TO BUSINESSES

526

### WIOA FUNDING SPENT IN PLUMAS COUNTY ON PARTICIPANTS

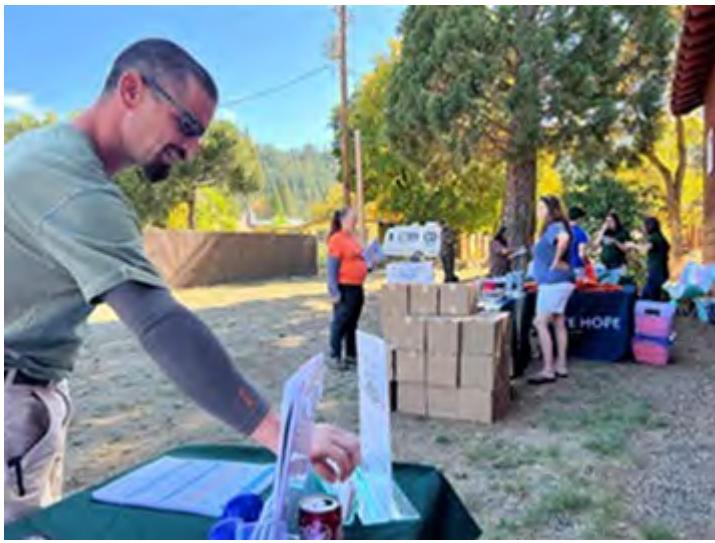
\$482,343

Includes On-The-Job Trainings, Classroom Trainings, Temporary Jobs, and Work Experience

From July 1, 2022 to June 30, 2023, AFWD served 1,023 customers in our One Stop Office. We supported 64 unique businesses with recruiting, retention, training, HR support, labor market data & analysis, strategic planning for sector growth, & many other services. We spent \$482,343 in WIOA Funds in Plumas County on participants. This vital funding allows Plumas County Employers to utilize the local labor pool by providing support to train & upskill local job seekers.



# In The Community



# Looking Ahead

As Plumas County's America's Job Center of California, AFWD's mission is to enhance economic vitality by creating a skilled, job-ready workforce, and a stable, prosperous business community throughout Plumas County. We appreciate our partners in the education, public, and private sectors who help make our mission possible.

Although we are seeing more people return to the workplace, Plumas County residents and businesses continue to navigate the COVID-19 pandemic and the Dixie Fire recovery. As new challenges arise, we continue to develop solutions to the issues and pivot with the still-changing health and safety recommendation. We continue to expand and refine our online capabilities with tools like:

- Virtual Workshops and Webinars
- Effective online recruitment through CalJOBS and NorthstateJobs.com/AFWD
- Social Media engagement with the community on Facebook, LinkedIn, and Instagram
- Live assistance for job seekers and businesses on our website chat feature at afwd.org

We continue to advocate on behalf of Plumas County, in order to provide ongoing OJT Training assistance for employers, vocational and classroom upskilling for individuals, and Temporary Job Creation services designed to mitigate the effects of economic disruption, while charging the local economy with wages.

We thank the Board for providing us the opportunity to present today and thank Plumas County for continuing to partner with us in creating pathways to success.

For more information on AFWD activities please visit [afwd.org](http://afwd.org) and click "News". Here you will find highlights of our work throughout the community. If you have any questions, please contact us.

**Melissa Smith**

BUSINESS SERVICES REPRESENTATIVE

MSMITH@NCEN.ORG

530-616-0964





Alliance For  
Workforce Development, Inc.  
*Providing pathways to success*

# PLUMAS COUNTY BOARD OF SUPERVISORS

AFWD PROGRAM YEAR 2022-2023

# EMPLOYMENT NUMBERS

## QUARTER 1 2022

### JULY

PLUMAS COUNTY:	4.7%
CALIFORNIA:	3.9%
UNITED STATES:	3.5%

### AUGUST

PLUMAS COUNTY:	5.0%
CALIFORNIA:	4.1%
UNITED STATES:	3.7%

### SEPTEMBER

PLUMAS COUNTY:	4.4%
CALIFORNIA:	3.7%
UNITED STATES:	3.5%

## QUARTER 4 2023

### APRIL

PLUMAS COUNTY:	8.7%
CALIFORNIA:	4.3%
UNITED STATES:	3.4%

### MAY

PLUMAS COUNTY:	6.9%
CALIFORNIA:	4.5%
UNITED STATES:	3.7%

### JUNE

PLUMAS COUNTY:	6.0%
CALIFORNIA:	4.9%
UNITED STATES:	3.6%



# SPECIAL PROJECTS

PROGRAM YEAR 2022-2023

## NATIONAL DISLOCATED WORKER GRANTS (NDWG)

Through this funding AFWD is able to provide employment assistance to individuals through the Temporary Job Creation (TJC) Program to support disaster clean up and recovery covering wages for local non-profit and government entities.

**DIXIE FIRE WAGES DISTRIBUTED TO DATE IN PLUMAS COUNTY:  
\$574,385**

**NUMBER OF DIXIE FIRE CLIENTS SERVED TO DATE IN PLUMAS COUNTY:  
88**



# WIOA SERVICES

## 2022-2023 BY THE NUMBERS

**PLUMAS COUNTY CLIENTS SERVED: 1,023**

JOB SEARCH • RESUME ASSISTANCE • SKILLS TESTING • CLASSROOM TRAINING • ON-THE-JOB TRAINING (OJT) • WORK EXPERIENCE (WEX)

**NUMBER OF WORKSHOPS OFFERED: 48**

**UNIQUE PLUMAS COUNTY BUSINESSES SERVED: 64**

RECRUITING • JOB FAIRS • LABOR MARKET DATA • HR CONSULTATION • ACCESS TO UNTAPPED LABOR POOLS • OJT

**TOTAL NUMBER OF SERVICES PROVIDED TO BUSINESSES: 526**

**WIOA FUNDING SPENT IN PLUMAS COUNTY ON PARTICIPANTS: \$482,343**

INCLUDES ON-THE-JOB TRAININGS, CLASSROOM TRAININGS AND WORK EXPERIENCE



# IN THE COMMUNITY

PROGRAM YEAR 2022-2023





**PLUMAS COUNTY  
PROBATION  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer

**MEETING DATE:** October 17, 2023

**SUBJECT:** Adopt **RESOLUTION** continuing implementation of new Plumas County Probation Department policies and procedures through Lexipol; (No General Fund Impact); approved as to form by County Counsel. Roll call vote

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**Recommendation:**

Adopt a resolution continuing implementation of new Plumas County Probation Department policies and procedures through Lexipol.

**Background and Discussion:**

Plumas County Personnel Rule 1.04 Departmental Rules provides Probation Chief Officer to establish additional rules provided the County comply with the "meet and confer" obligation under California Government Code Section 3505. These new Probation Department Policies have been reviewed and approved by County Counsel, Human Resources, and have met the "meet and confer" obligation. They are needed for day-to-day operations of the Probation Department.

Policies are as follows:

203 - Training  
301 - Use of Force Review Boards  
402 - Supervision of Clients  
410 - Cash Handling: Security and Management  
515 - Transporting Persons in Custody

Procedures are as follows:

500 - In Custody and Transport Procedures

**Action:**

It is respectfully requested that the Board adopt the resolution for new Plumas County Probation Department policies and procedures through Lexipol.

**Fiscal Impact:**

At an annual rate of \$4,120.20, Lexipol's services are paid for out of various grant funding sources, typically 20409-SB678, 20418-AB109, and 20415-YOBG. There is no General Fund impact.

**Attachments:**

1. Resolution: 23-681 FINAL
2. 8.15.23 203 Training (3)
3. 9.12.23 402 Supervision\_of\_Clients (5)
4. 9.12.23 410 Cash\_Handling\_\_Security\_\_and\_Management (6)
5. 9.12.23 500 In-Custody\_and\_Transport\_Procedures (5)
6. 9.12.23 515 Transporting\_Persons\_in\_Custody (12)
7. 301-Use\_of\_Force\_Review\_Boards (8)



**RESOLUTION NO: 2023-\_\_\_\_\_**

**A RESOLUTION TO ADOPT NEW PLUMAS COUNTY PROBATION DEPARTMENT POLICIES AND PROCEDURES THROUGH LEXIPOL**

**WHEREAS**, Plumas County Personnel Rule 1.04 "Department Rules" provides the Chief Probation Officer may establish additional rules provided those rules are consistent with the Personnel Rules, other County policies and that the County comply with the "meet and confer" obligation under California Government Code Section 3505; and

**WHEREAS**, the Probation Department requires new Policies and Procedures for the day to day operations of the Department; and

**WHEREAS**, these policies include a policy establishing general guidelines for training, for reviewing the use of force by department members, for assigning clients to the appropriate level of supervision and case management; employees cash management practices, and policies and procedures for transporting persons and juveniles in custody; and

**WHEREAS**, this request was brought to the attention of County Counsel, Human Resources Director, and the Probation Association who approve of this resolution to adopt these Lexipol Policies and Procedures; and

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

Approve this Resolution to adopt new Plumas County Probation Department Policies and Procedures according to Lexipol as follows:

Policies: 203, 301, 402, 410, and 515. Procedure: 500

The foregoing information was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 17<sup>th</sup> day of October 2023 by the following vote:

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

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Chair, Board of Supervisors

**ATTEST:**

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Clerk of the Board of Supervisors

# Training

## 203.1 PURPOSE AND SCOPE

**Best Practice**

This policy establishes general guidelines for how training is to be identified, conducted, and documented (including basic, in-service, and outside training). This policy is not meant to address all specific training endeavors or identify every required training topic.

### 203.1.1 DEFINITIONS

**Agency Content**

**Serious Injury** - Serious injury is defined as “a personal injury which results in death; dismemberment; significant disfigurement; a fracture; loss of a fetus; permanent loss of use of a body organ, member, function or system; permanent consequential limitation of use of a body organ or member; significant limitation of use of a body function or system; or a medically determined injury or impairment of a non-permanent nature which prevents the injured person from performing substantially all of the material acts which constitute such person's usual and customary daily activities for not less than ninety days during the one hundred eighty days immediately following the occurrence of the injury or impairment.”

