



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF MAY 05, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Indian Valley Chamber: Dinner and Movies, May 23, 2015, Mill Street, Greenville; Greenville Community Dinner & Museum Celebration, May 24, 2015, Mill Street, Greenville)

B) CLERK OF THE BOARD

Approve Board minutes for April 2015

C) SOCIAL SERVICES

Approve and authorize the Director of Social Services to sign contract between County of Plumas and Laura Morrison, Ph.D. for psychological evaluations for children and/or family members in the Child Welfare system; and authorize the Department to extend the contract for an additional period, not to exceed twelve months, subject to availability of funding; approved as to form by County Counsel

D) EMERGENCY SERVICES

Approve continuation of Local Emergency due to drought

E) PUBLIC WORKS

Adopt **RESOLUTION** Establishing Mileage of Maintained County Roads

F) CLERK-RECORDER

Approve and authorize the Chair and Clerk-Recorder to sign amendment to Agreement between County of Plumas and High Desert Microimaging, Inc. extending the deadline to complete restoration of damaged microfilm for an additional six months; approved as to form by County Counsel

G) COMMUNITY DEVELOPMENT COMMISSION

Adopt **RESOLUTION** Clarifying Individuals Designated to Approve Documents Associated with Open CDBG Grants Awarded to Plumas County from the State CDBG Program

2. DEPARTMENTAL MATTERS

A) AUDITOR/CONTROLLER – Roberta Allen

Presentation by Smith & Newell, CPA's of Plumas County FY 2013-2014 audited financial report; discussion and possible action to accept the report

B) DISTRICT ATTORNEY – David Hollister

Authorize the District Attorney to waive formal competitive bidding for purchase of a vehicle from Susanville Auto Center (2015 Jeep Compass) of \$23,669.21; and approve budget transfer of \$23,669.21 from various line items within department 70301 accordingly; discussion and possible action

C) SOCIAL SERVICES – Elliott Smart

Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Benefits Assistance Counselor; discussion and possible action

D) SHERIFF – Greg Hagwood

Approve budget transfer of \$10,632 from Regular Wages (51000) to fixed asset account (542880) for replacement of air conditioning system at the Jail; discussion and possible action

E) PUBLIC WORKS – Robert Perreault

Award construction contract to the lowest, responsible bidder in accordance with the Public Contract Code for the A-15 Guardrail Project; and authorize the Chair and the Director of Public Works to execute the contract; discussion and possible action

F) PLANNING – Randy Wilson

Approve and authorize the Planning Director to sign Funding Agreements with Local Project Sponsors (Funding Agreement with Indian Valley CSD; Feather River Land Trust; Quincy CSD; and Services Agreement with Burkhard Bohm) in accordance with Amendment No. 7 between the County of Plumas (Prop 50 Grant) and State of California Department of Water Resources; and approve Amendment No. 2 to Agreement with the Regents of the University of California extending the existing Agreement for the Upper Middle Fork Project until December 31, 2015; approved as to form by County Counsel; discussion and possible action

G) FACILITY SERVICES & AIRPORTS – Dony Sawchuk

Biomass Boiler Project: Determine that the Biomass Boiler Project is Categorically Exempt under Section 15392(c) of the CEQA Guidelines based on findings as recommended; and approve placing a biomass-fires combined heat and power energy system at the Plumas County Health & Human Services Facility in accordance with the California Energy Commission approved grant submitted by the Sierra Institute for Community and Environment; discussion and possible action

3. BOARD OF SUPERVISORS

A. Correspondence

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

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn to special meeting of Thursday, May 07, 2015 at 10:00 a.m., Health & Human Services Annex, 2nd Floor Conference Room, Quincy, California

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



April 21, 2015

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

Subject: Encroachment Permit Request
INDIAN VALLEY CHAMBER

- **Dinner & Movies, May 23, 2015, Mill Street, Greenville**
- **Greenville Community Dinner & Museum Celebration, May 24, 2015, Mill Street, Greenville**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART
DIRECTOR

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

DATE: APRIL 13, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 5, 2015, CONSENT AGENDA

RE: APPROVE AND AUTHORIZE THE SOCIAL SERVICES DIRECTOR TO
SIGN A CONTRACT WITH LAURA MORRISON Ph.D. FOR
PSYCHOLOGICAL EVALUATIONS

A handwritten signature of Elliott Smart, Director of the Department of Social Services.

It is Recommended that the Board of Supervisors

1. Approve a contract between the County, through the Department of Social Services, and Laura Morrison Ph.D. for psychological evaluations for children and/or family members who are in the Child Welfare system.
2. Authorize the Director of the Department to sign the agreement as the Board's designee.
3. Authorize the Department to extend this agreement for an additional period, not to exceed twelve months, subject to the availability of funds for this purpose and an agreement regarding compensation.

Background and Discussion

In nearly all cases of new families coming into the Child Welfare, Child Protective Services system, the Juvenile Court will require a psychological evaluation of the parent(s) and/or the child, depending on the circumstances. The Department contracts with several independent contractors to meet our need for securing such services. One such contractor is Laura Morrison, Ph.D. The enclosed contract secures such services from Ms. Morrison for a period of one year. Subject to the availability of funding and an agreement regarding compensation, the agreement may be extended for an additional 12 month period.

Financial Impact

The proposed agreement requires the Department of Social Services to compensate Ms. Morrison at the rate of \$1,500 per evaluation. It also requires payment of \$100 per hour for any court related testimony connected with her evaluation. The Department expects that over the course of the agreement that there will be about 1 evaluation per month. The Department's 2014-2015 budget has funding for this purpose.

Other Agency Involvement

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

Copies: DSS Management Staff

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and Laura S. Morrison, Ph.D., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto.
3. **Term.** The term of this Agreement shall be from January 1, 2015 through December 31, 2015, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. **Extension.** This Agreement may be extended for an additional period not to exceed twelve calendar months subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
6. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A.

Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. 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.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

requirements of this Agreement, and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Laura S. Morrison
P.O. Box 34405
Reno, NV 89533
Attention: Laura S. Morrison, Ph.D.

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or

to the State Auditor upon the request of either the State Auditor or the County.
NOTE: Only for contracts in excess of \$10,000.]

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

CONTRACTOR:

Laura S. Morrison, an Individual

By: _____
Name: Laura S. Morrison, Ph.D.
Title: Owner
Date signed:

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:

R. Craig Settlemire 4/10/15
R. Craig Settlemire
Plumas County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide to County psychological evaluations, written reports, and expert witness testimony, for designated adults or children, which might include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.

2. Contractor shall provide a written report with results of observations and/or testing within 30 days of the evaluation to Plumas County Child Protective Services.

EXHIBIT B

Fee Schedule

1. Psychological Evaluation: \$1500.00 per evaluation, including written report.
2. Court Testimony: \$100 per hour, including travel and waiting time.



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

Phone: (530) 283-6367
Fax: (530) 283-6241

10

Date: April 24, 2015

To: Honorable Board of Supervisors

From: Jerry Sipe

RE: Consent Agenda Item for May 5, 2015

Recommendation: Approve Continuation of Local Emergency Due to Drought

Background and Discussion: As the Board is aware, Section 8630 of the California Emergency Services Act states that the governing body must review the need for continuing the local emergency every month for the proclamation to remain in effect. For the drought declared on August 19, 2014, this was last done on April 7, 2015.

Until potential future impacts are less likely, it is recommended that the Board approve continuation of the local emergency due to drought.

If you have any questions, please do not hesitate to contact me at 283-6367.

Thank you.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Fax (530) 283-6323

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

Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the May 5, 2015 meeting of the Plumas County Board of Supervisors

April 27, 2015

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: To approve a Resolution to adopt the 2014 Plumas County Maintained Mileage.

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

Discussion:

Each year, The Public Works Department is required to submit a tabulation and maps to the State to indicate the mileage that is maintained by the Plumas County Road Department. This mileage is used in the calculation of Gas Tax funds and other State funding sources for the Road Department.

The necessary updates have been completed and the attached resolution is ready for your approval.

The maintained mileage total for 2015 is 679.493 miles.

Please note that a complete copy of the resolution along with the attached "2014 Plumas County Maintained Road Data" is on file with the Clerk of the Board and at the Department of Public Works for public review during normal business hours.

The attached Resolution has been reviewed and approved as to form by County Council.

Attached: Resolution

RESOLUTION NO. 15-

(Establishing Mileage of Maintained County Roads)

WHEREAS, Section 2121 of the Streets and Highways Code of the State of California provides that in May of each year each County shall submit to the California Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

WHEREAS, the California Department of Transportation certified to the State Controller in June 2014 that the total mileage of maintained county roads is 679.493 miles; and

WHEREAS, The County of Plumas now finds the total mileage of maintained County roads is **679.493** miles;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the mileage of maintained County roads is now **679.493** miles, as indicated on the list titled “2014 Plumas County Maintained Road Data”, which is attached hereto and hereby made, by reference, a part of this resolution.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 05 day of May, 2015, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

PLUMAS COUNTY CLERK

Recorder (530) 283-6218
Registrar of Voters (530) 283-6256
Records Management (530) 283-6007

520 Main Street, Room 102, Courthouse
Quincy, CA 95971 * Fax: (530) 283-6155



1F

DATE: May 05, 2015 - Board Agenda

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder, County of Plumas

SUBJECT: Approval of Amended Agreement for Specialized
Technology Services by High Desert Microimaging -
Microfilm Restoration and Conversion Project

Kathy Williams
Clerk – Recorder
Registrar of Voters
kathywilliams@countyofplumas.com

Melinda Rother
Assistant
melindarother@countyofplumas.com

IT IS REQUESTED THAT THE BOARD:

1. Approve the amended agreement with High Desert Microimaging, Inc. for official records microfilm restoration and conversion. The amended agreement is to extend the current contract approved by the Board in May, 2013 for an additional 6 months to complete the last remaining reels of film in the project.
2. Authorize Kathy Williams, the County Clerk-Recorder, to sign the contract and enter into the amended agreement for these services with High Desert Microimaging, Inc. The amendment has been reviewed and approved as to form by the office of the County Counsel.

BACKGROUND:

In the early 1970's the county's official records were filmed on acetate based microfilm. These rolls of film were then stored in a secured storage facility off site. Since then, the integrity of acetate based film has caused some film to deteriorate. These rolls of film are in the process of being restored using polyester based film. High Desert Microimaging is at the end of the project and needs a limited amount of time to complete restoration of the old film for archival purposes.

