



BOARD OF SUPERVISORS

Vacant, 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 SEPTEMBER 10, 2019 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) INFORMATION TECHNOLOGY

Authorize the Auditor/Controller to pay invoices \$1,396.50 to DLT Solutions and \$7,353 to CDWG, without a contract, for software support; included in the FY 2019-2020 budget [View Item](#)

B) SOCIAL SERVICES

- 1) Approve and authorize the Director of Social Services to sign contract between County of Plumas and U.C. Davis for the purpose of providing technical and program assistance for the County Self-Assessment and Peer Quality Case Review; approved as to form by County Counsel [View Item](#)
- 2) Authorize Social Services to fill vacant, funded and allocated 1.0 FTE Office Assistant I/II position [View Item](#)

C) DISTRICT ATTORNEY

Approve supplemental budget of \$72,608.75 for FY 2018-2019 revenue not budgeted in Alternative Sentencing budget (department 70307); grant award was more than the amount budgeted for expenditures; approved by the Auditor/Controller [View Item](#)

D) ELECTIONS

Certify the State Assembly, District 1, Special Election held on August 27, 2019

E) BEHAVIORAL HEALTH

- 1) Authorize the Director of Behavioral Health to sign letter terminating service agreement with Vista Pacifica Enterprises [View Item](#)
- 2) Approve and authorize the Chair to sign Service Agreement, not to exceed \$10,000, between the County of Plumas and a full-time employee of Behavioral Health for the MHSA Workforce, Education and Training (WET) Behavioral Health Employee Loan Assumption Program; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Service Agreement, not to exceed \$15,000, between County of Plumas and County of Shasta for Homeless Continuum of Care (CoC) coordination provided by the lead agency, Department of Housing and Community Action Agency Programs, through June 30, 2022; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign Service Agreement, not to exceed \$39,396.88, between County of Plumas and NCCHC Resources, Inc. for MAT 2.0 services at the Plumas County Jail; approved as to form by County Counsel [View Item](#)

F) PUBLIC WORKS

Approve and authorize the Chair to sign Amendment No. 11, not to exceed \$135,787.42, between County of Plumas and Stantec Consulting Services, Inc. for On-Call Environmental/CEQA & NEPA Services for the Oakland Camp Road at Spanish Creek Bridge Replacement Project; approved as to form by County Counsel [View Item](#)

G) ENGINEERING

Authorize Engineering to recruit and fill vacant, funded and allocated 1.0 FTE Engineering Technician I position, created by resignation [View Item](#)

2. DEPARTMENTAL MATTERS

A) COUNTY ADMINISTRATOR – Gabriel Hydrick

Adopt **RESOLUTION** of Agreement by the Board of Supervisors of the County of Plumas Adopting a Property Tax Transfer Agreement for Plumas County LAFCo File No. 2019-ANX-0001 California Highway Patrol Facility to Quincy Fire Protection District and American Valley Community Services District. **Roll call vote** [View Item](#)

B) PLANNING – Tracey Ferguson

Approve and authorize the Chair to sign Memorandum of Understanding (MOU) for the Poe Hydroelectric Project (Federal Energy Regulatory Commission Project No. 2107); discussion and possible action [View Item](#)

C) PUBLIC WORKS – Robert Perreault

- 1) Adopt **RESOLUTION** Vacating a Portion of Abernathy Lane in Quincy, as Excess Right-Of-Way No Longer Required for Street or Highway Purposes. **Roll call vote** [View Item](#)
- 2) Adopt **RESOLUTION** to Designate a Portion of County Owned Property as Right-of-Way for Abernathy Lane. **Roll call vote** [View Item](#)
- 3) Approve revised Footprint Plan for the new Plumas County Correctional Facility and Day Reporting Center Project. **Roll call vote** [View Item](#)

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
- C. Appointments

PLUMAS COUNTY COORDINATING COUNCIL

Appoint Gabriel Hydrick, County Administrator, to the Plumas County Coordinating Council

1:00 P.M. AFTERNOON SESSION

4. BOARD OF SUPERVISORS

- A. Report and update by Gabriel Hydrick, County Administrator on the FY 2019-2020 Budget; discussion and possible action regarding various county departments and programs
- B. Review Administrative and Budgetary Controls Consistent with Government Code Sections 29092 and 29125 for Fiscal Year 2019-2020; discussion and possible action [View Item](#)
- C. **CONTINUED PUBLIC HEARING:** The Plumas County Board of Supervisors will continue its public hearing on the FY 2019-2020 County Budget

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Clerk of the Board
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, September 17, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 208
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

David M. Preston
Information Systems Manager

DATE: September 10, 2019
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager
SUBJECT: CONSENT AGENDA ITEM FOR THE MEETING OF SEPTEMBER 10, 2019 RE:
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of payment for software maintenance/support as specified below.