## 203.2 POLICY

**Best Practice**

The Department shall administer a training program that will meet the standards of federal, state, local, and the California POST, Board of State and Community Corrections (BSCC), or Standards and Training for Corrections (STC) training requirements. It is a priority of this department to provide continuing education and training for the professional growth and development of its members.

## 203.3 OBJECTIVES

**Discretionary**

The objectives of the training program are to:

- (a) Enhance the level of probation service to the public.
- (b) Increase the technical expertise and overall effectiveness of department members.
- (c) Provide for continued professional development of department members.
- (d) Ensure compliance with STC rules and regulations concerning probation training.

## 203.4 TRAINING MANAGER

**Best Practice**

The Chief Probation Officer shall designate the Training Manager who is responsible for developing, reviewing, updating, and maintaining the department training plan so that required training is completed. The Training Manager should review the training plan annually.

# Plumas County Probation Department

## Probation Manual

### *Training*

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#### 203.4.1 TRAINING RESTRICTION

**State**

The Training Manager is responsible for establishing a process to identify officers who are restricted from training other officers for the time period specified by law because of a sustained use of force complaint (Government Code § 7286(b)).

### 203.5 TRAINING PLAN

**Best Practice**

The training plan should include the anticipated costs associated with each type of training, including attendee salaries and backfill costs. The plan should include a systematic and detailed method for recording all training for all members.

Updates and revisions may be made to any portion of the training plan at any time it is deemed necessary.

The plan will address all required training.

#### 203.5.1 GOVERNMENT-MANDATED TRAINING

**State**

The following lists, while not all-inclusive, identify training that is required under state laws and regulations. Additional required training may be identified in individual policies.

- (a) State-mandated minimum training for officers requires completion of the following:
  1. Annual STC in-service training shall be selected by the Training Manager based on agency or individual needs (15 CCR 184):
    - (a) Maintenance of first-aid and CPR certification.
    - (b) 40 hours of academic in-service training.
  2. No less than the minimum number of hours as established by the STC Probation Officer Core Course Manual:
    - (a) Agency specific training
    - (b) California justice system
    - (c) Current trends and practices
    - (d) Risk factors
    - (e) Juvenile detention decisions
    - (f) Information gathering
    - (g) Court reports and presentations
    - (h) Orientation, case planning, and supervision
    - (i) Supervision issues
    - (j) Priority setting
    - (k) Personal safety

# Plumas County Probation Department

## Probation Manual

### *Training*

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- (l) Use of force
- (m) Restraints and searching
- (n) Transportation
- (o) Physical conditioning
- (p) CPR
- (q) First aid
- (r) Peace Officer Standards and Training (POST) required training (Penal Code § 832)
- (b) Any other mandated training (e.g., National Incident Management System) as determined by the Plumas County Probation Department.

### **203.6 TRAINING COMMITTEE**

Discretionary MODIFIED

The Training Manager may establish a Training Committee, on a temporary or as-needed basis, which will assist with identifying training needs.

The Training Committee should comprise at least three members, with the senior-ranking member of the committee acting as the chairperson. Committee members should be selected based on their abilities related to post-incident evaluation and assessing related training needs. The Training Manager has the discretion to remove or replace members of the committee.

The Training Committee should review certain incidents to determine whether training would likely improve future outcomes or reduce or prevent the recurrence of the undesirable issues related to an incident. Specific incidents the Training Committee should review include but are not limited to:

- (a) Any incident involving the death or serious injury of a member.
- (b) Incidents involving a high risk of death, serious injury, or civil liability.
- (c) Incidents identified by the Department to determine possible training needs.

While in operation, the Training Committee should convene on a regular basis, as determined by the Training Manager, to review the identified incidents. The committee shall determine by consensus whether a training need exists and then submit written recommendations of its findings to the Training Manager. The recommendation should not identify specific facts of any incidents, such as identities of members involved or the date, time, and location of the incident, but should focus on the type of training being recommended.

The Training Manager will consider the recommendation of the committee and determine what training should be addressed, taking into consideration the mission of the Department and the available resources. Training recommendations as determined by the Training Manager shall be submitted to the command staff for review.

# Plumas County Probation Department

## Probation Manual

### *Training*

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#### **203.7 TRAINING ATTENDANCE**

##### **Best Practice**

- (a) All members assigned to attend training shall attend as scheduled unless previously excused by their immediate supervisor. Excused absences should be limited to:
  1. Court appearances.
  2. Previously approved vacation or time off.
  3. Illness or medical leave.
  4. Physical limitations preventing the member's participation.
  5. Emergency situations or department necessity.
- (b) All members unable to attend training as scheduled shall notify their supervisors as soon as practicable, but no later than one hour prior to the start of training, and shall:
  1. Document the absence in a memorandum to the supervisor.
  2. Arrange through the supervisor or Training Manager to attend the required training on an alternate date.

#### **203.8 DAILY TRAINING BULLETINS**

##### **Best Practice**

The Lexipol Daily Training Bulletins (DTBs) are contained in a web-accessed system that provides training on the Plumas County Probation Department Policy Manual and other important topics.

Members assigned to participate in DTBs shall only use the login credentials assigned to them by the Training Manager. Members should not share their password with others and should frequently change their password to protect the security of the system. After each session, members should log off the system to prevent unauthorized access. The content of the DTBs is copyrighted material and shall not be shared with others outside of the Department.

Members assigned to participate in the DTB program should complete each DTB at the beginning of their shifts or as otherwise directed by their supervisor. Members should not allow uncompleted DTBs to build up over time. Members may be required to complete DTBs missed during extended absences (e.g., vacation, medical leave) upon returning to duty. Although the DTB system can be accessed from any internet-enabled computer, members shall only take DTBs as part of their on-duty assignments, unless directed otherwise by a supervisor.

Supervisors will be responsible for monitoring the progress of those under their command to ensure compliance with this policy.

#### **203.9 TRAINING RECORDS**

##### **Best Practice**

The Training Manager is responsible for the creation, filing, and storage of all training records. Training records shall be retained in accordance with the established records retention schedule.

Plumas County Probation Department  
Probation Manual

*Training*

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**203.10 ISSUED DATE**

Agency Content

203.10.1 REVISED DATE(S)

Agency Content

# Supervision of Clients

## 402.1 PURPOSE AND SCOPE

**Best Practice**

This policy establishes guidelines for the supervision of clients by assigning clients to an appropriate level of supervision and developing an appropriate case management plan for each client.

This policy does not address compliance monitoring, modifications and violations of release conditions, risk and needs assessments, and intake, which are addressed in other policies.

## 402.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to use case management practices to facilitate effective and safe supervision of clients in accordance with federal and state law and department procedure.

## 402.3 RESPONSIBILITIES

**Best Practice**

The Chief Probation Officer or the authorized designee should:

- (a) Establish and maintain procedures to assign clients to approved levels of supervision.
- (b) Establish and maintain procedures for the development and implementation of case management plans.
- (c) Establish and maintain procedures to ensure that clients are provided with guidance identifying appropriate community-based resources required or recommended for the client, and with assistance accessing those resources.
  1. This should include maintaining a list of resources and services available and approval of necessary additions or substitutions.
- (d) Review and approve the level of supervision to which each client is assigned.
  1. This should include the initial assignment and periodic reviews to determine if adjustments in the level of supervision are appropriate.
- (e) Conduct periodic reviews of case management plans to assess the need to adjust a plan for reasons including the client's compliance with conditions of supervision, life changes, or other risk factors.
- (f) Establish a procedure to ensure that every 10 days updates are made to any supervised release file available to this department on the California Law Enforcement Telecommunications System (CLETS) by entering any client placed on post-conviction supervision who is within the jurisdiction and authority of the Plumas County Probation Department. This includes persons on probation, mandatory supervision, and post-release community supervision (Penal Code § 14216).

# Plumas County Probation Department

## Probation Manual

### *Supervision of Clients*

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#### **402.4 LEVELS OF SUPERVISION**

**State**

Each client should be assigned a level and type of supervision (Penal Code § 1202.8).

##### **402.4.1 ASSIGNMENT TO A LEVEL OF SUPERVISION**

**State**

Officers shall follow department procedures when assigning each client to a level of supervision.

The assignment of each client to a level and type of supervision should be based on but not limited to the following:

- (a) Court-ordered directives related to supervision (Penal Code § 1202.8)
- (b) Results and findings of the risk and needs assessment administered pursuant to the Risk and Needs Assessments Policy
- (c) Results and findings of other relevant evaluations, including but not limited to mental and physical health evaluations and substance abuse evaluations
- (d) Information collected at intake pursuant to the Initial Intake to Probation Services Policy
- (e) Nature and severity of the offense requiring supervision
- (f) Past criminal history and past performance on probation/parole supervision
- (g) Other information relevant to a level and type of supervision determination

##### **402.4.2 LEVELS OF SUPERVISION FOR SEX OFFENDERS**

**State**

Adult sex offenders who are determined by a risk and needs assessment to pose a high risk to the public of committing a sex crime shall be assigned to intensive and specialized supervision as required by Penal Code § 1203f.

Juvenile sex offenders who pose a high risk of committing a sex crime should be considered for assignment to intensive and specialized supervision.

#### **402.5 ESTABLISHMENT OF A CASE MANAGEMENT PLAN**

**Best Practice** **MODIFIED**

A case management plan should be established for all qualified supervised clients according to department procedures. Prior to developing a case management plan, officers should review with the client the results of any risk and needs assessment, the pre-sentence investigation, if applicable, and the information collected during intake.

Case management plans should outline supervision strategies, including supervision, monitoring, needs screening, and referrals to appropriate programming such as treatment, education, and training programs.

Officers should review the materials used to develop the case management plan with the client, as appropriate.

# Plumas County Probation Department

## Probation Manual

### *Supervision of Clients*

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A case management plan should identify all terms of release. Additions and modifications to court-ordered conditions shall be consistent with the Modification of Conditions of Supervision Policy.

#### **402.5.1 JUVENILE CASE MANAGEMENT PLAN**

**Best Practice**

When establishing a case management plan with a juvenile, a parent or guardian should be present. Documentation should identify all persons present during the review.