Funding for this project has been provided from the Recorder's Modernization Trust Fund and fees collected through this fund are allocated to this specific type of use by modernizing and preserving the county's records.

A copy of the agreement is on file with the Clerk to the Board of Supervisors in room 309 of the Courthouse located at 520 Main Street in Quincy.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
COUNTY OF PLUMAS AND HIGH DESERT MICROIMAGING, INC.

This First Amendment to Agreement ("Amendment") is made as of May 5, 2015, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Clerk-Recorder's Office (hereinafter referred to as "County"), and HIGH DESERT MICROIMAGING, INC. a Nevada corporation (hereinafter referred to as "Contractor").

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. Reference is hereby made to that certain Agreement for Specialized Technology Services previously entered into by and between County and Contractor (the "Agreement").
 - b. Because the Contractor requires additional time to complete the services specified in the Agreement beyond the original expiration date of the Agreement, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. The termination date of the Agreement shall be extended until November 5, 2015.
 - b. The first sentence of the last paragraph of Section 2 of the Agreement shall be amended in its entirety to read: "Total compensation to Service Provider under this Agreement shall not exceed \$125,000.00."

[Continued on following page]

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:

High Desert Microimaging, Inc., a Nevada corporation

COUNTY:

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

By: _____
Meg Miller
President and Secretary
Date signed:

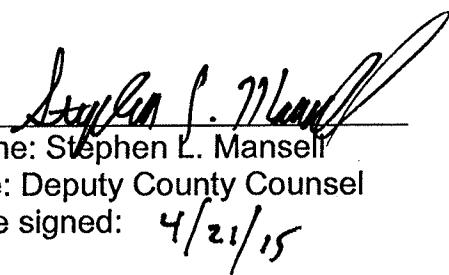
By: _____
Name: Kathleen Williams
Title: County Clerk-Recorder
Date signed:

Approved:

By: _____
Name: Kevin Goss
Title: Chair of the Board
Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: 
Name: Stephen L. Mansell
Title: Deputy County Counsel
Date signed: 4/21/15

**Plumas County
Community Development
Commission**

Memo

To: Honorable Plumas County Board of Supervisors
From: Thomas Yagerhofer, PCCDC Finance/Deputy Director
Date: 4-6-2015
Re: Community Development Block Grant (CDBG) Program Signatories

On Thursday afternoon, April 23, 2015, I was notified by the State CDBG Program that documents submitted to them (in some cases nearly one year ago) were inadequate for them to approve Funds Requests (some submitted to them at the end of March 2015) signed by Plumas County Auditor/Controller, Roberta Allen.

Several terse e-mails and conversations took place.

On Friday the 24th, I created the Resolution before you and had the draft document approved by the Manager of the CDBG Contracts Department. The intent of the Resolution is to clarify for State CDBG the Board's decision of who may sign Funds Requests. As we have discussed, there are multiple Funds Requests at the State, now totaling over \$200,000.

This should meet the State's needs until the Board Chair (or any other staff member) changes, at which time another Resolution and "Signature Card" shall be required.

The State has additionally agreed to process the Funds Requests on hand.

RESOLUTION NO._____

**A RESOLUTION CLARIFYING INDIVIDUALS DESIGNATED TO APPROVE
DOCUMENTS ASSOCIATED WITH OPEN CDBG GRANTS AWARDED TO
PLUMAS COUNTY FROM THE STATE CDBG PROGRAM**

WHEREAS, Plumas County has been previously awarded and has three open grants in the State Community Development Block Grant (CDBG) program as noted below, and,

10-DRI-6788 – Tobin Water/Planning
10-STBG-6734 – Plumas Rural Services Building
12-CDBG-8407 – Microenterprise/Planning

WHEREAS, the State CDBG program seeks additional definition of previous Resolutions on file regarding these open grants with respect to “authorized signers” of certain document; and

WHEREAS, the County wishes to clarify any Resolutions on file to assure that these open grants can be administered as smoothly and efficiently as reasonably possible;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Supervisors authorizes and directs the Chairperson of the Board of Supervisors to act on the County's behalf in all matters pertaining to these open grants and any subsequent amendments thereto, and furthermore,

The Board of Supervisors authorizes the Chairperson of the Board of Supervisors, or his/her Designees, the County Auditor/Controller or the County Assistant Auditor to sign Funds Requests and other required reporting forms associated with these open grants, and recognizes that new State CDBG “Signature Cards” will need to be completed whenever an individual holding one of these positions changes.

ADOPTED AND APPROVED this 5th day of May 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kevin Goss, Chairperson

ATTEST:

Nancy DaForno, Clerk of the Board



JB

OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 • Quincy, California 95971

(530) 283-6303 • Fax (530) 283-6340

Date: May 5, 2015
To: Plumas County Board of Supervisors
From: David Hollister, District Attorney
Subject: Vehicle Purchase

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

Recommendation:

- A. Request authorization from the Board of Supervisors to waive formal competitive bidding for the equipment described below.
- B. Authorize the District Attorney to purchase a vehicle as described below from Susanville Auto Center not to exceed \$23,669.21.
- C. Approve \$23,669.21 budget transfer within department.

Background and Discussion

In the normal course of business, the District Attorney's Office has multiple needs for vehicles. These needs range from travelling to crime scenes at all hours of the day or night to attending parole hearings at state prisons throughout the state to attending trainings out of the county. To meet these fundamental obligations of a prosecutor's office it is essential we have dependable, appropriate and dedicated transportation. To date, and in light of fiscal challenges facing Plumas County, we have made due with a fifteen year old Mercury Sable. Unfortunately, this vehicle is aging, unreliable and experiencing mechanical issues. It is currently parked in Oroville having been rendered inoperable there due to mechanical problems. This situation has resulted in a potential tow bill of at least \$600. The cost of repairing the vehicle will likely exceed the value of the vehicle. As a result of the breakdown the department head had to drive his own vehicle to pick-up the stranded employee. This scenario was dangerous to members of the district attorney's office and ineffective in providing responsible services to our taxpayers.

This request will mark the first of two requests as during the course of the next eighteen months, the District Attorney's Office will undertake efforts to acquire two, new vehicles to meet its ongoing needs.

Pursuant to the Plumas County Purchasing Policy section 3-1(e)(3), the District Attorney's Office is requesting to waive the competitive bidding process and purchase a vehicle from Susanville Auto Center for \$23,669.21. This is the same price that the public works department was quoted in a formal bidding process last month. They have already placed their order and Susanville Auto Center is honoring the same price for us. This would replace our 2001 Mercury Sable 2WD with a 2015 Jeep Compass AWD.

Financial Impact

There is no direct financial impact to the county General Fund due to payroll savings from an employee who resigned and the position not being filled immediately.

The District Attorney's Office hereby request approval from the Board to approve the budget transfer and authorize the District Attorney's Office to purchase a 2015 Jeep Compass AWD from Susanville Auto Center and waive the formal competitive bidding process.

Bank Review 38425

PLUMAS COUNTY

SUSANVILLE FORD, INC

Source:

Price	21,902.75
Taxable A.M.O.	0.00
Document Processing Charge	80.00
Emissions Testing Charge	0.00
Sales Tax	1,648.71
Non-Tax A.M.O.	0.00
Service Contract	0.00
Subtotal	23,631.46
DMV Fees	0.00
State Emissions Certification or Exemption Fee	0.00
California Tire Fee	8.75
Electronic Veh Reg or Transfer Charge	29.00
Total Insurance	0.00
Total	23,669.21
Amount Financed	23,669.21
Finance Charges	0.00
Total of Payments	23,669.21
Total Sale Price	23,669.21

Salesperson: TIM CAHALAN

Trade	0.00
Payoff	0.00
Net Trade	0.00
Cash Down	0.00
Deferred Down	0.00
Rebate	0.00
Total Down	0.00

APR	0.00
Term	1
Monthly Payment	23,669.21
Final Payment of	

*** BUYER ***

PLUMAS COUNTY
1834 EAST MAIN STREET
QUINCY, CA 95971

*** CO-BUYER ***

Date of Birth:

Home Phone Number:

Work Phone Number:

County:

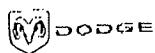
*** PURCHASE ***

Stock Number
Year 2015
Make JEEP
Model COMPASS
Body Style COMPASS
Color AWD
Trim
Key 1 Number
Key 2 Number
Weight
License
Odometer
VIN
Cylinders 0
Vehicle Type USED *



Tim Cahalan
Fleet Manager
timsgreatdeals@gmail.com

SUSANVILLE FORD
DODGE • CHRYSLER • JEEP
704-485 Richmond Rd
Susanville, CA 96130



office 530-257-5092
cell 530-917-7744
fax 530-257-0539

*** BANK ***

ONE-PAY

*** INSURANCE ***

SUSANVILLE AUTO CENTER
704-485 RICHMOND RD
SUSANVILLE, CA 961305063

Configuration Preview

Date Printed: 2015-02-19 7:58 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 0069G Plumas, California, County of

Sold to: SUSANVILLE AUTO CENTER (45381)
704-485 RICHMOND RD
SUSANVILLE, CA 961305063

Ship to: SUSANVILLE AUTO CENTER (45381)
704-485 RICHMOND RD
SUSANVILLE, CA 961305063

Vehicle: 2015 COMPASS SPORT 4X4 (MKJE49)

	Sales Code	Description	MSRP(USD)	PI
Model:	MKJE49	COMPASS SPORT 4X4	20,795	
Package:	2GA	Customer Preferred Package 2GA	0	
	ED3	2.4L I4 DOHC 16V Dual VVT Engine	0	
	DA4	6-Speed Automatic Transmission	1,300	
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	
	APA	Monotone Paint	0	
	C7	Premium Cloth Bucket Seats	0	
	DV	Dark Slate Gray	0	
Options:	4DH	Prepaid Holdback	0	
	4ES	Delivery Allowance Credit	0	
	MAP	Marketing Advertising Fund	0	
	YEP	Manuf Statement of Origin	0	
	RSP	Uconnect Voice Command w/Bluetooth	495	
	AVM	Power Value Group	1,695	
	4FM	Fleet Option Editor	0	
	4FT	Fleet Sales Order	0	
	171	Zone 71-Los Angeles	0	
	4EA	Sold Vehicle	0	
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	
Bid Number:	TB5054	Government Incentives	0	
Discounts:	YG6	0.2 Additional Gallons of Gas	0	
Destination Fees:			995	
			Total Price:	26,280

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1 - Sold Order Build Priority: 99
Customer Name: Plumas County
Customer Address: Main St
Quincy CA 97163 USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

reporting requirements, the department head shall make a written finding to that effect and shall attach a copy of the finding to the contract documents.