Background and Discussion:

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom written. These packages have no specific contract and are considered "shrink-wrapped" or off the shelf systems. In order to pay these support fees we ask to Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

Vendor	Description	Amount
DLT Solutions	AutoCad Mapping Software Support	\$ 1,396.50
CDWG	McAfee AntiVirus Software Support	\$ 7,353.00

These funds have been budgeted as part of the 2019/2020 IT budget.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

IBI
(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: AUGUST 26, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 10, 2019, CONSENT AGENDA

RE: APPROVAL OF A CONTRACT WITH U.C. DAVIS FOR THE PURPOSE OF
PROVIDING TECHNICAL AND PROGRAM ASSISTANCE FOR THE COUNTY
SELF ASSESSMENT (CSA) AND PEER QUALITY CASE REVIEW (PQCR)

It is Recommended that the Board of Supervisors

1. Approve the enclosed contract (# cws-19-20) with U.C. Davis for providing assistance and support to the Department of Social Services for the CSA report and Peer Quality Case Review.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Background and Discussion

California Assembly Bill 636 (Steinberg, October 2001) established the Child Welfare Outcomes and Accountability System to (a) assess how changes in the Child Welfare system at the county level affect children and their families in terms of specific outcomes, and (b) establish accountability for outcome performance in each of California's 58 counties. The mechanism for achieving these two broad objectives is the California Child and Family Service Reviews (C-CFSR).

A component of this plan and its subsequent updates is to initiate Peer Quality Case Reviews (PQCR) as an element of implementing promising social work practices that improve the assessment of family functioning and through such assessments, strengthen families.

Financial Impact

The contract agreement includes compensation for the services provided by U.C. Davis in the amount of \$34,998. The cost for performing this work is subject to the State's allocation of funds

or Child Welfare Services System Improvement Activities and consequently is split between federal and state funding sources. There is no local match required for this activity.

Other Agency Involvement

County Counsel has reviewed the proposed contract and approved it as to form.

Copies: PCDSS Management Staff

Enclosures (2)

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852Agreement CWS-19-20Agreement for Services
UC Davis Continuing and Professional Education

This Agreement is made this 1st day of August, 2019, by and between The Regents of the University of California, a California corporation ("University") acting for and on behalf of the Davis campus UC Davis Continuing and Professional Education and Plumas County Department of Social Services ("Client.")

TERMS AND CONDITIONS

1. Definition Of Service. Services of University's Peer Review, County Self-Assessment will be furnished to Client only for the purposes stated in the Exhibit A, attached. Additional work will be performed only if authorized in advance by written amendment to this agreement executed by both parties.
2. Term. The term of this agreement shall be from 9/1/2019 through 12/31/2020.
3. Termination. This agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.
4. Contacts & Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

University:
Financial Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, California 95618
(530) 757-8669

Client:
Plumas Co. Dept. of Social Services
Attn: Debbie Wingate
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
(530) 283-6350

Questions about the services should be directed to:

University:
Center for Human Services
UC Davis Continuing and
Professional Education
1632 DaVinci Ct
Davis, CA 95618

Client:
Plumas Co. Dept. of Social Services
Attn: Debbie Wingate
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971

5. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
6. Rates. Charges for services rendered under this agreement shall be in accordance with Exhibit A.
7. Payment Of Charges. Client shall pay for services rendered by University within thirty (30) days following receipt of University's invoices. University shall have the right to terminate this agreement without notice if Client fails to pay charges for services rendered hereunder within sixty (60) days following Client's receipt of University's invoice. Client shall pay University for all services rendered up to the date of termination of this agreement, regardless of the reason for termination.
8. Disclaimer Of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE CLIENT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.
9. Non-Liability Of University.
 - A. University shall not be liable, by reason of its performance, delay in performance, or nonperformance under this agreement, for any loss of profits or revenues, claims against Client by any third party, or special, incidental, indirect, punitive or consequential damages, even if foreseeable or if University is advised of the possibility of such loss, claims, or damages. Client agrees that University's liability hereunder for damages, regardless of the form of action, shall not exceed the total of all charges paid by Client for the particular services rendered.
 - B. University shall incur no liability to Client or to any third party for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by Client or delivered to University by Client in connection with this agreement. Client accepts all liability for risk of loss to any and all such property.
10. Indemnification And Insurance Of Client. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
11. Confidentiality Of Information. University shall use its best efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by Client in connection with this agreement and designated by Client, in

writing, as confidential. Client agrees to reimburse University in full for any costs it may incur in order to protect information, in accordance with Client's request, by means not normally employed by the University for that purpose; Client understands and agrees, however, that University shall have no obligation to comply with any such request of Client.