#### **402.5.2 REVISIONS TO CASE MANAGEMENT PLAN**

**Best Practice**

Officers should conduct routine reviews of the case management plan and adjust when it reasonably appears appropriate, including any time modifications are made to the conditions of release of the client. Updates to the case management plan should be approved by a supervisor.

### **402.6 POST-RELEASE COMMUNITY SUPERVISION FOR ADULTS**

**State**

Persons subject to post-release community supervision pursuant to Penal Code § 3451 shall be supervised in accordance with this policy and state law. The individual under supervision shall be required to comply with the following terms of post-release community supervision (Penal Code § 3453):

- (a) Obey all laws.
- (b) Report to the probation agency within two working days of release from custody.
- (c) Follow the directives and instructions of the assigned officer.
- (d) Report to the assigned officer as directed.
- (e) Be subject, along with the individual's residence, to search at any time of day or night, with or without a warrant by an officer or a peace officer (Penal Code § 3465).

Any additional post-release supervision conditions shall be reasonably related to the offense for which the individual was incarcerated, the individual's risk of recidivism, and the individual's criminal history (Penal Code § 3454).

#### **402.7 MANDATORY SUPERVISION FOR ADULTS**

**State**

Individuals on mandatory supervision pursuant to Penal Code § 1170(h)(5)(B) shall be supervised in accordance with this policy and Penal Code § 1170.

#### **402.8 ADULT HOME DETENTION PROGRAM**

**State**

If the Department provides for a home detention program, officers supervising an individual on home detention shall confirm (Penal Code § 1203.016; Penal Code § 1203.017):

# Plumas County Probation Department

## Probation Manual

### *Supervision of Clients*

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- (a) That the individual is informed in writing of the rules and regulations of the program and the requirement to comply with those rules and regulations during the term of the individual's home detention.
- (b) That the individual remains inside the home during the designated hours.
- (c) That the individual permits access to the home by the officer at any time to confirm the individual's compliance with the conditions of the home detention.

#### **402.9 NOTICE TO PROBATIONER**

**State**

Once a case management plan has been established, officers should review and discuss any instructions or requirements with the client and provide written notification to the client (Penal Code § 1203.7; Penal Code § 1203.12; Penal Code § 3453).

Officers should also provide clients with an overview of what the client can expect while under the supervision of the Plumas County Probation Department, including:

- (a) Reporting and other requirements.
- (b) Applicable rules.

Updates to any instructions or requirements should be reviewed with the client.

Officers should obtain a written acknowledgement from the client that the individual has received a copy of the supervision conditions and requirements.

##### **402.9.1 NOTICE TO SEX OFFENDERS OF PROOF OF REGISTRATION DEADLINE**

**State**

At least six days prior to the deadline, officers supervising clients required to register as sex offenders under state law shall inform the client that the individual is required to provide proof of the individual's registration as a sex offender within six working days of release, and any change to the registration within six working days of the change (Penal Code § 290.85).

##### **402.9.2 NOTICE TO PARTICIPANTS IN HOME DETENTION PROGRAM**

**State**

Officers shall provide written notice of the rules governing the home detention program to clients subject to mandatory home detention (Penal Code § 1203.016; Penal Code § 1203.017).

##### **402.9.3 NOTICE OF VOTING RIGHTS**

**State**

Officers should notify clients that a printed version of information regarding voting rights for persons with a criminal history is available upon request. When requested, officers shall provide the information (Elections Code § 2105.6).

#### **402.10 OFFICER ADULT CASE RECORD**

**State**

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## Probation Manual

### *Supervision of Clients*

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Officers shall keep a complete and accurate record of the history of each adult client assigned to their supervision. The record shall include (Penal Code § 1203.7; Penal Code § 1203.10):

- (a) The history of the client's case in court.
- (b) The name of the assigned officer.
- (c) The acts taken by the officer in connection with the case.
- (d) The age, sex, nativity, residence, education, habits of temperance, marital status, conduct, employment, occupation, parents' occupation, and the condition of the client during the term of probation.
- (e) The result of probation.

#### 402.10.1 OFFICER JUVENILE CASE RECORD

**Best Practice**

Officers should keep a complete and accurate record for each juvenile client assigned to their supervision pursuant to established department procedures.

#### 402.11 TRAINING

**Best Practice**

Officers should receive training on assigning of levels of supervision and developing and implementing case management plans before supervising clients.

#### 402.12 ISSUED DATE

**Agency Content**

#### 402.12.1 REVISED DATE(S)

**Agency Content**

# Cash Handling, Security, and Management

## 410.1 PURPOSE AND SCOPE

**Best Practice**

This policy provides guidelines to ensure department members handle cash, checks, or money orders appropriately in the performance of their duties.

This policy does not address cash, checks, or money order handling issues specific to property, which are addressed in the Property Policy.

## 410.2 POLICY

**Best Practice** **MODIFIED**

It is the policy of the Plumas County Probation Department to properly handle and document transactions involving cash, checks, or money orders and to maintain accurate records of these transactions in order to protect the integrity of department operations and ensure the public trust.

Members shall not perform any transactions involving cash, checks, or money orders or any other monetary instruments unless prior approval has been obtained from the Chief Probation Officer. Should a cash transaction be approved, two department members shall count the cash with supervisory notification. All three members' names shall be documented. It is the policy of this department to use the County Treasurer for all monetary transactions.

## 410.3 ISSUED DATE

**Agency Content**

### 410.3.1 REVISED DATE(S)

**Agency Content**

# In-Custody and Transport Policies and Procedures

## 500.1 IN-CUSTODY AND TRANSPORT POLICIES AND PROCEDURES

Discretionary    MODIFIED

### PURPOSE

The purpose of this manual is to establish and implement policies and procedures for the transportation of In-Custody Arrests and Juvenile Offenders, by Probation Officers and/or Probation Assistants.

### DEFINITIONS

**In-Custody** - An "In-Custody" is any person, (Male/Female, Adult/Juvenile), who for any reason has been legally arrested, detained, or incarcerated.

**Juvenile**- A "juvenile" is a person who has not attained his/her eighteenth birthday. Also a person over eighteen but fewer than twenty-one years of age is also accorded juvenile treatment if the act of juvenile delinquency occurred prior to his/her eighteenth birthday. See 18 U.S.C. § 5031.

**Transport Vehicle** - A "Transport Vehicle" is any vehicle, caged or non-caged, owned by Plumas County and utilized by Plumas County Employees for the purpose of moving detained or controlled persons, to and from legal matters.

**Mechanical Restraints** - Includes, but not limited to, handcuffs, chains, irons, straitjackets or cloth or leather restraints, or other similar items.

### POLICY

- (a) Probation Personnel are to ensure the maximum security and safety of In-Custodies at all times while within their control.
- (b) When available a "Caged Vehicle" will be utilized for transports of In-Custodies. If a cage unit is not available there should be two Probation transport persons or officers, or a combination of the two should be utilized.
- (c) The transporting Officer or Probation Assistant shall search the transport vehicle before placing the in-custody in the vehicle, and immediately after the transport.
- (d) When possible the transportation driver will be of the same sex as the in-custody. If the driver and in-custody are of opposite sex, a Supervising Probation Officer shall be notified.
- (e) In all transports involving juveniles, or members of the opposite sex, the transporting driver will give the starting and ending vehicle mileage to Sheriff Dispatch for all legs of the transportation.
- (f) Juveniles may be transported in standard restraint equipment: handcuffs with waist chains, and leg restraints only upon a determination made by the Probation

# Plumas County Probation Department

## Procedures Manual

### *In-Custody and Transport Policies and Procedures*

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Department that the mechanical restraints are necessary to prevent physical harm to the juvenile or another person due to a substantial risk of flight (210.6(a)(1) W&I).

1. Necessity of use of any mechanical restraint while transporting a juvenile will be considered on an individual basis for every transport.
2. Due to the considerable distance traveled between Plumas County and the secure juvenile facilities the county contracts with, standard handcuffs would present complications related to comfort and could present a risk of harm to the juvenile; therefore, handcuffs with waist chains and leg restraints will be utilized for transportation of juveniles to and from detention when a determination is made by the Probation Department that restraints are necessary pursuant to Section 210.6(a)(1) W&I.
3. Juveniles transported locally will be transported in the least restrictive form of restraint consistent with legitimate security needs (210.6(a)(2) W&I),unless a determination is made by the Probation Department and documented requiring additional restraint methods pursuant to Section 210.6(a)(3) W&I, using the Transportation Memo form.

(g) Adults shall be handcuffed to the rear of the body with hands back to back; leg restraints are optional.

1. Exception:
  - (a) At the officer's discretion, the following persons may be exempt from cuffing to the rear.
    - (b) Sick, injured or disabled persons. Handcuffs should be secured in a manner that would not aggravate the person's condition.
    - (c) Elderly persons who the transporting officer determines are cooperative.
    - (d) California Penal Code Section 3407:
      1. 3407(a) PC:An inmate/in-custody known to be pregnant or in recovery after delivery shall not be restrained by the use of leg irons, waist chains, or handcuffs behind the body.
      2. 3407(b) PC: A pregnant prisoner/in-custody in labor, during delivery, or in recovery after delivery, shall not be restrained by the wrists, ankles, or both, unless deemed necessary for the safety and security of the inmate, the staff, or the public.
      3. 3407(c) PC:Restraints shall be removed when a professional who is currently responsible for the medical care of a pregnant inmate during a medical emergency, labor, delivery, or recovery after delivery determines that the removal of restraints is medically necessary.

(h) All persons transported, including the transporting officer are to be seat-belted at all times. In the event of a cross-gender transport, two staff should be present when the seat belt is secured if possible.

# Plumas County Probation Department

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### *In-Custody and Transport Policies and Procedures*

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- (i) At no time is any person being transported to be secured in any way to the vehicle other than by seatbelt.
- (j) Probation Officers and/or Probation Assistants, shall notify the local police and the juvenile hall as soon as possible in the event that a youth escapes/or attempts to escape from custody during the transport.
- (k) Probation Officers and Probation Assistants are required to obey all motor vehicle traffic laws at all times. Citations are the responsibility of the recipient, not the County or Probation Department, unless the citation specifically relates to the County vehicle being driven.
- (l) Use of private vehicles for the transportation of in-custodies is strictly prohibited.