SECTION 3

EXCEPTIONS TO THE COMPETITIVE PROCESS

3-1

EXCEPTIONS TO COMPETITIVE BIDDING

In instances where there are limitations on the source of supply, necessary restrictions in specifications, quality considerations, or other valid reasons for waiving competitive bidding, purchases may be made without recourse to competitive bidding. Approval of a waiver of competitive bidding shall be made by the Purchasing Agent.

In addition, except as otherwise directed by law, or as directed by the Board of Supervisors or County Administrative Officer, competitive bidding is not required for the following purchases.

- (a) Wherever State law expressly authorizes execution of professional services contracts without competitive bidding or for expert and professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience such as accountants, physicians, social service consultants, labor consultants, investigators, attorneys, architects, surveyors and engineers;
- (b) Election supplies;
- (c) Legal brief printing, stenographic services, and transcripts
- (d) Books, publications, subscriptions, recordings, motion picture films, and annual book and periodical contracts;
- (e) Personal property or services obtainable:
 - (1) From any other governmental agency and owned or provided by such other governmental agency, or
 - (2) From any other governmental agency which has a contract with a vendor which allows such other governmental agency to acquire such property or services and resell them to other governmental agencies, or
 - (3) From any private vendor which has an agreement or contract with another public agency and such private vendor produces satisfactory documentation that:
 - (i) such other contract is currently then in effect, and
 - (ii) such agreement or contract was let through a competitive process, such as competitive written bids, request for proposals, informal quotations or competitive evaluation, and
 - (iii) such items to be acquired by the County are of comparable description and quality as the items described in such other governmental contract, and
 - (iv) the price of such items to be acquired by the County is not greater than that specified in such other governmental contract;
- (f) Property or services the price of which is fixed by law;
- (g) Construction equipment rental; provided that the CAO approves of the waiver of competitive bidding.
- (h) Automotive and heavy equipment repairs; provided that the CAO approves of the

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. District Attorney Dept. No.: 70301 Date: 4/23/15

Dept. No.: 70301

Date: 4/23/15

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

X TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

<u>FUND #</u>	<u>DEPT. #</u>	<u>ACCT. #</u>	<u>ACCOUNT NAME</u>	<u>\$ AMOUNT</u>
0001D	70301	51000	Regular Wages	5,000.00
		51020	Other Wages	3,000.00
		51060	Overtime Pay	2,269.69
		51070	Unemployment Insurance	78.00
		51080	Retirement	667.80
		51090	Group Insurance	701.35
		51100	FICA/Mcare OASDI	3,092.37
		51110	Compensation Insurance	586.00
		51120	Cell Phone Allowance	295.00
		520902	Vehicle Maintenance	3,500.00
		521230	Office Furniture	1,000.00
		525119	Liability	789.00
		527500	Travel	2,690.00
			TOTAL:	23,669.21

TRANSFER TO:

Supplemental budget requests require Auditor/Controller's Signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request (b) reason why there are sufficient balances in affected account to finance transfer (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Transfer from salary and expenditure accounts to purchase necessary fixed asset

B) Unspent wages due to employee resigning

C) Need vehicle now and have the money in the budget to cover it.

D) No change in revenue

Approved by Signing Authority:



4/23/2015

/ Approved/Recommended

/ Disapproved/Not Recommended

County Administrative Officer:


Signature

Board Approval Date:

Agenda Item No.

Clerk of the Board signature

Date Entered by Auditor Controller

Initials

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

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

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

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

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



DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

dc

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

ELLIOTT SMART
DIRECTOR

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

DATE: APRIL 20, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, Director of the Department of Social Services.

SUBJ: BOARD AGENDA ITEM FOR MAY 5, 2015

RE: AUTHORIZE THE DEPARTMENT OF SOCIAL SERVICES TO FILL A
VACANT BENEFITS ASSISTANCE COUNSELOR I/II/III AS SOON AS
ADMINISTRATIVELY POSSIBLE

It is Recommended that the Board of Supervisors

Authorize Department of Social Services to fill a vacant 1.00 FTE Benefits Assistance Counselor effective immediately.

Background and Discussion

On April 16, 2015 the Department of Social Services received notification that an incumbent Benefits Assistance Counselor would be leaving the Department due to her acceptance of a position at the Probation Department. The Board of Supervisors is already aware the case counts for some programs administered by the Department have achieved record high levels due to the recessionary economy and due to the increase in Medi-Cal cases as a result of the Affordable Care Act (ACA). With that circumstance in place, filling vacant positions becomes critical in meeting the continuing requests for assistance that are received by the Department.

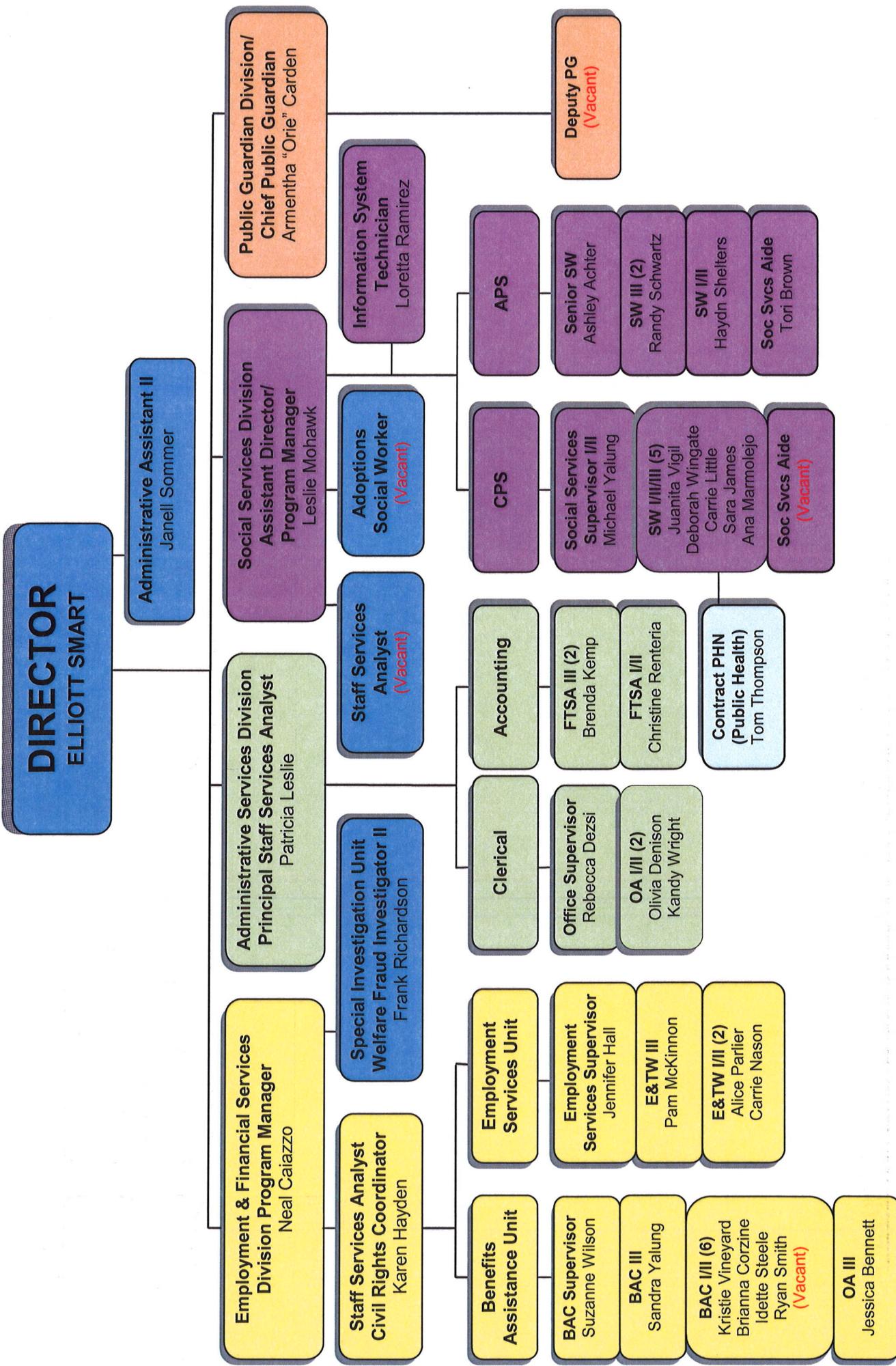
Financial Impact

There is no financial impact to the County's General Fund as a result of taking this action because all funds to support this position come from federal, state and Realignment sources. The position is funded in the current year budget plan.

Copies: PCDSS Management Staff
Ms. Gayla Trumbo, Human Resources Director

Enclosures (3)

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Benefits Assistance Counselor – Medi-Cal/CalFresh Program

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Medi-Cal and CalFresh (Foodstamp) administration is a state mandated service. The Benefits Assistance Counselor performs eligibility determinations for these services

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth.

- How long has the position been vacant?

Answer: The position became vacant effective April 30, 2015 due to an employee resignation to accept another County position in the Probation Department.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

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

Answer: We will not be able to process applications for Medi-Cal, CalFresh in accordance with the state requirements.

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

Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: No.

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

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
- **Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

Position Classification: Benefits Assistance Counselor (BAC) I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description:

This position is primarily responsible for performing eligibility determinations for the Medi-Cal and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal program is critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal program. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

Funding Sources:

Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty.*

Special Considerations: Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.



Office of the Sheriff

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

JD

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: April 21, 2015

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood *OK*

RE: Agenda Item for the meeting of May 5, 2015

RECOMMENDATION:

Approve budget transfer for the Jail in the amount of \$10,632.00 from Regular Wages (51000) to fixed asset account for Air Conditioner (542880).

BACKGROUND & DISCUSSION:

The FY 14/15 Administrative and Budgetary Controls require transfers to/from wages and benefits and/or fixed assets to be approved by the Board of Supervisors.

This is a budget transfer request for the Jail in the amount of \$10,632.00 transferring funds from Regular Wages (51000) to Air Conditioner (542880).

The air conditioning unit at the Jail is outdated and no longer working. Facility Services has located a new unit at a cost of \$10,632.00.