### **TRANSPORTATION PROCEDURES**

- (a) A Transportation Memo will be completed for all In-custodies who are being transported in mechanical restraints. The memo shall state the reason for the use of restraints other than handcuffs.
- (b) All in-custodies shall be searched prior to transportation, by the transportation officer.
- (c) The transportation vehicle is to be searched prior to transportation of any in-custody, and again immediately after the transport.
- (d) A phone call ahead of time, by the Detention Coordinator or designated person, to the detention facility, court appearance or medical appointment should be made for the estimated time of arrival.\
- (e) For the transportation of all minors and in-custodies of the opposite sex, sheriff dispatch shall be notified of the following...
  1. Starting mileage and destination
  2. Sex of the in-custody (Male) or (Female)
  3. Ending mileage upon arrival
  4. This information is repeated for each leg of the transportation
- (f) All necessary paperwork, personal property, and medications to accompany the in-custody should be obtained and placed in a secure location within the transport vehicle, during the transport.
- (g) No stops should be made, except in an emergency. If a stop is necessary, sheriff dispatch should be informed by radio or cell phone of the location and reason for the stop.
- (h) Transports in excess of four hours may require that a meal stop be made. A drive-thru should be utilized to obtain food, with a stop for the transfer and consumption of the meal. Again notify sheriff dispatch of the location and reason for the stop, and when you resume the transport.
- (i) The in-custody must remain in staff's sight at all times. Never allow the in-custody into a closed room without staff.

# Plumas County Probation Department

## Procedures Manual

### *In-Custody and Transport Policies and Procedures*

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- (j) If medical personnel require the removal of restraints for examination purposes, either hand or leg restraints are to remain on the in-custody at all times.
- (k) A spit hood may be temporarily placed over the head of an in-custody who is spitting on/at staff.
- (l) In-custodies are to utilize restroom facilities prior to the transport. Should the youth require an off-site restroom visit, staff must remain with the in-custody in their sight at all times.
- (m) Upon return, transportation vehicles shall be searched once the in-custody is secured.
- (n) Should a medical emergency arise the following protocols should be adhered to...
  1. By radio or cell phone contact Sheriff Dispatch or 911 for ambulance service.
  2. If able (without removing restraints), administer first-aid and/or CPR.
  3. As soon as possible notify Probation, Sheriff Dept. and the receiving facility of the situation.

### **JUVENILE TRANSPORTATION PROTOCOL**

Whenever possible, the minor(s) should be secured in the designated area in the courthouse a minimum of 30 minutes prior to their hearing time. This allows time for the minor to meet and confer with their attorney.

All in-custodies are the responsibility of the Probation Department. Probation Staff are responsible for the safety and security of all minors in their custody.

The following are some criteria to consider when transporting Minors.

- (a) Do **not** discuss or speculate the minor's case or anybody's case with anyone, including the minor and his/her parents.
- (b) Do **not** discuss with the minor or his/her parents where he/she will be detained on the route of travel to the detention facility.
- (c) Do **not** allow anyone to communicate/visit with the minor, without the approval of the Probation Officer. Only the minor's attorney is allowed direct and confidential access to the minor.
- (d) Do **not** allow the minor to make any phone calls without prior approval from a Probation Officer.
- (e) Do **not** allow in-custodies to dictate their movement or get behind you during movements from vehicle to destination location or between locations. Example: courtroom to restroom, vehicle to courtroom.
- (f) Do **not** allow physical contact or items to be given to the in-custody minor without the prior approval from a Probation Officer.
- (g) When in doubt about any situation regarding a minor in-custody consult a Probation Officer.

# Plumas County Probation Department

## Procedures Manual

### *In-Custody and Transport Policies and Procedures*

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See Policy Manual on Handcuffing and Restraints and Transporting Persons in Custody for further information.

# Transporting Persons in Custody

## 515.1 PURPOSE AND SCOPE

**Best Practice**

This policy provides guidelines for transporting persons who are in the custody of the Plumas County Probation Department.

Additional guidance can be found in the Medical Aid and Response Policy.

## 515.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to make reasonable efforts to protect the safety of persons in custody while they are being transported.

## 515.3 CHIEF PROBATION RESPONSIBILITIES

**Best Practice** **MODIFIED**

The Chief Probation Officer or authorized designee is responsible for reviewing the safety and restraint systems for all vehicles used to transport persons in custody. The review shall ensure the restraint systems comply with the law and shall determine whether they reasonably meet the needs of the Department. Safety systems should allow for transporting members to be in constant and reasonably clear audio contact with each person being transported.

The Chief Probation Officer or authorized designee should establish related procedures for safely transporting persons in custody who have their legs restrained in some manner other than leg shackles.

## 515.4 TRANSPORTING MEMBER RESPONSIBILITIES

**Best Practice** **MODIFIED**

Members transporting a person in custody in a department vehicle should ensure:

- (a) All areas of the vehicle accessible to a person in custody are searched before and after each transport.
- (b) All persons in custody are searched prior to a transport.
- (c) All persons are properly restrained in the vehicle's safety restraint system in a seated position.
- (d) Any person behaving in a manner so violent or uncooperative that the person cannot or will not sit upright is considered as possibly being in need of medical aid, see the Medical Aid and Response Policy.
- (e) A verbal welfare check is made with a person in custody every 10 minutes or less.
- (f) Transport is accomplished in a direct and timely manner.

# Plumas County Probation Department

## Probation Manual

### *Transporting Persons in Custody*

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- (g) The same consideration is shown to a person in custody as would be reasonably shown to any other passenger during transport (e.g., avoiding loud or objectionable music, rough rides, excessive heat or cold).
- (h) Persons suspected of having a communicable disease are transported in compliance with the exposure control plan.
- (i) Persons in custody are transported individually when practical.
- (j) Persons in custody should not be transported in vehicles without safety barriers.
- (k) Plumas Co SO Dispatch is advised of:
  1. The time when a transport begins and the vehicle's mileage.
  2. The time, vehicle's mileage, and reason for any stops.
  3. The time of arrival at the destination and the vehicle's mileage.
  4. The name(s) of person(s) being transported.
  5. The name(s) of the member transporting the person(s).
  6. Personal communication devices shall be used to communicate with Plumas County Dispatch for any person(s) under the age of 18 who are being transported.
- (l) Reasonable efforts are made to prevent inappropriate conversations between persons being transported (e.g., demeaning or insulting language) or conversations between a person being transported and someone outside the vehicle.
- (m) Sufficient visual observation and communication is maintained to determine whether a person is experiencing any stress or trauma during the transport of:
  1. Persons who were placed in any restraints beyond just handcuffs due to their violent or uncooperative behavior (see the Handcuffing and Restraints Policy).
  2. Persons wearing a spit hood.
  3. Persons who are a suspected suicide risk.
  4. Persons who are ill or injured.

See Procedures Manual on In-Custody and Transport Policies and Procedures for further information.

[In-Custody and Transport Policies and Procedures as adopted on June 2,2020.](#)

### **515.5 PROHIBITIONS**

**Best Practice**

Transporting members should not:

- (a) Transport juveniles with adults.
- (b) Transport females with males. When possible, transgender or intersex persons should be transported with persons of the gender they identify with if circumstances do not allow for single transport.

# Plumas County Probation Department

## Probation Manual

### *Transporting Persons in Custody*

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- (c) Transport persons with known hostilities toward each other together, such as mutual combatants or rival gang members.
- (d) Leave the vehicle unattended with a person in custody inside.
- (e) Leave a vehicle with its keys or an unsecured weapon inside with a person in custody in the vehicle.
- (f) Handcuff a person to any part of a vehicle.
- (g) Place a person in custody in an unreasonable risk of harm (e.g., engaging in a pursuit, responding to a high-risk incident).
- (h) Allow any person who is not in custody (i.e., friends, family) to have contact with or be in close proximity to the person in custody.
- (i) Allow any food, drink, or other consumables to be given to the person in custody by anyone other than department personnel or receiving agency personnel.

## **515.6 SPECIFIC TRANSPORTATION ISSUES**

**Best Practice**

### **515.6.1 TRANSPORTING PERSONS WITH DISABILITIES**

**Best Practice**

When transporting a person with a disability, a transporting member should request assistance as necessary to transport the person in a reasonable and safe manner. The transporting member should ensure that any special equipment (e.g., canes, wheelchairs, prosthetics) is transported in such a manner that it not be damaged or pose a security threat.

### **515.6.2 TRANSPORTING ILL OR INJURED PERSONS**

**Best Practice**

See the Medical Aid and Response Policy.

### **515.6.3 DELIVERING A PERSON IN CUSTODY TO A FACILITY**

**Best Practice**

Members delivering persons to other facilities (e.g., hospital, other agency, court, jail) should:

- (a) Secure weapons in a manner mandated by the facility or in a manner that is appropriate for the facility.
- (b) Remove restraints in coordination with facility personnel.
- (c) Deliver the appropriate documentation concerning the person to facility personnel.
- (d) Notify the receiving facility of any known medical or safety issues, including whether restraints beyond handcuffs were applied due to the person's violent or uncooperative behavior.

### **515.6.4 LONG-DISTANCE TRANSPORTS**

**Best Practice**

Absent exigent circumstances, members should only stop during long-distance transports for:

# Plumas County Probation Department

## Probation Manual

### *Transporting Persons in Custody*

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- Fuel
- Meals
- Restroom breaks

Where practicable, time-stamped receipts for purchases should be retained and all stops should be logged in a manner that includes the following:

- The time when a transport begins and the vehicle's mileage
- The time, vehicle's mileage, and reason for any stops
- The time of arrival at the destination and the vehicle's mileage

#### 515.6.5 TRANSPORT VAN

**Best Practice**

A member trained on the safety and restraint systems of a transport van should be present during its use for transporting a person in custody. Training regarding the use of the van's safety and restraint systems shall be followed.

A member should assist persons getting into and out of the transport van to avoid falls.

#### 515.7 TRAINING

**Best Practice**

The Training Manager should ensure that members receive training on proper procedures for transporting persons in custody.