There have been and currently are vacant positions full time positions within the Jail budget. A portion of the salary savings from the vacancies is being transferred to cover the cost of the new air conditioning unit.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: JAIL Dept. No: 70380 Date: 4/21/2015

The reason for this request is (check one): **Approval Required**

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

Approval Required

Board

Board

Board

**Board
Auditor**

Auditor

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Transfer to cover cost of new air conditioning unit for Jail

B) Vacant positions have created a salary savings

C) Expenditure will be incurred this fiscal year

D) N/A

Approved by Department Signing Authority: Ron Jawerj

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

ALMANOR ENERGY PLUS, INC.

3732 BIG SPRINGS ROAD
LAKE ALMANOR, CA 96137
CA LIC. NO. 507200
(530)596-3128
FAX 596-4340

PROPOSAL AND CONTRACT

Name : PLUMAS COUNTY JAIL

Date : APRIL 20, 2015

Address : 50 ABERNATHY

Proposal No. : 15-0087

: QUINCY, CA. 95971

Telephone : 530-283-6070 DONY

Project : SAME AS ABOVE

SCOPE OF WORK: INSTALL DAIKIN MINI SPLIT ON ROOF WITH AN INDOOR WALL MOUNT AND CEILING UNIT.

WE PROPOSE TO FURNISH LABOR AND MATERIAL AS FOLLOWS:

1. Supply and install one (1) Dalkin, 3 Ton mini-split on roof.
2. Supply one (1) each, 2 Ton wall mount indoor unit and one (1) each, 1 Ton ceiling unit.
3. All electrical and line set.
4. Labor.
5. Dispose of old unit.
6. DOES NOT INCLUDE PERMIT.

For the Total Price of

\$10,632.00 (Includes all Taxes)

CONDITIONS:

It is understood and agreed that we shall not be held liable for any loss, damage or delays occasioned by fire, strikes, or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts material shortages, disturbed labor conditions, delayed deliver of materials from Seller's suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, or other causes beyond the reasonable control of Seller, whether of like or different character, or other causes beyond his control. Prices quoted in this contract are based upon present prices and upon condition that the proposal will be accepted within thirty days. Also general conditions which are standard for specialty contractors in the construction industry.

TERMS:

Payments to be made 10% down or up to \$1,000.00 at signing to the value of one-hundred percent (100%) of all work completed. The entire amount of contract to be paid upon completion.

THIS PROPOSAL IS SUBMITTED IN DUPLICATE. THE RETURN TO US OF ONE COPY WITH YOUR SIGNATURE SHALL CONSTITUTE A CONTRACT.

THIS CONTRACT IS VALID FOR NINETY (90) DAYS.

SUBMITTED:

ACCEPTED:

BY:

MONLEE S. LEDERIEDE

BY: _____

NOTICE TO OWNER

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors State License Board, 9821 Business Park Drive, Sacramento, CA 95827

"Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. "Under the law, you may protect yourself against such claims by filing, before commencing such work or improvements, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

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

Director of Public Works

JE

AGENDA REQUEST

for the May 5, 2015 Meeting of the Plumas County Board of Supervisors

April 27, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: To Award a Construction Contract for the A-15 Guardrail Project

Robert A. Perreault

Background:

Reference is made to the above referenced highway project, which is generally located within the unincorporated area of Plumas County, south of the City of Portola. Construction bids for the project has been publicly noticed. As of the writing of this Agenda Request, the Bid Opening is scheduled for Wednesday, April 29, 2015. See attachment to view a copy of the internet listing. The Plumas County project work order number is 134.

The project funding is part of the construction budget for Department Work Order #134. WO #134 is 90.00% reimbursable from the Caltrans High Risk Rural Roads Program (HRRRL). Generally described, the project work consists of three (3) improvements: 1., guardrail and guardrail upgrades, 2., construction of paved shoulders, and 3., a culvert extension, including construction of headwalls and new guardrail. Upon award of a construction contract, the project work will commence in early summer of 2015, pending weather conditions.

In regard to this project, there is an administrative time constraint on Public Works staff. Thus, this Agenda request is being submitted on April 27, 2015 for consideration as part of the Board of Supervisors meeting agenda scheduled for May 5, 2015.

The customary bidding results information and an accompanying recommendation by Public Works staff will be prepared as soon as possible, following the bid opening on April 29, 2015. Such supplemental backup information to this Agenda Request will be available at the office of the Clerk of the Board of Supervisors and at the headquarters office of the Department of Public Works during normal office hours.

Recommendation:

Provided that there are no unforeseen problems with the April 29th bid opening or the subsequent analysis of the submitted bids, on May 5, 2015, the Department of Public Works will recommend that the Board of Supervisors award the construction contract to the lowest responsive bidder in accordance with the Public Contract Code and to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the construction contract.

Attachment

Bid Title:	A-15 Project
Category:	Plumas County Bids
Status:	Open

Description:

The project consists primarily of the construction of guardrail upgrades, hot mix asphalt (HMA) shoulders and overlay, and a culvert extension.

The project will be on Portola-McClears Road (County Route A15) in Plumas County, at three locations, on County Route A15. Project begins 0.7 miles north of State Route 89 in Mohawk Valley and extending north 5.1 miles to near the intersection with Iron Horse Drive.

This is Federal Project No: HRRRL-5909(084).

Sealed proposals will be received at the Office of the Plumas County Public Works Department, 1834 East Main Street, Conference Room, Quincy, CA 95971, until 2:00 p.m. on April 29, 2015, at which time they will be publicly opened and read aloud.

The contractor shall possess a Class A license or a C-12 licenses at the time this contract is awarded.

The successful bidder shall furnish a payment bond and a performance bond.

Addendum 2**Addendum 1**

Plans may be reviewed at [WO 134 Plans](#)

Specifications may be reviewed at [WO 134 Specifications](#)

Federal Wage Rates may be viewed at [WO 134 Federal Wage Rates 4-7-2015](#)

Complete bidder's packages are required for submitting a bid. Bid packages can be purchased at the Office of the Plumas County Public Works Department, 1834 East Main Street, Quincy, CA 95971, for a non-refundable fee of \$20.00 or \$25.00 (if mailed) respectively.

Any questions concerning this project may be directed to the office of the Department of Public Works at (530) 283-6268.

Publication Date/Time:

4/7/2015 11:00 AM

Closing Date/Time:

4/29/2015 2:00 PM

[Return To Main Bid Postings Page](#)

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9366
(530) 283-7011

www.plumascounty.us



WF

DATE: May 5, 2015

TO: Honorable Chair and Members of the Board of Supervisors

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

RE: Request for approval of Funding Agreements with Local Project Sponsors in accordance with Amendment No.7 to the Agreement (Grant Agreement No. 4600007650) between the State of California, Department of Water Resources and Plumas County (Proposition 50 Grant) and authorize the Planning Director to sign the Agreements and request for approval of an Agreement amendment with the Regents of the University of California extending the existing Agreement for the Upper Middle Fork Project until December 31, 2015.

Background

On March 3, 2015, the Board of Supervisors approved changes to the Proposition 50 Agreement with the Department of Water Resources reprogramming funds to the following:

New Projects:

- **Taylorsville Wastewater Improvement Project.** This project will replace an existing 6 inch forced main with a 4 inch fusion welded main and replace the pneumatic pump control system with a new electronic system.

Project Sponsor: Indian Valley Community Services District

Grant Amount: \$184,080

- **Chester River Parkway Project.** This project consists of purchase of a 106.77 acre property, commonly known as the Olsen Barn Property. The funding of this land purchase will permanently protect the property's ecological, recreational, cultural, and educational values.

Project Sponsor: Feather River Land Trust

Grant Amount: \$400,000

Revised Projects

- Revision to the scope of work, but not the budget for the **Genesee Valley Integrated Water Management Project.** The original project included piping 16,000 feet of an open and badly leaking diversion ditch and repairs to the Taylor Lake dam. The revised project will not repair the Taylor Lake dam and will not pipe the diversion ditch. The revised project will repair an existing well at the Hart K Ranch, drill a new irrigation well, repair an existing spring-fed irrigation system, and connect the existing irrigation systems and new well.

Project Sponsor: Feather River Land Trust

Grant Amount: \$555,648 with \$420,186.67 remaining to be spent

- Revision to the scope of work and budget for the **Quincy Wetlands Treatment Project**. Some of the original project scope of work has not been completed, which is primarily monitoring requirements. The revised scope of work now includes re-establishing the diffuser pipe in Spanish Creek and the installation of a single boulder cross-vane structure to concentrate flows toward the center of the channel and conduction of an engineering mixing dilution study for this installation. There will also be an abandonment of a damaged diversion dam located downstream that is causing a slackening of flows in Spanish Creek over the diffuser.

Project Sponsor: Quincy Community Services District

Grant Amount: \$408,544.49, which is an increase of \$147,140.49 for the original grant amount. Total remaining to be spent is \$200,000.

- Replace the Sierra Valley Well Inventory, Capping, and Sealing project scope of work with the **Sierra Valley Well Assessment and Basin Management Plan**. The original project did have some work completed, but was stopped when there was a moratorium on spending Prop 50 funds. Staff worked with the Sierra Valley Groundwater Management District (SVGMD) to restart the project. However, the SVGMD did no longer believe the original project was necessary. Working with the SVGMD staff developed the new project containing the following elements to address more actively managing the Sierra Groundwater Basin given changing legislative requirements:

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

Project Sponsor: Plumas County working with the Sierra Valley Groundwater Management District and Burkhard Bohm, Groundwater Hydrologist.

Grant Amount: \$123,679 with \$93,133.79 remaining to be spent on this revised project.

Please note that the proposed Services Contract with Burkhard Bohm is for \$73,990. The remaining amount for this project is \$19,143.79, which is for staff to perform Task 2 – Education and Outreach. Specifically, to...”Coordinate development of groundwater management scenarios with the Upper Middle Fork Project” (UC Davis Project)

Staff Comment

Staff is bringing forth Funding Agreements in accordance with the Board’s action regarding changes to the Proposition 50 Agreement between Plumas County and the California Department of Water Resources for consideration and approval. These Funding Agreements will implement the changes to the Proposition 50 Agreement approved by the Board of Supervisors on March 3, 2015. The agreements all expire on December 31, 2015, per direction by the California Department of Water Resources and per the Amended Grant Agreement.

Staff is also bringing forward an amendment to the Funding Agreement with the Regents of the University of California extending the existing Agreement for the Upper Middle Fork Project until December 31, 2015. The existing Funding Agreement with the Regents of the University of California expires on June 30, 2015.

ACTIONS FOR CONSIDERATION

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

- I. Approval of a Funding Agreement with the Indian Valley Community Services District for the Taylorsville Wastewater Improvement Project in the amount of \$184,080.00 and authorize the Planning Director to sign the agreement.
- II. Approval of a Funding Agreement with Feather River Land Trust for the Chester Parkway Project in the amount of \$400,000.00 and authorize the Planning Director to sign the agreement.
- III. Approval of a Funding Agreement with the Feather River Land Trust for the revised Genesee Valley Integrated Water Management Project with the remaining amount to be distributed of \$420,186.67 and authorize the Planning Director to sign the agreement.
- IV. Approval of a Funding Agreement with the Quincy Community Services District for the revised Quincy Wetlands Treatment Project with the remaining amount to be distributed of \$200,000 and authorize the Planning Director to sign the agreement.
- V. Approval of a Services Agreement with Burkhard Bohm (Groundwater Hydrologist) for the Sierra Valley Well Assessment and Basin Management Plan for \$73,990 of the remaining amount to be distributed of \$93,133.79 and authorize the Planning Director to sign the agreement.
- VI. Approval of an Agreement amendment with The Regents of the University of California extending the existing Agreement for the Upper Middle Fork Project until December 31, 2015, and authorize the Planning Director to sign the agreement.

Attachments:

Funding Agreement between Plumas County and the Indian Valley Community Services District for the Taylorsville Wastewater Improvement Project

Funding Agreement between Plumas County and the Feather River Land Trust for the Chester River Parkway Project

Funding Agreement between Plumas County and the Feather River Land Trust for the Genesee Valley Integrated Water Management Project

Funding Agreement between Plumas County and the Quincy Community Services District for the Quincy Wetlands Treatment Project

Services Agreement between Plumas County and Burkhard Bohm for the Sierra Valley Well Assessment and Basin Management Plan

Second Amendment to Agreement 201300284 between Plumas County and The Regents of the University of California.

FUNDING AGREEMENT
Between
County of Plumas
And
Indian Valley Community Services District
(Proposition 50 IRWM – TAYLORSVILLE WASTEWATER IMPROVEMENT PROJECT)

This Funding Agreement is hereby entered into by and between the County of Plumas (“County”) and the Indian Valley Community Services District (“Contractor”).

A. PURPOSE:

The California Department of Water Resources (CA-DWR) has established grant agreement #4600007650 Amendment 7 (the “Grant Agreement”) with Plumas County to provide \$7,000,000 under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. CA-DWR will provide these grant funds to assist in financing projects associated with the Upper Feather River Watershed Integrated Regional Water Management Plan and the Upper Feather River Watershed and Water Quality Improvement Project, hereinafter referred to as the Water Quality Improvement Project. In addition to items to be implemented by several entities in the Upper Feather River Region, the Water Quality Improvement Project includes the Indian Valley Community Services District Wastewater Improvement Project (“Taylorsville Project”). Plumas County will disperse grant funds totaling up to \$184,080.00, to Contractor to assist in funding the Taylorsville Project, as that project is set forth in the Grant Agreement, as such Agreement has been amended on March 13, 2015.

B. CONTRACTOR SHALL

1. Implement and complete all work items described in Amended Grant Agreement #7 related to the Taylorsville Project as follows:

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Contracts and Permits

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

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

Project planning has been complete.

Design engineering will be prepared by a consultant water and sewer (civil) engineer.

Task 1.4 – Complete final engineered plans and design documents.

The proposed project is categorically exempt from the requirement for the preparation of environmental documents under Section 15302(c) of the State CEQA Guidelines.

The Indian Valley Community Services District will obtain appropriate encroachment permits from Plumas County, as well as any required resource agency permits. Indian Valley Community Services District will perform construction tasks.

Task 2.1 – Perform construction tasks as outlined in table below.

Activity Description	Quantity
Sewer Main Replacement:	
Replace 4" HDPE SDR 11 IPS Sewer Main	5000 linear feet
Replace 4" HDPE SDR 11 IPS MJ Adaptor	4
Replace 4" Restraining Compression Coupling	4
Replace Tracer Wire	5000 linear feet
Dewater Existing Main	
Use septic truck to transport sewage during replacement	
Rental of winch, backhoe, and fusion welder	
Use of Camera Main	
Perform traffic control as necessary during construction	
Mobilization and Demobilization of equipment and staff	
SCADA Replacement:	

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Purchase and install Digital Pump Controller	1
Purchase and install level transmitter	1
Purchase and install 14AWG Twisted Shielded Pair	1 spool
Purchase and install SCADA Dialer	1

The Indian Valley Community Services District will obtain appropriate encroachment and water quality permits (SWPPP). Implementation of required BMPs will be the responsibility of the contractor. No additional mitigations or enhancements are necessary.

Task 3.1 – Ensure construction tasks are performed in a manner compliant with the pertinent permit requirements.

The Indian Valley Community Services District will administer the construction phase of the project.

Task 4.1 – Perform construction planning supervisorial duties and coordinate with Plumas County and other agencies as necessary.

No additional costs are anticipated.

2. Provide Plumas County with project progress reports (Monthly Reports, Project Completion Report, Grant Completion Report, and Post Performance Report) to meet the requirements of the Grant Agreement.
3. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement in carrying out the work under this Funding Agreement.
4. Submit invoices to the County no more frequently than monthly for all reimbursable work set forth in the Grant Agreement, as shown in this Funding Agreement, including all supporting documentation required by the County to obtain reimbursement from CA-DWR.

C. PLUMAS COUNTY SHALL:

1. Disperse up to \$184,080.00 to Contractor to reimburse expenses identified in the budget and work plan of the Taylorsville Project.

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

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

1. **MODIFICATION**. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. **PRINCIPAL CONTACTS**. The principal contacts for this agreement are, and any notice required or permitted under this agreement shall be provided in writing to, the following contacts:

Contractor Project Contact

Jesse Lawson
127 Crescent Street
Greenville, CA 95947
Phone: 530-284-7224

Plumas County Project Contact

Randy Wilson
555 Main Street
Quincy, CA 95971
Phone: 530-283-6214

3. **PAYMENT**. Payment shall be made by the County to Contractor upon receipt of grant funds from CA-DWR. The processing of payment requests by CA-DWR is beyond the control of the County and payment of Contractor billings may exceed typical payment cycles. Depending on the County's available cash resources, the County may, in its sole discretion, make payment to Contractor prior to receiving payment from CA-DWR.
4. **COMMENCEMENT/EXPIRATION DATE**. This Funding Agreement is executed as of the date of the last signature and is effective until December 31, 2015, at which time it will expire unless extended.
5. **TERMINATION**. The County may terminate this Funding Agreement at any time without cause upon notice to Contractor. Upon notice of termination, Contractor shall cease any further work under this agreement and submit a final invoice for any work that has already been completed.
6. **INDEMNIFICATION**. Each party shall indemnify, defend, and hold harmless the other party and its officers, employees and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from negligent acts, willful acts, or errors or omissions of that party, or that party's employees or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
7. **INDEPENDENT CONTRACTOR**. The parties understand and agree that Contractor is an independent contractor and that no employment relationship between Contractor and the County of Plumas is created by this Funding Agreement. The County's workers' compensation insurance does not cover Contractor or any member of the Contractor's staff. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed by this Funding Agreement are performed. This Funding Agreement is not an agency agreement, and Contractor is not an agent or legal representative of the County of Plumas for any purpose whatsoever. Contractor is not

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the County of Plumas, or to bind the County of Plumas in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Contractor shall become an employee or agent of the County of Plumas for any purpose.

8. **ASSIGNMENT**. The rights and duties established by this Funding Agreement are not assignable by either party, in whole or in part, without prior written consent of the other party.
9. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
10. **SEVERABILITY**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

In executing this Funding Agreement, the County (Grantee) demonstrates that Contractor (the designated Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between CA-DWR and County (Grantee).

The PARTIES HERTO have executed this instrument.

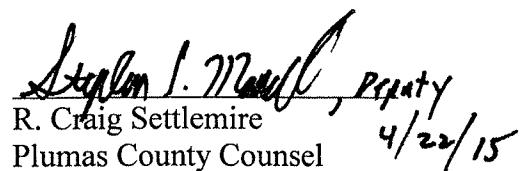
INDIAN VALLEY COMMUNITY SERVICES DISTRICT, PLUMAS COUNTY

JESSE LAWSON
General Manager

DATE

RANDY WILSON DATE
Planning Director

Approved as to form:


R. Craig Settlemire
Plumas County Counsel
4/22/15

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

FUNDING AGREEMENT
Between
County of Plumas
And
Feather River Land Trust
(Proposition 50 IRWM – CHESTER RIVER PARKWAY PROJECT)

This Funding Agreement is hereby entered into by and between the County of Plumas (“County”) and the Feather River Land Trust (“Contractor”).

A. PURPOSE:

The California Department of Water Resources (CA-DWR) has established grant agreement #4600007650 Amendment 7 (the “Grant Agreement”) with Plumas County to provide \$7,000,000 under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. CA-DWR will provide these grant funds to assist in financing projects associated with the Upper Feather River Watershed Integrated Regional Water Management Plan and the Upper Feather River Watershed and Water Quality Improvement Project, hereinafter referred to as the Water Quality Improvement Project. In addition to items to be implemented by several entities in the Upper Feather River Region, the Water Quality Improvement Project includes the Chester River Parkway Project (“Chester Parkway Project”). Plumas County will disperse grant funds totaling up to \$400,000.00, to Contractor to assist in funding the Chester Parkway Project, as that project is set forth in the Grant Agreement, as such Agreement has been amended on March 13, 2015.

B. CONTRACTOR SHALL

1. Implement and complete all work items described in Amended Grant Agreement #7 related to the Chester Parkway Project as follows:

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Contracts and Permits

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

MM COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

Task 2 Land Purchase/Easements: Budget Category (b)

Task 2.1 Purchase a 106.77 acre property, commonly known as the Olsen Barn property. The property consists of Plumas County APNs 100-340-017, 100-340-018, 100-460-004, 100-460-005.

The project is categorically exempt as a transfer of ownership to preserve existing natural conditions, Section 15325.

No construction is associated with this project.

No environmental compliance, mitigation, or enhancement measures are anticipated for this project.

No construction administration is necessary for this project.