#### 515.8 ISSUED DATE

**Agency Content**

##### 515.8.1 REVISED DATE(S)

**Agency Content**

# Use of Force Review Boards

## 301.1 PURPOSE AND SCOPE

**Best Practice**

This policy establishes a process for the Plumas County Probation Department to review the use of force by its members.

This review process shall be in addition to any other review or investigation that may be conducted by any outside or multi-agency entity having jurisdiction over the investigation or the evaluation of the use of force.

## 301.2 POLICY

**Best Practice**

The Plumas County Probation Department will objectively evaluate the use of force by its members to ensure that their authority is used appropriately and consistent with training and policy.

## 301.3 REMOVAL FROM LINE DUTY ASSIGNMENT

**Best Practice**

Generally, whenever a member's actions or use of force in an official capacity, or while using department equipment, results in death or very serious injury to another, that member will be placed in a temporary administrative assignment pending an administrative review. The Chief Probation Officer or the authorized designee may exercise discretion and choose not to place a member in an administrative assignment.

## 301.4 REVIEW BOARD

**Best Practice** **MODIFIED**

The Use of Force Review Board will be convened when the use of force by a member results in very serious injury or death to another person.

The Use of Force Review Board will also investigate and review the circumstances surrounding every discharge of a firearm, whether the member was on- or off-duty, excluding training or recreational use.

The Chief Probation Officer or the authorized designee may request the Use of Force Review Board to investigate the circumstances surrounding any use of force incident.

The Chief Probation Officer or the authorized designee will convene the Use of Force Review Board as necessary. It will be the responsibility of the Supervisor or supervisor of the involved member to notify the Chief Probation Officer of any incidents requiring board review. The involved member's Supervisor will also ensure that all relevant reports, documents, and materials are available for consideration and review by the board.

### 301.4.1 COMPOSITION OF THE BOARD

**Best Practice** **MODIFIED**

# Plumas County Probation Department

## Probation Manual

### *Use of Force Review Boards*

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The Chief Probation Officer or the authorized designee should staff the Use of Force Review Board with five individuals from the following, as appropriate:

- Representatives of each Division
- Staff representative from the involved member's chain of command
- Training Manager
- A peer officer/department member
- A probation officer from an outside agency, as appropriate
- Department instructor for the type of weapon, device, or technique used

A senior-ranking staff representative from an outside agency will serve as chairperson.

#### 301.4.2 RESPONSIBILITIES OF THE BOARD

**Best Practice** **MODIFIED**

The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of an incident.

If the subject officer is called to answer questions as part of this review, the officer shall be afforded all POBR rights.

The board members may request further investigation, request reports be submitted for the board's review, and call persons to present information

The board does not have the authority to recommend discipline.

The Chief Probation Officer or the authorized designee will determine whether the board should delay its review until after completion of any criminal investigation, review by any prosecutorial body, filing of criminal charges, the decision not to file criminal charges, or any other action. The board should be provided all relevant available material from these proceedings for its consideration.

The review shall be based on those facts that are reasonably believed or known by the officer at the time of the incident, applying any legal requirements, department policies, procedures, and approved training to those facts. Facts later discovered but unknown to the involved member at the time shall neither justify nor call into question a member's decision regarding the use of force.

The board shall make one of the following recommended findings:

- (a) The member's actions were within department policy and procedure.
- (b) The member's actions were in violation of department policy and procedure.

A recommended finding requires a majority vote of the board. The board may also recommend additional investigations or reviews, such as disciplinary investigations, training reviews to consider whether training should be developed or revised, and policy reviews, as may be appropriate. The board chairperson will submit the written recommendation to the Chief Probation Officer.

# Plumas County Probation Department

## Probation Manual

### *Use of Force Review Boards*

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The Chief Probation Officer shall review the recommendation, make a final determination as to whether the member's actions were within policy and procedure, and determine whether any additional actions, investigations, or reviews are appropriate. Those findings will be forwarded to the involved member's Supervisor for review and appropriate action. If the Chief Probation Officer concludes that discipline should be considered, a disciplinary process will be initiated. Such process will follow the County policies and the MOU.

At the conclusion of any additional reviews, copies of all relevant reports and information will be filed with the Chief Probation Officer.

#### **301.5 ISSUED DATE**

[Agency Content](#)

##### **301.5.1 REVISED DATE(S)**

[Agency Content](#)



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Roni Towery

**MEETING DATE:** October 17, 2023

**SUBJECT:** Approve and authorize Chair to ratify and sign a lease agreement between Plumas County Sheriff's Office and Inter-State Oil Company for lease of Temporary Greenville Sub Station; effective October 1, 2023; not to exceed \$44,344.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Inter-State Oil Company for lease of Temporary Greenville Sub Station; effective October 1, 2023; not to exceed \$44,344.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

**Background and Discussion:**

Effective September 30, 2023, the state's OES contract with Inter-State Oil expired. Interstate Oil gave the Sheriff's Office the option of having the temporary facility in Greenville removed or to enter into a new contract. This contract, if approved, will allow the Sheriff's Office to continue to utilize the Temporary Greenville substation until the new Greenville Public Safety Complex is built.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Inter-State Oil Company for lease of Temporary Greenville Sub Station; effective October 1, 2023; not to exceed \$44,344.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

General Fund impact as approved in FY 23/24 budget.

**Attachments:**

1. Lease - Inter-State Oil Company owned building to serve as Greenville Temporary Sub Station

# LEASE

***“Inter-State Oil Company owned building to serve as  
Greenville – Temporary Sheriff Sub-Station”***

By and between

Inter-State Oil Company

and

County of Plumas

# LEASE

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# LEASE

THIS LEASE is entered into at Quincy, Plumas County, California, by and between Plumas County Sheriff's Office and Inter-State Oil Company, doing business as "Inter-State Oil Company", hereinafter collectively referred to as "Owner", and COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "Tenant" or "County."

**1. PREMISES LEASED:** The Owner leases to the Tenant, and the Tenant leases from the Owner, that temporary structure, which property is more particularly described as follows:

Legal: Office/Ramp: 20'x16' Single Story Unit, (320 sf), 66 PSF for snow

APN: Greenville, Ca.

**2. PURPOSE:** The Tenant leases and rents said premises for the following purpose: The Plumas County Sheriff's Office Sub-Station; and any other lawful related business. The premises shall be used for no other purpose. Owner represents that the premises may lawfully be used for such purpose.

**3. TERM:** This is a 12-month minimum lease, with an option for extension. The lease will begin on October 1, 2023.

**4. RENT:** The Tenant agrees to pay and deliver to the Owner as rent, the sum of Three Thousand, Six Hundred Ninety-Four Dollars and 50/100 (\$3,694.50) per month for 12 months equaling Forty-Four Thousand, Three Hundred Thirty-Four Dollars and 00/11, (\$44,344.00). Interstate shall submit an invoice each month. Rent shall be payable in lawful money of the United States upon receipt of the invoice by the end of each month. Each month shall begin on first day of the month and end on the last day of the month. Tenant is given the option to extend the term on all the provisions contained in this lease, except for rent, for a one-year period ("extend term") following expiration of the initial term, by giving notice of exercise of the option ("option notice") to Owner at least 45 days before the expiration of the term. Provided that, if Tenant is in default on the date of giving the option notice, the option notice shall be totally ineffective, or if Tenant is in default on the date the extended term is to commence, the extended term shall not commence and this lease shall expire at the end of the initial term.

**5. ADDITIONAL RENT FOR TAXES AND INSURANCE INCREASES:** Tenant shall pay all real property taxes and general and special assessments ("real property taxes") levied and assessed against the premises. Each year Owner shall notify tenant of the real property taxes and immediately upon receipt of the tax bill shall furnish Tenant with a copy of the tax bill. Tenant shall pay the real property taxes semiannually not later than 15 days before the taxing authority's delinquency date or 15 days after receipt of the tax bill, whichever is later. Tenant's obligation to pay "assessments" as provided in this paragraph shall be calculated on the basis of the amount due if Owner allows the assessment to go to bond and the assessment is to be paid in

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Tenants' Initials

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Owners' Initials

installments, even if Owner pays the assessment in full.

**6. ACCEPTANCE OF PREMISES:** Tenant's taking possession of the premises on commencement of the term shall constitute Tenant's acknowledgment that the premises are in good condition.

**7. SECURITY DEPOSIT:** On execution of this lease, Tenant shall deposit with Owner \$ 0.00 as security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, Owner can use the security deposit, or any portion of it, to cure the default or to compensate Owner for all damage sustained by Owner resulting from Tenant's default. Tenant shall immediately on demand pay to Owner a sum equal to the portion of the security deposit expended or applied by Owner as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with Owner. If Tenant is not in default at the expiration or termination of this lease, Owner shall return the security deposit to Tenant. Owner's obligations with respect to the security deposit are those of a debtor and not a trustee. Owner can maintain the security deposit separate and apart from Owner's general funds or can commingle the security deposit with Owner's general and other funds. Owner shall not be required to pay Tenant interest on the security deposit.

**8. MAINTENANCE:** Tenant covenants and agrees at Tenant's own cost and expense during the full term hereof, to keep and maintain the entire leased premises, both the interior and exterior of the building. It is the understanding of the parties hereto that Owner shall not be expected or required to maintain the leased premises during the term hereof. Tenant waives the provisions of Civil Code sections 1941 and 1942 with respect to Owners' obligations for tenantability of the premises and Tenant's right to make repairs and deduct the expenses of such repairs from rent.

**9. REPAIR:** For any matter beyond maintenance of the premises, it is the understanding of the parties hereto that Owner shall be expected or required to repair the leased premises during the term hereof according to the terms below:

**10. COST OF REPAIRS:** Cost of repairs shall not exceed Five Thousand Dollar, (\$5,000.00), for labor and or material.

**11. UTILITIES AND OPERATING EXPENSES:** Tenant shall be responsible for payment of electricity, water, gas, telephone, snow removal for the premises, and all other utility services or other services to the premises.

**12. SIGNS:** Tenant shall obtain the Owner's written consent for the installation of any and all signs for Tenant's business on the premises, provided, however, that Owner shall not unreasonably withhold his consent for reasonable and appropriate signs.

**13. IMPROVEMENTS:** The Tenant shall not make any alterations, redecorations, additions or improvements, structural or otherwise, in, to or upon the premises without first obtaining the written consent of the Owner. Any and all authorized improvements made by the Tenant shall be at Tenant's sole cost and expense. The title to any and all permanent improvements placed upon the premises shall immediately vest in the Owner. The foregoing does not apply to signs.

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Tenants' Initials

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\_\_\_\_\_  
Owners' Initials

**14. INSPECTION:** Owner, its agents, attorneys or employees shall, at any and all reasonable times during the term hereof, be permitted and allowed to enter upon the premises for the purpose of examining the same and for the further purpose of doing thereon whatever they may deem necessary for the protection and preservation of their interests and estate therein.

**15. ASSIGNMENT AND SUBLEASING:** Tenant promises and agrees not to sell, transfer or assign this lease, or any interest therein, or sublet any part or portion of said leased property without the written consent of the Owner first had and obtained; and any attempt to sell, transfer or assign this lease, or any attempt to sublet any part or portion of the premises, or any interest therein, either voluntarily or involuntarily, by operation of law or otherwise, shall constitute a breach hereof for which the Owner may, at its election, terminate and cancel this lease forthwith; provided, further, that neither this lease nor any interest herein shall be assignable or transferable by operation of law, and that in the event said Tenant shall be adjudged bankrupt, or become insolvent, or shall make an assignment for the benefit of creditors, then this lease, at the option of the Owner, shall immediately end and terminate and shall in no wise be treated as an asset of the Tenant after the exercise of such option, and immediately upon the exercise of such option, the Owner shall have the right to forthwith re-enter the premises, and re-take possession thereof.

**16. LIENS:** Both parties promise and agree not to permit or allow the premises or any part thereof to be liened by any person, firm or corporation for any purpose whatever, due to their non-payment or non-fulfillment of any obligation of the parties hereto, their agents, servants or employees.

**17. LIABILITY AND INDEMNIFICATION:** Owner shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives all claims against Owner for damage to person or property arising for any reason, except that Owner shall be liable to Tenant for damage to Tenant resulting from the acts or omissions of Owner or its authorized representatives.

Tenant shall hold Owner harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises, except that Owner shall be liable to Tenant for damage resulting from the acts or omissions of Owner or its authorized representatives. Owner shall hold Tenant harmless from all damages arising out of any such damage. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

**18. LIABILITY INSURANCE:** During the lease term, Tenant shall, at Tenant's own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, that will insure Tenant and Owner (and such other parties as are designated by Owner) against liability for injury to person and property and for each of any person or persons occurring in or about the premises. Each such policy shall be subject to approval by Owner as to form and as to insurance company. The liability coverage under such insurance shall not be less than \$\*300,000.00 for any one person injured or killed, not less than \$\*300,000.00 for any one accident, and not less than \$\*300,000.00 for property damage. If, in the considered opinion of

Owner's insurance advisor, the amount of such coverage is not adequate, Tenant shall increase the coverage to such amounts as Owner's advisor shall deem adequate. Tenant shall provide Owner with copies or certificates of all policies, including in each instance an endorsement providing that such insurance shall not be canceled except after \*ten (10) days' notice to Owner.

## **19. FIRE INSURANCE ON BUILDING AND OTHER IMPROVEMENTS:**

**19.1 Tenant to Maintain Insurance:** Tenant at Tenant's cost shall maintain on the building and other improvements that are a part of the premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least full replacement value. The insurance policy shall be issued in the names of Owner, Tenant, and Owner's lender, as their interests appear. The insurance policy shall provide that any proceeds shall be made payable to Owner as provided in paragraph 21. The insurance proceeds shall be paid pursuant to the provisions of paragraphs 21.3, and 21.3.1. In case this lease is terminated, the insurance policy and all rights under it or the insurance proceeds shall be assigned to Owner at Owner's election.

**19.1.1 Payment of Premiums:** Tenant shall pay the premiums for maintaining the insurance required by paragraph 19. Tenant's obligation to pay the insurance costs shall be prorated for any partial year at the commencement and expiration or termination of the term.

**19.1.2 Determination of Replacement Value:** The "full replacement value" of the building and other improvements to be insured under paragraph 19 shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every 3 years, either party shall have the right to notify the other party that it elects to have the replacement value redetermined by an insurance company. The redetermination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination.

The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and to the fixtures, personal property, tenant's improvements, and alterations of either Owner or Tenant in or on the premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right or recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this

fact. The other party shall have a period of 10 days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

**20. OTHER INSURANCE MATTERS:** All the insurance required under this lease shall:

20.1 Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.

20.2 Be issued as a primary policy.

20.3 Contain an endorsement requiring 30 days' written notice from the insurance company to both parties and Owner's lender before cancellation or change in the coverage, scope, or amount of any policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than 20 days before expiration of the term of the policy.

**21. DESTRUCTION:**

21.1 **Destruction Due to Risk Covered by Insurance:** If, during the term, the premises are totally or partially destroyed from a risk covered by the insurance described in paragraph 19 rendering the premises totally or partially inaccessible or unusable, Tenant shall restore the premises to substantially the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this lease. If the existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party.

21.2 **Destruction Due to Risk Not Covered by Insurance:** If, during the term, the premises are totally or partially destroyed from a risk not covered by the insurance described in paragraph 19, rendering the premises totally or partially inaccessible or unusable, Tenant shall restore the premises to substantially the same condition as they were in immediately before destruction. Such destruction shall not terminate this lease. If the existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party.

If the cost of restoration exceeds 5% of the then replacement value of the premises destroyed, Tenant can elect to terminate this lease by giving notice to Owner within 15 days after determining the restoration cost and replacement value. If Tenant elects

to terminate this lease, Owner, within 15 days after receiving Tenant's notice to terminate, can elect to pay to Tenant, at the time Owner notifies Tenant of its election, the difference between 5% of the replacement value of the premises and the actual cost of restoration, in which case Tenant shall restore the premises. On Owner's making its election to contribute, each party shall deposit immediately the amount of its contribution with the insurance trustee provided for in paragraph 21.3.1. If the destruction does not exceed 5% of the then replacement value of the premises, Tenant shall immediately deposit the cost of restoration with the insurance trustee as provided in paragraph 21.3.1.

If Tenant elects to terminate this lease and Owner does not elect to contribute toward the cost of restoration as provided in this paragraph, this lease shall terminate.

### **21.3 Tenant's Restoration of Premises:**

**21.3.1 Adjustment of Minor Loss-No Insurance Trustee:** If, during the term, the premises are destroyed from a risk covered by the insurance described in paragraph 19, and the total amount of loss does not exceed \$5,000, Tenant shall make the loss adjustment with the insurance company insuring the loss. The proceeds shall be paid directly to Tenant for the sole purpose of making the restoration of the premises in accordance with paragraph 21.4.

**21.3.2 Adjustment of Major Loss-Insurance Trustee:** If, during the term, the premises are destroyed from a risk covered by the insurance described in paragraph 19, and the total amount of loss exceeds \$5,000, Tenant shall make the loss adjustment with the insurance company insuring the loss and on receipt of the proceeds shall immediately pay them to Ticor Title Insurance Company ("insurance trustee").

If the premises are destroyed from a risk not covered by the insurance described in paragraph 19 and Tenant has the obligation to restore the premises as provided in paragraphs 21 and 21.1 both parties shall deposit with the insurance trustee their respective contributions toward the cost of restoration. All sums deposited with the insurance trustee shall be held for the following purposes and the insurance trustee shall have the following powers and duties:

The sums shall be paid in installments by the insurance trustee to the contractor retained by Tenant as construction progresses, for payment of the cost of restoration. A 10% retention fund shall be established that will be paid to the contractor on completion of restoration, payment of all costs, expiration of all applicable lien periods, and proof that the premises are free of all mechanics' liens and lienable claims.

Payments shall be made on presentation of certificates or vouchers from the architect or engineer retained by Tenant showing the amount due. If the insurance trustee, in its reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Tenant, the insurance trustee shall have the right to appoint an architect or an

engineer to supervise construction and to make payments on certificates or vouchers approved by the architect or engineer retained by the insurance trustee. The reasonable expenses and charges of the architect or engineer retained by the insurance trustee shall be paid by the insurance trustee out of the trust fund.

If the sums held by the insurance trustee are not sufficient to pay the actual cost of restoration, Tenant shall deposit the amount of the deficiency with the insurance trustee within 20 days after request by the insurance trustee indicating the amount of the deficiency.

Any sums not disbursed by the insurance trustee after restoration has been completed and final payment has been made to Tenant's contractor shall be delivered within 15 days (after demand made by either party on the insurance trustee, with a copy to Owner's lender), by the insurance trustee to Owner's lender and shall be applied by Owner's lender to reduce the loan.

Any undisbursed funds after compliance with the provisions of this paragraph shall be delivered to Owner to the extent of Owner's contribution to the fund, and the balance, if any shall be paid to Tenant.

**21.4 Procedure for Restoring Premises:** Within 30 days after the date that Tenant is obligated to restore the premises, Tenant at its cost shall prepare final plans and specifications and working drawings complying with applicable laws that will be necessary for restoration of the premises. The plans and specifications and working drawings must be approved by Owner. Owner shall have 30 days after receipt of the plans and specifications and working drawings to either approve or disapprove the plans and specifications and working drawings and return them to Tenant. If Owner disapproves the plans and specifications and working drawings, Owner shall notify Tenant of its objections and Owner's proposed solution to each objection. Tenant acknowledges that the plans and specifications and working drawings shall be subject to approval of the appropriate government bodies and that they will be prepared in such a manner as to obtain that approval.

The restoration shall be accomplished as follows:

21.4.1 Tenant shall complete the restoration within 90 working days after final plans and specifications and working drawings have been approved by the appropriate government bodies and all required permits have been obtained (subject to a reasonable extension for delays resulting from causes beyond Tenant's reasonable control).

21.4.2 Tenant shall retain a licensed contractor that is bondable. The contractor shall be required to carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in accordance with paragraphs 0 and 18. Such insurance shall contain waiver of subrogation clauses in favor of Owner and Tenant in accordance with the provisions of

paragraph 19.1.1.