Pre-acquisition administration costs including: appraisal, preliminary title report, phase 1 environmental site assessment, boundary survey, mapping, baseline documentation report, escrow and recording fees, legal counsel, and staff time.

2. Provide Plumas County with project progress reports (Monthly Reports, Project Completion Report, Grant Completion Report, and Post Performance Report) to meet the requirements of the Grant Agreement.
3. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement in carrying out the work under this Funding Agreement.
4. Submit invoices to the County no more frequently than monthly for all reimbursable work set forth in the Grant Agreement, as shown in this Funding Agreement, including all supporting documentation required by the County to obtain reimbursement from CA-DWR.

C. PLUMAS COUNTY SHALL:

1. Disperse grant funds totaling up to \$400,000.00 to Contractor to reimburse expenses identified in the budget and work plan of the Chester Parkway Project.

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

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

1. **MODIFICATION**. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. **PRINCIPAL CONTACTS**. The principal contacts for this agreement are, and any notice required or permitted under this agreement shall be provided in writing to, the following contacts:

Contractor Project Contact

Paul Hardy
P.O. Box 1826
Quincy, CA 95971
Phone: 530-283-5758

Plumas County Project Contact

Randy Wilson
555 Main Street
Quincy, CA 95971
Phone: 530-283-6214

3. **PAYMENT**. Payment shall be made by the County to Contractor upon receipt of grant funds from CA-DWR. The processing of payment requests by CA-DWR is beyond the control of the County and payment of Contractor billings may exceed typical payment cycles. Depending on the County's available cash resources, the County may, in its sole discretion, make payment to Contractor prior to receiving payment from CA-DWR.
4. **COMMENCEMENT/EXPIRATION DATE**. This Funding Agreement is executed as of the date of the last signature and is effective until December 31, 2015, at which time it will expire unless extended.
5. **TERMINATION**. The County may terminate this Funding Agreement at any time without cause upon notice to Contractor. Upon notice of termination, Contractor shall cease any further work under this agreement and submit a final invoice for any work that has already been completed.
6. **INDEMNIFICATION**. Each party shall indemnify, defend, and hold harmless the other party and its officers, employees and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from negligent acts, willful acts, or errors or omissions of that party, or that party's employees or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
7. **INDEPENDENT CONTRACTOR**. The parties understand and agree that Contractor is an independent contractor and that no employment relationship between Contractor and the County of Plumas is created by this Funding Agreement. The County's workers' compensation insurance does not cover Contractor or any member of the Contractor's staff. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed by this Funding Agreement are performed. This Funding Agreement is not an agency agreement, and Contractor is not an agent or legal

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

representative of the County of Plumas for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the County of Plumas, or to bind the County of Plumas in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Contractor shall become an employee or agent of the County of Plumas for any purpose.

8. **ASSIGNMENT.** The rights and duties established by this Funding Agreement are not assignable by either party, in whole or in part, without prior written consent of the other party.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
10. **SEVERABILITY.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

In executing this Funding Agreement, the County (Grantee) demonstrates that Contractor (the designated Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between CA-DWR and County (Grantee).

The PARTIES HERTO have executed this instrument.

FEATHER RIVER LAND TRUST

PLUMAS COUNTY

PAUL HARDY
Executive Director

DATE

RANDY WILSON
Planning Director

DATE

Approved as to form:

*R. Craig Settlemire, Deputy
County Counsel*
R. Craig Settlemire
County Counsel
4/22/05

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

FUNDING AGREEMENT
Between
County of Plumas
And
Feather River Land Trust
(Proposition 50 IRWM – GENESEE VALLEY INTEGRATED WATER MANAGEMENT
PROJECT)

This Funding Agreement is hereby entered into by and between the County of Plumas (“County”) and the Feather River Land Trust (“Contractor”).

A. PURPOSE:

The California Department of Water Resources (CA-DWR) has established grant agreement #4600007650 Amendment 7 (the “Grant Agreement”) with Plumas County to provide \$7,000,000 under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. CA-DWR will provide these grant funds to assist in financing projects associated with the Upper Feather River Watershed Integrated Regional Water Management Plan and the Upper Feather River Watershed and Water Quality Improvement Project, hereinafter referred to as the Water Quality Improvement Project. In addition to items to be implemented by several entities in the Upper Feather River Region, the Water Quality Improvement Project includes the Genesee Valley Integrated Water Management Project (“Genesee Valley Project”). Plumas County will disperse grant funds totaling up to \$555,648.00, of which \$135,461.33 has been invoiced and paid less 10% retention (\$13,546.13) to date for work already completed, to Contractor to assist in funding the Genesee Valley Project, as that project is set forth in the Grant Agreement, as such Agreement has been amended on March 13, 2015.

B. CONTRACTOR SHALL

1. Implement and complete all work items described in Amended Grant Agreement #7 related to the Genesee Valley Project as follows:

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Contracts and Permits

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

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

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

Task 2 Land Purchase/Easements: Budget Category (b)

N/A

Task 3. Planning/Design/Engineering

3.1 Complete final engineered plans for irrigation system repairs and additions.

Task 4. Environmental Documentation

Project is categorically except from CEQA – 15302(c)

Replacement or Reconstruction - Replacement or
reconstruction of existing utility systems and/or facilities
involving negligible or no expansion in capacity.

Task 5. Upgrade Ranch Irrigation System

5.1 Repair an existing agricultural well and existing stock well

5.2 Drill and construct new irrigation
wells

5.3 Repair existing spring-fed irrigation
system

5.4 Connect existing irrigation systems
and new well

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

Task 6. Grazing Improvements

- 6.1 Repair or install 25,000 feet of fencing to exclude cattle from flood plain.
- 6.2 Install six 900 gallon troughs for off stream water supply.
- 6.3 Repair and install 35,000 feet of cross fencing to implement rotational grazing.

Task 7. Habitat Improvements

- 7.1 Recruit, train, and supervise FRLT re-vegetation volunteers.
- 7.2 Remove non-native plant species.
- 7.3 Re-vegetate stream bank and riparian area

Task 8. Construction· Contract Management

- 8.1 Develop, advertise, and award construction and fencing contract packages as described in Task 1.1.
- 8.2 Coordinate project/contract activities and monitor construction activities.

Task 9 Additional Tasks

- 9.1 Develop short and long term ranch management plans
2. Provide Plumas County with project progress reports (Monthly Reports, Project Completion Report, Grant Completion Report, and Post Performance Report) to meet the requirements of the Grant Agreement.
3. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement in carrying out the work under this Funding Agreement.
4. Submit invoices to the County no more frequently than monthly for all reimbursable work set forth in the Grant Agreement, as shown in this Funding Agreement, including all supporting documentation required by the County to obtain reimbursement from CA-DWR.

C. PLUMAS COUNTY SHALL:

1. Disperse grant funds totaling up to \$555,648.00, of which \$135,461.33 has been invoiced and paid less 10% retention (\$13,546.13). The remaining amount to be dispersed is \$420,186.67 of grant funds to Contractor to reimburse expenses identified in the budget and work plan of the Genesee Valley Project.

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

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

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. PRINCIPAL CONTACTS. The principal contacts for this agreement are, and any notice required or permitted under this agreement shall be provided in writing to, the following contacts:

Contractor Project Contact

Paul Hardy
P.O. Box 1826
Quincy, CA 95971
Phone: 530-283-5758

Plumas County Project Contact

Randy Wilson
555 Main Street
Quincy, CA 95971
Phone: 530-283-6214

3. PAYMENT. Payment shall be made by the County to Contractor upon receipt of grant funds from CA-DWR. The processing of payment requests by CA-DWR is beyond the control of the County and payment of Contractor billings may exceed typical payment cycles. Depending on the County's available cash resources, the County may, in its sole discretion, make payment to Contractor prior to receiving payment from CA-DWR.
4. COMMENCEMENT/EXPIRATION DATE. This Funding Agreement is executed as of the date of the last signature and is effective until December 31, 2015, at which time it will expire unless extended.
5. TERMINATION. The County may terminate this Funding Agreement at any time without cause upon notice to Contractor. Upon notice of termination, Contractor shall cease any further work under this agreement and submit a final invoice for any work that has already been completed.
6. INDEMNIFICATION. Each party shall indemnify, defend, and hold harmless the other party and its officers, employees and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from negligent acts, willful acts, or errors or omissions of that party, or that party's employees or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
7. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is an independent contractor and that no employment relationship between Contractor and the County of Plumas is created by this Funding Agreement. The County's workers' compensation insurance does not cover Contractor or any member of the Contractor's staff. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed by this Funding Agreement are performed. This Funding Agreement is not an agency agreement, and Contractor is not an agent or legal

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

representative of the County of Plumas for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the County of Plumas, or to bind the County of Plumas in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Contractor shall become an employee or agent of the County of Plumas for any purpose.

8. **ASSIGNMENT.** The rights and duties established by this Funding Agreement are not assignable by either party, in whole or in part, without prior written consent of the other party.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
10. **SEVERABILITY.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

In executing this Funding Agreement, the County (Grantee) demonstrates that Contractor (the designated Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between CA-DWR and County (Grantee).

The PARTIES HERETO have executed this instrument.

FEATHER RIVER LAND TRUST

PLUMAS COUNTY

PAUL HARDY
Executive Director

DATE

RANDY WILSON DATE
Planning Director

Approved as to form:

Stephen P. Maxwell, Deputy
R. Craig Settlemire
County Counsel 4/22/15

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

FUNDING AGREEMENT
Between
County of Plumas
And
Quincy Community Services District
(Proposition 50 IRWM – QUINCY WETLANDS TREATMENT PROJECT)

This Funding Agreement is hereby entered into by and between the County of Plumas (“County”) and the Quincy Community Services District (“Contractor”).

A. PURPOSE:

The California Department of Water Resources (CA-DWR) has established grant agreement #4600007650 Amendment 7 (the “Grant Agreement”) with Plumas County to provide \$7,000,000 under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. CA-DWR will provide these grant funds to assist in financing projects associated with the Upper Feather River Watershed Integrated Regional Water Management Plan and the Upper Feather River Watershed and Water Quality Improvement Project, hereinafter referred to as the Water Quality Improvement Project. In addition to items to be implemented by several entities in the Upper Feather River Region, the Water Quality Improvement Project includes the Quincy Community Services District Wetlands Treatment Project (“Quincy Wetlands Project”). Plumas County will disperse grant funds totaling up to \$408,544.49, of which \$208,544.49 has been invoiced and paid less 10% retention (\$20,854.49) to date for work already completed, to Contractor to assist in funding the Quincy Wetlands Project, as that project is set forth in the Grant Agreement, as such Agreement has been amended on March 13, 2015.