21.4.3 Tenant shall notify Owner of the date of commencement of the restoration not later than 2 days before commencement of the restoration to enable Owner to post and record notices of non-responsibility. The contractor retained by Tenant shall not commence construction until a completion bond and a labor and materials bond have been delivered to Owner to insure completion of the construction.

21.4.4 Tenant shall accomplish the restoration in a manner that will cause the least inconvenience, annoyance, and disruption at the premises.

21.4.5 On completion of the restoration Tenant shall immediately record a notice of completion in the county in which the premises are located.

21.4.6 The restoration shall not be commenced until sums sufficient to cover the cost of restoration are placed with the insurance trustee as provided in paragraph 21.3.1.

**21.5 Abatement or Reduction of Rent:** In case of destruction, there shall be no abatement or reduction of rent.

**21.6 Waiver of Civil Code Section:** Tenant waives the provisions of Civil Code section 1932(2) and Civil Code section 1933(4) with respect to any destruction of the premises.

**22. PERSONAL PROPERTY TAXES, ASSESSMENTS, ETC.:** Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the lease term upon Tenant's personal property installed or located on the premises.

**23. LEGAL COMPLIANCE:** During the lease term, the Tenant agrees to comply with, and permit and allow no violation of any governmental (including municipal, county, district, state and federal) rule, regulation, ordinance or statute so far as the same pertains to or affects the premises, or the use and occupancy thereof.

23.1 Tenant shall not store, accumulate or dispose of any hazardous waste on the premises. All hazardous waste shall be removed from the premises no less frequently than every 10 days and disposed of in the manner required by law.

23.2 Tenant shall be responsible for the cost and procedures required to comply with the Americans With Disabilities Act (42 UCC sections 12101-12213) made necessary by Tenant's occupancy and activity on the premises.

**24. HAZARDOUS MATERIAL:**

**24.1 Use of Hazardous Material:** Tenant shall not cause or permit any

\_\_\_\_\_  
Tenants' Initials

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\_\_\_\_\_  
Owners' Initials

Hazardous Material, as defined in paragraph 24.4, to be generated, brought onto, used, stored, or disposed of in or about the Premises by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall:

24.1.1 Use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the Lease Term that relate to public health and safety and protection of the environment (Environmental Laws), including those Environmental Laws identified in section 24.4; and

24.1.2 Comply at all times during the Lease Term with all Environmental Laws.

**24.2 Notice of Release or Investigation:** If, during the Lease Term (including any extensions), Tenant becomes aware of (a) any actual or threatened release of any Hazardous Material on, under, or about the Premises or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall give Landlord written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to Landlord copies of any claims, notices of violation, reports, or other writings received by Tenant that concern the release or investigation.

**24.3 Indemnification:** Tenant shall, at Tenant's sole expense and with counsel reasonably acceptable to Landlord, indemnify, defend, and hold harmless Landlord and Landlord's shareholders, directors, officers, employees, partners, affiliates, agents, successors, and assigns with respect to all losses arising out of or resulting from the release of any Hazardous Material in or about the Premises, or the violation of any Environmental Law, by Tenant or Tenant's agents, assignees, sublessees, contractors, or invitees. This indemnification applies whether or not the concentrations of any such Hazardous Material is material, the concentrations exceed state or federal maximum contaminant or action levels, or any governmental agency has issued a cleanup order. This indemnification includes:

24.3.1 Losses attributable to diminution in the value of the Premises or the Building;

24.3.2 Loss or restriction of use of rentable space in the Building;

24.3.3 Adverse effect on the marketing of any space in the Building; and

24.3.4 All other liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation.

This indemnification shall survive the expiration or termination of this Lease.

**24.4 Remediation Obligations:** If the presence of any Hazardous Material brought onto the Premises by Tenant or Tenant's employees, agents, contractors, or invitees results in contamination of the premises, Tenant shall promptly take all necessary actions to remove or remediate such Hazardous Materials, whether or not they are present at concentrations exceeding state or federal maximum concentration or action levels, or any governmental agency has issued a cleanup order, at Tenant's sole expense, to return the Premises to the condition that existed before the introduction of such Hazardous Material. Tenant shall first obtain Landlord's approval of the proposed removal or remedial action. This provision does not limit the indemnification obligation set forth in section 9.3.

**24.5 Definition of "Hazardous Material:"** As used in this Article 9, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

24.5.1 Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

24.5.2 "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

24.5.3 Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

24.5.4 Petroleum products;

24.5.5 Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

24.5.6 Asbestos in any form or condition; and

24.5.7 Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

**25. DEFAULT:** In the event that the Tenant defaults in the payment of any rental or rentals hereinabove provided for, or if the Tenant defaults in the performance of, or breaches any of the promises, covenants, terms, or conditions herein contained, and such breach or default is not

cured or corrected within \*five (5) days after receipt of written notice thereof by the Owner to the Tenant, then the Owner may, at its option and election, in addition to any other remedy or remedies provided by law, cancel and terminate this lease forthwith, without further notice or demand, and in such event, any and all rentals, prepaid rentals or security deposits shall be forthwith deemed forfeited by the Tenant to the Owner, and it shall be lawful for the Owner, its agents, attorneys or employees, to re-enter the premises without further notice to the Tenant and to remove the Tenant and all persons and property therefrom.

**26. EFFECT OF HOLDING OVER:** If Tenant should remain in possession of the premises after the expiration of the lease term or any renewal thereof and without executing a new lease, then such holding over shall be construed as a tenancy from \*month-to-month, subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a \*month-to-month tenancy.

**27. SURRENDER OF PREMISES:** At the expiration of the term of this lease, or upon the earlier termination thereof for any reason, Tenant shall quit and surrender the premises, broom clean, in good condition and repair, reasonable wear and tear, and damage by act of God excepted, together with all alterations, additions and improvements that may have been made in, to or on the leased premises; provided, however, that the Tenant may remove all such goods and effect not the property of the Owner and in so removing such goods and effects Tenant shall repair any and all damage to the leased premises caused by said removal and restore the leased premises to their conditions prior to the installation thereof at Tenant's sole cost and expense prior to the end of the lease term. All property of Tenant remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Owner, and Tenant shall reimburse for the cost of such removal.

**28. OPTION TO RENEW LEASE:** At the expiration of the initial lease term, if this lease shall then be in full force and effect and the Tenant shall have fully performed all of its terms and conditions, Tenant shall have the option to renew this lease, upon the same terms and conditions, except for the provision for the basic rent set forth in paragraph 0 of this lease, for another term of three (3) years. The basic rental shall be \*left open to negotiation between the parties at the time of the exercise of said option to renew, but shall not exceed Three Thousand, Six Hundred Ninety-Four Dollars and 50/100 (\$3,694.50) per month, and shall be payable in the same manner as provided in paragraph 0 of this lease. Tenant shall exercise the option to renew this lease by notifying Owner in writing at least Forty-Five (45) days prior to the expiration of the initial lease term.

**29. CONSTRUCTION OF COVENANTS:** Each term and each provision of this lease performable by Tenant shall be construed to be both a covenant and a condition.

**30. NO WAIVER:** One or more waivers by Owner of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any subsequent or similar act by Tenant.

**31. WAIVER:** No delay or omission in the exercise of any right or remedy of Owner on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

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Tenants' Initials

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Owners' Initials

The receipt and acceptance by Owner of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Owner, including, without limitation, the acceptance of keys to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Owner to Tenant shall constitute acceptance of the surrender of the premise and accomplish a termination of the lease.

Owner's consent to or approval of any act by Tenant requiring Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any such subsequent act by Tenant.

Any waiver by Owner of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

**32. ATTORNEY'S FEES:** Should either party commence any legal action or proceeding against the other based on this lease, the prevailing party shall be entitled to an award of attorney's fees.

**33. NOTICES:** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Tenant: County of Plumas  
1400 E. Main Street  
Quincy, CA 95971

To Owner: Interstate Oil Company  
8221 Alpine Avenue  
Sacramento, CA 95826

**34. SUCCESSORS:** The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and permitted assigns of all the parties hereto.

**35. TIME OF ESSENCE:** Time is made expressly of the essence of this lease and each and every provision hereof.

**SIGNATURES ON NEXT PAGE**

<p><b>TENANT:</b></p> <p>County of Plumas A political subdivision of the State of California</p> <p>By: _____ Greg Hagwood, Chair of the Board of Supervisors</p>	<p><b>OWNER:</b></p> <p>Interstate Oil Company Inter-State Oil Company e.g., "A California Corporation"</p> <p>By: _____ Brent Andrews, CEO</p> <p>By: _____ John Fisher, Secretary</p>
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Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** October 17, 2023

**SUBJECT:** **Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the City of Portola for law enforcement services to the City of Portola; effective July 1, 2023; (General Fund Impact) incoming revenue totaling approximately \$130,000.00; approved as to form by County Counsel; discussion and possible action.**

---

**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the City of Portola for law enforcement services to the City of Portola; effective July 1, 2023; (General Fund Impact) incoming revenue totaling approximately \$130,000.00.

**Background and Discussion:**

Sheriff's Office to provide law enforcement services to the City of Portola, a municipality within Plumas County. This contract generates One Hundred Thirty Thousand Dollars and 00/100, (\$130,000.00) to the Sheriff's Office budget.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the City of Portola for law enforcement services to the City of Portola; effective July 1, 2023; (General Fund Impact) incoming revenue totaling approximately \$130,000.00.

**Fiscal Impact:**

General Fund Impact - incoming revenue totaling approximately \$130,000.00.

**Attachments:**

None



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Damien Frank, Administrative Services Officer

**MEETING DATE:** October 17, 2023

**SUBJECT:** Approve and authorize Chair to sign a purchase order between Plumas County Public Works and Snoquip, Inc. for the fixed asset purchase of 2 sand spreaders; not to exceed \$22,296.01; (General Fund Impact) as approved in FY 23/24 budget; discussion and possible action. Four/Fifths roll call vote

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**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair and the CAO to sign the purchase order for two sand spreaders from Snoquip for a total of \$22,896.01.

**Background and Discussion:**

This Agenda Request pertains to the need by the Department of Public Works to purchase two (2) Dixie Fire replacement, new sand spreader units for use on the 1-ton snowplows, to replace the sander units destroyed in the Dixie Fire.

The units requested are identical to the sander units that will be installed on the 1-ton snowplows previously approved for purchase by the Board to meet CARB Diesel Emission Requirements. The successful bidder on the 1-ton snowplow trucks has quoted the same price for these two additional sand spreader units. The Department will invoice the County's insurance to cover the cost of the replacements minus the deductible.

The Department previously budgeted \$24,000 for the replacement cost of these sand spreader units and provided this information to Trindel insurance Company.

This purchase will complete the replacement of Dixie Fire-damaged equipment.

Authorize the Director of Public Works and the County Administrator to issue a Plumas County Purchase Order in a total amount of \$22,896.01 with Snoquip, Inc.

**Action:**

Authorization from the Board to enable the Department of Public Works to purchase two (2) sand spreader units for use on the 1-ton snowplows to replace two similar units destroyed in the Dixie Fire for \$22,896.01

**Fiscal Impact:**

Impact to the Road Fund in the amount of \$22,896.01. Funds for this purchase were approved in the FY23/24 budget.

**Attachments:**

1. Signed Purchase Order
2. Approved Sole Source Memo



## Thorman, Rob

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**From:** Lucero, Debra  
**Sent:** Thursday, October 05, 2023 5:44 PM  
**To:** Thorman, Rob  
**Cc:** Lucero, Debra; Mannle, John; Blackwell, Joe  
**Subject:** Re: Sole Source Request for Purchase of Snow Sanders

Looks good, Rob. Thank you.

On Oct 5, 2023, at 2:36 PM, Thorman, Rob <RobThorman@countyofplumas.com> wrote:

Hi Debra,

Attached is a sole source request for two sanders for use in 1-ton snow plows. The sanders replace two that were burned in Chester during the Dixie Fire. I am drafting an agenda request to bring this to the BOS October 17<sup>th</sup> and the agenda request is due tomorrow.

Let me know if you have any questions on this.

Thanks,

Rob Thorman, P.E.  
Assistant Director  
Plumas County Department of Public Works  
1834 E. Main St.  
Quincy, Ca. 95971  
(530) 283-6495  
[robthorman@countyofplumas.com](mailto:robthorman@countyofplumas.com)

<20231005143355.pdf>

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
John Mannie, P.E., Director Joe Blackwell, Deputy Director Rob Thorman, P.E., Assistant Director



To: Debra Lucero, County Administrative Officer  
From: Robert Thorman, Assistant Director  
Date: October 5, 2023  
Re: Request for Sole Source purchase of Two- 2 cubic yard sand spreader.

This memo is a request for pursuing a sole source contract with Snoquip Inc. to purchase two – 2 cubic yard sand spreader for use with 1-ton snowplows to replace two similar units destroyed in the Dixie Fire.

The reasoning for sole source is to replace the sanders burned in the Dixie Fire with the same manufacturer and model that will be interchangeable with the existing 2-yard sand spreaders that Public Works utilizes throughout the County.

The price including tax and freight for two sanders totals \$22,896.01.

If acceptable, please indicate so by signing below and returning scan of signed authorization via email. With your approval of sole source an agenda request will be submitted for the BOS approval and signature of the Chair and CAO at the October 17, 2023, Board of Supervisors meeting.



Rob Thorman FOR John Mannie, P.E.  
Director of Public Works,

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Debra Lucero  
County Administrative Officer  
and Purchasing Agent



**PLUMAS COUNTY  
ENGINEERING DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III

**MEETING DATE:** October 17, 2023

**SUBJECT:** Discussion of the transfer of \$149,595.10 of one-time LATCF funds to the Beckwourth County Services Area; as approved at the October 3, 2023 Board of Supervisors meeting by the BCSA Governing Board.

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**Recommendation:**

The County Engineer respectfully requests that the Plumas County Board of Supervisors vote to authorize the transfer of \$149,596.10 in LATCF funds to the Beckwourth County Service Area.

**Background and Discussion:**

The Beckwourth County Services Area Governing Board approved the request to receive \$149,595.10 in LATCF funds at the October 3, 2023 meeting. These funds are to be used on emergency repairs and the sewer pump replacement to prevent continued expensive pump emergency repairs. It is requested for the Board of Supervisors to approve this transfer of LATCF funds to BCSA.

**Action:**

Approve transfer of \$149,595.10 in LATCF funds to the Beckwourth County Services Area – Discussion and possible action.

**Fiscal Impact:**

Funds will come from one-time LATCF funds - No direct impact to the general fund

**Attachments:**

None



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** October 17, 2023

**SUBJECT:** **Approve and authorize the transfer of \$149,595.10 of one-time LATCF funds to the Beckwourth County Services Area; as approved at the October 3, 2023 Board of Supervisors meeting by the BCSA Governing Board discussion and possible action.**

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**Recommendation:**

**Background and Discussion:**

**Action:**

**Fiscal Impact:**

Funds will come from one-time LATCF monies. No direct impact on the General Fund as the LATCF Grant funds are slated for one-time expenditures as approved by the Board and for the ongoing 85/15 split of health insurance increase for employees.

**Attachments:**

None



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** October 17, 2023

**SUBJECT:** PG&E/Dixie Fire settlement funds; discussion and possible action

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**Recommendation:**

Discuss the PG&E settlement in regards to the Dixie Fire and where the funds should go or be used for.

**Background and Discussion:**

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**Action:**

Discuss the PG&E settlement in regards to the Dixie Fire and where the funds should go or be used for.

**Fiscal Impact:**

N/A

**Attachments:**

None



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** October 17, 2023

**SUBJECT:** Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (1 case) and (e)(2) (2 cases) of Government Code Section 54956.9

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**Recommendation:**

**Background and Discussion:**

Case 1: On October 17, 2023, the Board of Supervisors will meet in closed session to confer with legal counsel regarding a October 9, 2023, letter received from Lewis Brisboi Bisgaard & Smith LLP. The letter alleges claims regarding a memo sent through the Plumas County Human Resources Department and includes allegations under Government Code section 54950 et seq.

The letter and memo referenced contain confidential personnel information, and as such cannot be publicly disclosed. This public notice in no way constitutes a waiver of the attorney-client privilege or any other legal privilege that may attach to the County's communication or work product regarding this threatened litigation.

Case 2: On October 17, 2023, the Board of Supervisors will meet in closed session to confer with legal counsel regarding a October 6, 2023, letter received from Lozano Smith, Attorneys at Law. The Letter is provided herewith.

This public notice in no way constitutes a waiver of the attorney-client privilege or any other legal privilege that may attach to the County's communication or work product regarding this threatened litigation.

**Action:**

**Fiscal Impact:**

**Attachments:**

1. Feather River Demand Letter to Julie White



**Lozano Smith**  
ATTORNEYS AT LAW

Michelle L. Cannon  
*Attorney at Law*

E-mail: [mcannon@lozanosmith.com](mailto:mcannon@lozanosmith.com)

October 6, 2023

**Via U.S. Mail and E-mail: JulieWhite@countyofplumas.com**

Ms. Julie White  
Plumas County Treasurer-Tax Collector  
520 Main Street, Room 203  
Quincy, CA 95971

Re: Feather River Community College District  
**Demand for Immediate Accounting**

Dear Ms. White:

I am legal counsel to Feather River Community College District (“District”) and am contacting you on their behalf to demand you immediately provide the District the full amount of their earned interest for fiscal year 2022/2023, as well as their earned interest for the quarter ended September 30, 2023. The District further demands that you provide the calculations which support the amount of interest you have determined the College earned for both of these periods.

I am aware that the District has repeatedly requested this information from you to no avail. As the Plumas County Treasurer-Tax Collector you have a fiscal and fiduciary duty to properly discharge the duties of your position in good faith and with fidelity. As of the end of June 2023, the County Treasury is holding \$35,945,436 in District funds in multiple investment accounts earning interest estimated between 2% and 4% for funds held in a variety of investment instruments. Based on these facts, for 2022/2023 alone the District calculates it is owed interest of between \$600,000 and \$1,200,000.

Your failure to apportion interest revenue in a timely fashion on funds you hold on behalf of others is irresponsible and unacceptable in your position as the Treasurer of Plumas County. The District hereby demands the following: (1) your validation of the District’s calculation of interest earned, described above, for FY 22/23, (2) FY 22/23 apportioned interest, appropriately compounded and deposited into our accounts, (3) investment reports and calculations to support amount apportioned amounts, (4) an explanation of any fees charged the District and deducted from their earned interest along with documents supporting the County’s legal or contractual authority to assess such fees. Going forward, the District also demands interest will be apportioned quarterly and investment reports will be provided to the District as they are received by the County’s investment manager vendor.

*Limited Liability Partnership*

*One Capitol Mall, Suite 640 Sacramento, California 95814 Tel 916-329-7433 Fax 916-329-9050*

Ms. Julie White

October 6, 2023

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Your refusal or failure to provide the information and interest to the District creates an adverse impact on the District and those who rely on their audited financial statements. Interest revenue for FY 22/23 will be material and must be recorded in the year in which it was earned. Further, the interest must be appropriately compounded as if it had been apportioned quarterly. The District is required to properly record this interest income in accordance with Generally Accepted Accounting Principles (GAAP) as well as by their outside auditors and the California Community College Chancellor's Office. Without this information immediately, the District will suffer a material finding in their audit which will result in additional audit fees related to the need to issue restated financial statements when the interest revenue is finally properly recorded.

To reiterate, we demand you either (1) confirm in writing that the District's calculations above are correct and that interest in that amount will be provided to the District; or (2) provide your calculation of interest with the calculations supporting your determination. **Please provide this information within the next seven (7) days.** If we do not receive this information from you within seven (7) days, we will meet with the District's Board of Trustees to discuss taking next steps, including potentially filing a complaint with the Plumas County Grand Jury and others.

Thank you in advance for your anticipated cooperation. I look forward to receiving the requested information from you within the next seven (7) days.

Sincerely,

LOZANO SMITH



Michelle L. Cannon

MLC/at

cc: Plumas County Board of Supervisors  
Feather River Community College District Board of Trustees  
Kevin Trutna, Superintendent/President  
Morgan Turner, Interim Director of Fiscal Services