B. CONTRACTOR SHALL

1. Implement and complete all work items described in Amended Grant Agreement #7 related to the Quincy Wetlands Projects as follows:

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Contracts and Permits

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

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

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

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

Task 2 Land Purchase/Easements: Budget Category (b)

Task 2.1 Formalize drainage easement between Quincy CSD and adjacent landowner.

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

Task 3.1 Environmental Review and Permits

Task 3.1 Conduct resource surveys, including wildlife, botany, and archeology.

Task 3.1.2 Complete CEQA review, including determination of final discharge point.

Task 3.1.3 Obtain 401 and 404 permits and agreement with Department of Fish & Game.

Task 3.2 - Project Design

Task 3.2.1 Prepare final design and layout of facilities

Task 3.2.2 Submit final design to Regional Water Quality Control Board for approval.

Task 4 Implementation: Budget Category (d)

Task 4.1 Construction

Task 4.1.1 - Perform earth work to configure site

Task 4.1.2 Construct spillways and conveyance ditch

Task 4.1.3 Install control valves

Task 4.1.4 Construct detention ponds

Task 4.1.5 Construct grade control structures

Task 4.1.6 Improve or expand step pool headcut structures, if needed (budget contingency)

Task 4.1.7 Establish groundwater monitoring wells

Task 4.1.8 Re-establish the diffuser pipe in Spanish Creek and install a single boulder cross-vane structure to increase at-site stream gradient to concentrate flows towards the center of the channel and maintain a scout hole where increased velocity and turbulence will maximize mixing with treated effluent and conduct an engineering mixing dilution study for this installation.

Task 4.1.9 Abandon the damaged diversion dam located approximately 500 feet down stream of the diffuser causing stream flows in Spanish Creek to slacken over the diffuser.

Task 4.2 Environmental Compliance/Mitigation/Enhancement

Task 4.2.1 Restoration

Task 4.2.1 Reestablish vegetation, if necessary.

Task 4.3 Construction Administration

Task 4.3 Construction Administration

Task 4.3.1 Develop final equipment specifications

Task 4.3.2 Develop, advertise and award construction contract package

Task 4.3.3 Provide direct supervision of all construction activities by FRCRM Project Manager and Quincy CSD staff.

Task 4.3.4 Coordinate project and contract activities with Quincy CSD staff.

Task 4.3.5 Coordinate all other project/contract activities and monitor construction.

Task 4.4 Post-Project Monitoring and Evaluation

Task 4.4.1 Conduct monitoring as described in PAEP

Task 4.4.2 Establish on-site evaporation monitoring station

Task 4.4.3 Monitor effectiveness of metal extraction through use of tertiary wetlands

Task 4.4.4 Evaluate potential for project expansion

Task 4.4.5 Monitor western pond turtle population trends

Task 4.4.6 Prepare annual reports detailing monitoring activities and results

Task 4.5 Coordination, Planning, and Education

Task 4.5.1 Maintain and enhance communication and collaboration within the 23-member FRCRM as well as between the FRCRM and larger public.

Task 4.5.2 Conduct monthly FRCRM meetings augmented with frequent general public/stakeholder meetings and watershed project tours.

Task 4.5.3 Maintain and enhance excellent programmatic and planning collaboration amongst the signatory entities of the IRWM.

Task 4.5.4 Maintain and enhance current K-12 watershed education, including special events such as the regionally recognized Watercourse tour.

2. Provide Plumas County with project progress reports (Monthly Reports, Project Completion Report, Grant Completion Report, and Post Performance Report) to meet the requirements of the Grant Agreement.
3. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement in carrying out the work under this Funding Agreement.
4. Submit invoices to the County no more frequently than monthly for all reimbursable work set forth in the Grant Agreement, as shown in this Funding Agreement, including all supporting documentation required by the County to obtain reimbursement from CA-DWR.

C. PLUMAS COUNTY SHALL:

1. Disperse up to \$408,544.49, of which \$208,544.49 has been invoiced and dispersed less 10% retention (\$20,854.49). The remaining amount to be dispersed is \$200,000 of grant funds to Contractor to reimburse expenses identified in the budget and work plan of the Quincy Wetlands Project.

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

1. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. **PRINCIPAL CONTACTS.** The principal contacts for this agreement are, and any notice required or permitted under this agreement shall be provided in writing to, the following contacts:

Contractor Project Contact

Larry Sullivan
900 Spanish Creek Road
Quincy, CA 95971

Plumas County Project Contact

Randy Wilson
555 Main Street
Quincy, CA 95971

Phone: 530-283-0836

Phone: 530-283-6214

3. **PAYMENT**. Payment shall be made by the County to Contractor upon receipt of grant funds from CA-DWR. The processing of payment requests by CA-DWR is beyond the control of the County and payment of Contractor billings may exceed typical payment cycles. Depending on the County's available cash resources, the County may, in its sole discretion, make payment to Contractor prior to receiving payment from CA-DWR.
4. **COMMENCEMENT/EXPIRATION DATE**. This Funding Agreement is executed as of the date of the last signature and is effective until December 31, 2015, at which time it will expire unless extended.
5. **TERMINATION**. The County may terminate this Funding Agreement at any time without cause upon notice to Contractor. Upon notice of termination, Contractor shall cease any further work under this agreement and submit a final invoice for any work that has already been completed.
6. **INDEMNIFICATION**. Each party shall indemnify, defend, and hold harmless the other party and its officers, employees and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from negligent acts, willful acts, or errors or omissions of that party, or that party's employees or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
7. **INDEPENDENT CONTRACTOR**. The parties understand and agree that Contractor is an independent contractor and that no employment relationship between Contractor and the County of Plumas is created by this Funding Agreement. The County's workers' compensation insurance does not cover Contractor or any member of the Contractor's staff. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed by this Funding Agreement are performed. This Funding Agreement is not an agency agreement, and Contractor is not an agent or legal representative of the County of Plumas for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the County of Plumas, or to bind the County of Plumas in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Contractor shall become an employee or agent of the County of Plumas for any purpose.
8. **ASSIGNMENT**. The rights and duties established by this Funding Agreement are not assignable by either party, in whole or in part, without prior written consent of the other party.
9. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

10. **SEVERABILITY**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

In executing this Funding Agreement, the County (Grantee) demonstrates that Contractor (the designated Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between CA-DWR and County (Grantee).

The PARTIES HERTO have executed this instrument.

QUINCY COMMUNITY SERVICES DISTRICT

PLUMAS COUNTY

LARRY SULLIVAN
General Manager

DATE

RANDY WILSON DATE
Planning Director

Approved as to form:

R. Craig Settlemire, Esq.
R. Craig Settlemire
Plumas County Counsel
4/22/15

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Burkheard Bohm, a sole proprietorship (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy Three Thousand Nine Hundred Ninety Dollars (\$73,990.00).
3. Term. The term of this agreement shall be one year from May 5, 2015 through December 31, 2015, ~~2016~~, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds except for services already provided, but not yet paid to Contractor, or furnish any other consideration under this Agreement, and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of

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

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
10. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. **Choice of Law.** The laws of the State of California shall govern this agreement.
14. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
20. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 20, the "County") as additional insureds. The Additional Insured endorsement shall be at least as

broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

County:

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

Contractor:

Burkheard Bohm 150
Woodside Drive
San Anselmo, CA 94960
Attention: Burkheard Bohm, Sole Proprietorship , Burkheard Bohm, water@gotsky.com
530-836-2208

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. **Retention of Records.** Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Burkheard Bohm, a sole proprietorship

By: _____
Name: Burkheard Bohm Title: Owner
Date signed:

COUNTY:

Plumas County, a political subdivision

By: _____
Name: Randy Wilson
Title: Planning Director

SM COUNTY INITIALS

Date signed:

APPROVED AS TO FORM:

R. Craig Settlemire, Deputy 4/22/15
R. Craig Settlemire
Plumas County Counsel

EXHIBIT A

Project: Sierra Valley Well Assessment and Basin Management Project

General Scope of Work:

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

Contractor shall coordinate well inventory with Plumas County Environmental Health and Sierra County Groundwater Management District.

Task 1. – Implementation:

Task 1.1 Well Inventory and Basin Assessment – Sierra Valley

Task 1.1.1 Well Inventory

- Field locate inactive, abandoned, and drinking water wells in Sierra Valley using GPS.
- Transfer GPS well locations to a database.
- Collect well construction data and summarize statistics on section maps.
- Collect groundwater level and pumping data and create time series diagrams.

Task 1.1.2 Assessment of Water Quality

- Review historical WQ data, identify data gaps.
- Field work – sample available DWR/SVGMD monitoring wells sampled in 2002 (27 wells).
- Field work – sample available monitoring wells sampled before 2002 (51 wells).
- Sample SVGMD wells MW-2 through MW-5.
- Generate a 3D presentation of groundwater quality data.

Task 1.1.3 Assessment of groundwater flow – source and sink areas

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

Task 1.1.4 Collect and analyze groundwater pumping volumes

- Volume over time intervals
- Estimate water removed vs storage

Task 1.1.5 Hydrologic budget

- Water budget
- Solute budget

Task 1.1.6 Reporting and Meetings

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

Task 1.1.7 Lab Analysis

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

EXIBIT B

Compensation for services for the Contractor shall be at a rates as specified above and not to exceed \$73,990 in total compensation. Invoices shall be submitted to the Planning Director. The invoices shall contain details on the work performed, hours spent and by type of staff-Principal or Project Staff and other Direct Costs in accordance with the above fee schedule. Invoices will be paid within 30 days after reimbursement by CA-DRR for invoices submitted to the Planning Director.

Compensation for services for the Contractor shall be at a rate of \$100 per hour.

SECOND AMENDMENT TO AGREEMENT 201300284

by and between

PLUMAS COUNTY

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

The Agreement between **Plumas County** ("COUNTY and SPONSOR"), and **The Regents of the University of California** on behalf of its Davis campus ("CONTRACTOR and UNIVERSITY"), entered into October 17, 2012 and amended on July 23, 2013, is hereby amended as set forth below.

The purpose of this Amendment is to extend the period of performance through December 31, 2015. The specific modifications to the Agreement are as stated below:

Article 3 – Period of Performance is hereby revised to read:

The work under this research agreement shall be performed beginning July 1, 2012 through **December 31, 2015**, unless otherwise changed in accordance with the "**Termination**" and "**Modifications and Amendments**" Articles of this Agreement.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

PLUMAS COUNTY

By: _____

Name: _____

Title: _____

Date: _____

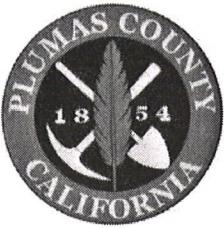
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Kelly N. Musselman

Title: Contracts and Grants Analyst
Office of Research, Sponsored Programs

Date: _____



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

26

Dony Sawchuk
Director

Meeting Date: **May 5, 2015**

To: **The Honorable Board of Supervisors**

From: **Dony Sawchuk, Director**

Subject: **Facility Services recommends the Board of Supervisors take the following actions:**

- I. The Board of Supervisors determines this project to be Categorically Exempt under Section 15302(c) of the CEQA Guidelines making the following findings:
 - A) The project replaces the existing electric hot water boiler heating system for the Plumas County Health and Human Services Building and the Feather River College dormitory buildings and as such is a utility system replacement involving negligible or no expansion in capacity as the buildings to be heated exist and will not be expanded because of this utility system replacement.
 - B) The Northern Sierra Air Quality Management District (NSAQMD) can issue a ministerial permit for this utility system replacement under its existing rules and as such the issuance of a permit by the NSAQMD is exempt from CEQA.
- II. Approve placing a biomass-fired combined heat and power energy system at the Plumas County Health and Human Services Facility in accordance with the California Energy Commission approved grant submitted by the Sierra Institute for Community and Environment.

BACKGROUND

SUMMARY OF THE EXISTING HEATING AND COOLING GROUND LOOP SYSTEM:

The system is comprised of 64 individual heat pumps connected to 84, 200' wells that make up the ground loop heat exchanger.

The ground loop system was originally designed as 110 wells 200' deep and was calculated to extract and absorb the buildings heating and cooling loads. During construction of the Ground Loop system, drilling operations encountered hard rock conditions. Only 84 wells 200' deep

were bored coming up short by 26 wells. This adjustment was made based on a thermal conductivity test performed by BCM's subcontractor that showed that the rock would provide a better thermal transfer than originally calculated and 84 wells would be the equivalent to the 110 wells originally specified. Lefler Engineering, the contract engineer for Nichols, Melberg, Rossetto Architects (NMR), confirmed BCM's results that the reduction in wells to 84 will have adequate capacity to meet the buildings heating and cooling needs.

(See Attachment No. 1)

The original 110 well design was based on a geothermal ground source heat pump loop that provided water between 40 F and 100 F. During the coldest months, Facility Services recorded ground loop temperatures in the mid 20 F range. The low water temperatures tripped the heat pump freeze alarm causing the system to shut down in order to protect the equipment from freezing. This resulted in the inability to meet the temperature set points and heat the building. Lefler Engineering was made aware of the problem and responded with a memo to NMR on January 30, 2007 requesting further information.

To prevent the ground loop heat pumps from shutting down the alarms were modified to trip the pumps at a much lower temperature than the original 35 F setting. The pumps now trip at 15 F and are only protected from freezing by maintaining a 25% solution of glycol in the loop system.

In 2008 Ainsworth Engineering was contracted to troubleshoot the problem and perform a study of the Ground Source Heat Pump System. They stated that the ground loop system was undersized and was unable to provide the required set temperature for the heat pumps to operate efficiently.

On February 5, 2008, Lefler Engineering submitted a memo to NMR. In their opinion, the geothermal field was undersized by 25% causing problems with heating and cooling during very cold periods and very hot periods. Lefler Engineering also wrote that the "contractor's calculations, test results, and assumption were not accurate." Lefler Engineering made several recommendations to correct the ground loop system and among them being the addition of 25% more wells or add a new propane fired boiler to increase the inlet water temperature for heating.

(See Attachment No.2)

An electric boiler formerly used in the sidewalk ice-melt system became the auxiliary boiler connected in line to the system to preheat water from the Geo-Thermal ground loop.

Summary of Actions from the Ainsworth Engineering report include the following main repair/modification recommendations:

- Install 26 more wells to the Ground Loop taking it from 84 to 110 wells as designed
- Installation of auxiliary boiler. (Sidewalk ice-melt boiler became the "temporary" auxiliary boiler and is still in service today)

Each winter the system has failed to perform as specified and many of the heat pump run continuously throughout the winter months to maintain the heat set point in the building.

ENERGY EFFICIENCY STUDY FOR THE COUNTY OF PLUMAS – July 2013

This study was prepared as a result of the County of Plumas' request for assistance under the Energy Partnership Program. The Energy Commission Program assists local governments in identifying projects that can cut energy use and cost in existing and planned facilities. Once the projects are identified, the program can provide additional assistance to help implement or finance the recommendations. This study was conducted for CEC by Digital Energy, Inc., under the direction of Jairam Agaram, P.E. The contract assignment was directed and managed with the assistance of Amir Ehyai of CEC. The Department of Facility Services assisted in the data collection efforts.

A. Focus and Scope of the Audit

During July of 2013, a preliminary survey was conducted for The County of Plumas – Health and Human Services Center by Jai Agaram, P.E of Digital Energy, Inc. along with Amir Ehyai of the California Energy Commission. Based on the initial visit conducted by CEC and Digital Energy, Inc. it was decided to limit the focus of the study to the major HVAC related issues faced by the building. This report discussed the results of the audit and provided information on the next steps for project implementation.

B. Annual Energy Use and Cost

The study used FY 11/12, energy costs and found the County spent \$ 102,669 for electricity at the audited facility.

With respect to a facility area of 52,000 square-feet, the total energy cost per square foot is \$1.974/SFT per year.

C. Project Recommendations

The report identified several projects that could reduce the building's overall energy use and cost. If implemented, these projects could cut overall energy cost by 13%, or an estimated \$13,028 per year. Project included replacing existing auxiliary electric boiler with a propane based boiler, fine tuning of pump speed during heating and cooling, and optimization of HVAC system sequences.

ENERGY COSTS SINCE FY 11/12

This is an update of energy costs following Fiscal Year 11/12 used in the study:

FY 12/13 - \$104,670.82

FY 13/14 - \$104,005.90

FY 14/15 (to date 3/23/15) \$82,816.30

Energy costs have increased in Fiscal Year 2014/2015 and are currently running at +11% over FY 13/14.

PEER MAP – December 2013

Plumas Energy Efficiency and Renewables Management Action Plan (PEER MAP)

Advisory Body was formed by Sierra Institute. The goal of the advisory body was to create a renewable energy action plan across Plumas County emphasizing forest biomass and solar.

Supervisor, Lori Simpson and Director of Facility Services, Dony Sawchuk were invited to be members of the advisory body. PEER MAP needed to identify prime facilities and communities that could benefit from the development of biomass and solar. Facility Services recommended the Plumas County Health & Human Services as one of those facilities.

BIOMASS FIRED COMBINED HEAT AND POWER (CHP) - 2015

The purpose of the proposed project is to fund the design and construction of a biomass-fired combined heat and power (CHP) plant and district energy (DE) system located at Plumas County's Health and Human Services (PCHHS) facility and the neighboring Feather River College (FRC) dormitories in Quincy, CA. This CHP/DE system will have a rated output of 65 kW (electrical) and 800 kW (thermal) and will utilize sustainably harvested forest biomass to provide thermal energy to PCHHS and FRC (six buildings in total) and to generate electricity to offset the electrical consumption of PCHHS.

The objectives of the proposed project are to fund the design, engineering and construction of a CHP plant that will:

- Generate 65kW of electricity;
- Provide up to 800 kW of thermal energy to PHHS and FRC;
- Save over \$100,000 of electricity and propane fuel per year;
- Reduce demand peak by 300 kW;
- Increase markets for forest biomass by 1,000 tons;
- Keep energy dollars local and reduce total energy spending by the county and community college;
- Reduce reliance on fossil fuels by 17,000 gallons (propane); and
- Advance the concept of a net zero energy campus at FRC.

(See Attachment No. 3 – CEC Program Opportunity Notice PON-14-307: Advancing Biomass Combined Heat and Power Technology to Support Rural California, the Environment and the Electric Grid)

FACILITY SERVICES INITIAL REVIEW

After reviewing the completed proposal, Facility Service queried thirteen "Project Questions" to Andrew Hyden, President at Wisewood, Inc. The intention of these questions were to add clarity to the project and items associated with the equipment, process and costs. By asking, we do not assume the project is absence of additional questions or concerns. The Memorandum containing the questions and answers is included in the list of attachments.

(See Attachment 4)

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Plumas County is the Lead Agency for this project. A review of the CEQA Guidelines for this project determined that a Categorical Exemption Section 15302(c) was found to be appropriate for this project. Section 15302(c) is the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

Staff recommends the Board of Supervisors determine this project is Categorically Exempt under Section 15302(c) of the CEQA Guidelines making the following findings:

- A) The project replaces the existing hot water heating system for the Plumas County Health and Human Services Building and the Feather River College dormitory buildings and as such is a utility system replacement involving negligible or no expansion in capacity as the

buildings to be heated exist and will not be expanded because of this utility system replacement.

B) The Northern Sierra Air Quality Management District (NSAQMD) can issue a ministerial permit for this utility system replacement under its existing rules and as such the issuance of a permit by the NSAQMD is exempt from CEQA.

ACTIONS FOR CONSIDERATION

Facility Services recommends the Board of Supervisors take the following actions:

III. The Board of Supervisors determines this project to be Categorically Exempt under Section 15302(c) of the CEQA Guidelines making the following findings:

B) The project replaces the existing electric hot water boiler heating system for the Plumas County Health and Human Services Building and the Feather River College dormitory buildings and as such is a utility system replacement involving negligible or no expansion in capacity as the buildings to be heated exist and will not be expanded because of this utility system replacement.

B) The Northern Sierra Air Quality Management District (NSAQMD) can issue a ministerial permit for this utility system replacement under its existing rules and as such the issuance of a permit by the NSAQMD is exempt from CEQA.

IV. Approve placing a biomass-fired combined heat and power energy system at the Plumas County Health and Human Services Facility in accordance with the California Energy Commission approved grant submitted by the Sierra Institute for Community and Environment.

Dony Sawchuk
Director, Facility Services & Airports