12. University Name. No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
13. Relationship Of The Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
14. Time Limit For Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.
15. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
16. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of California; parties agree to resort solely to the courts of the State of California for any relief under this agreement.
17. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

In witness whereof, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
Name: Susan Catron, MPPA, EdD
Dean
UC Davis Continuing and
Professional Education

Date: _____

FEIN: 94-6036494

PLUMAS CO. DEPT. OF
SOCIAL SERVICES

By: Neal Caiazzo
Name: Neal Caiazzo, Director

Date: 8.26.19

Approved as to form:

8/27/19
Gretchen Stuhr
Deputy Plumas County Counsel

Exhibit A

Work Description And Estimate

1. University will provide the following:

- a. Provide technical assistance in preparation and facilitation of a County Peer Review; participate in planning meetings on-site or by conference call as scheduled.
- b. Provide support and facilitation for a 1 day County Self -Assessment community Stakeholder meeting.
- c. Provide support and facilitation for a 1 day SIP Meeting.
- d. Coordinate all logistical needs related to the peer review; reserve venue, provide supplies and materials, provide A/V needs and arrange catering.
- e. Coordinate all logistical needs related to the 1 day County Self -Assessment community Stakeholder meetings; reserve venue, provide supplies and materials, provide A/V needs and arrange catering (one each in north and south county).
- f. Provide travel reimbursement for peer county staff members participating on interview teams. Original Itemized receipts for all travel and reimbursable expenses are required.
- g. Review and compile data from peer interviews and focus groups and submit to County.
- h. Research and provide county demographic information.
- i. Provide technical assistance and support for the development of the CSA report. Create structure for writing the CSA report (timeline of sections with to-do lists); manage the report draft and edit for inclusion of all CSA required sections, assist in writing the draft and final draft CSA report based on information obtained from County staff; incorporate feedback and changes from planning committee and Leadership.
- j. Structure for writing the SIP report (timeline of sections with to-do lists); manage the report draft and edit for inclusion of all CSA required sections, assist in writing the draft and final draft SIP report based on information obtained from completed CSA and County staff; incorporate feedback and changes from planning committee and Leadership.

2. Client will provide the following:

- a. Client shall participate in conference calls with state consultants and University experts

- b. Client shall identify and make designated staff available to participate in the Peer Review process prior to the event and during the event.
- c. Client will coordinate all Peer Review related logistical requirements through University.
- d. Client will gather information and provide analysis for all required sections of the CSA and SIP, review required CSA sections and provide input and data as needed, review and revise drafts of CSA document that are submitted to CDSS
- e. Client will cooperate with University's subject matter experts.

3. **Total cost under this Service Agreement:** **\$ 34,998.00**



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

NEAL CAIAZZO
DIRECTOR

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

DATE: AUGUST 29, 2019
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 10, 2019, CONSENT AGENDA
RE: AUTHORIZATON TO FILL A VACANT OFFICE ASSISTANT I/II POSITION

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill one vacant 1.00 FTE Office Assistant I/II position as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a vacancy in the Office Assistant (OA) I/II class. The position became vacant effective September 11, 2019. This OA position performs application screening for applications for assistance, clerical reception, finger imaging and telephone reception for the Department. The work is critical to effectively serving the public and to meeting our requirement to screen applications for emergencies.

The Department requests the authority to fill the position as soon as administratively feasible.

Financial Impact

This is a budgeted and funded position. There is no impact to the General Fund as funding comes from federal, state and 1991 Realignment sources.

Copies: DSS Management Staff

Enclosures

Position Classification: Office Assistant I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the C-IV system including the initial eligibility application for public assistance benefits. The incumbent sorts and delivers incoming Departmental mail and, may make deliveries to the Courthouse.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Office Assistant – Clerk/Receptionist

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

Answer: Yes. Public social services are state mandated.

- 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. The position performs state mandated fingerprint imaging and screening of applicants.

- How long has the position been vacant?

Answer: The position became vacant effective September 11, 2019.

- 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 perform tasks associated with eligibility determinations due to not having a clerk receptionist that can log in and conduct screening for program eligibility.

- 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 .

- 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.

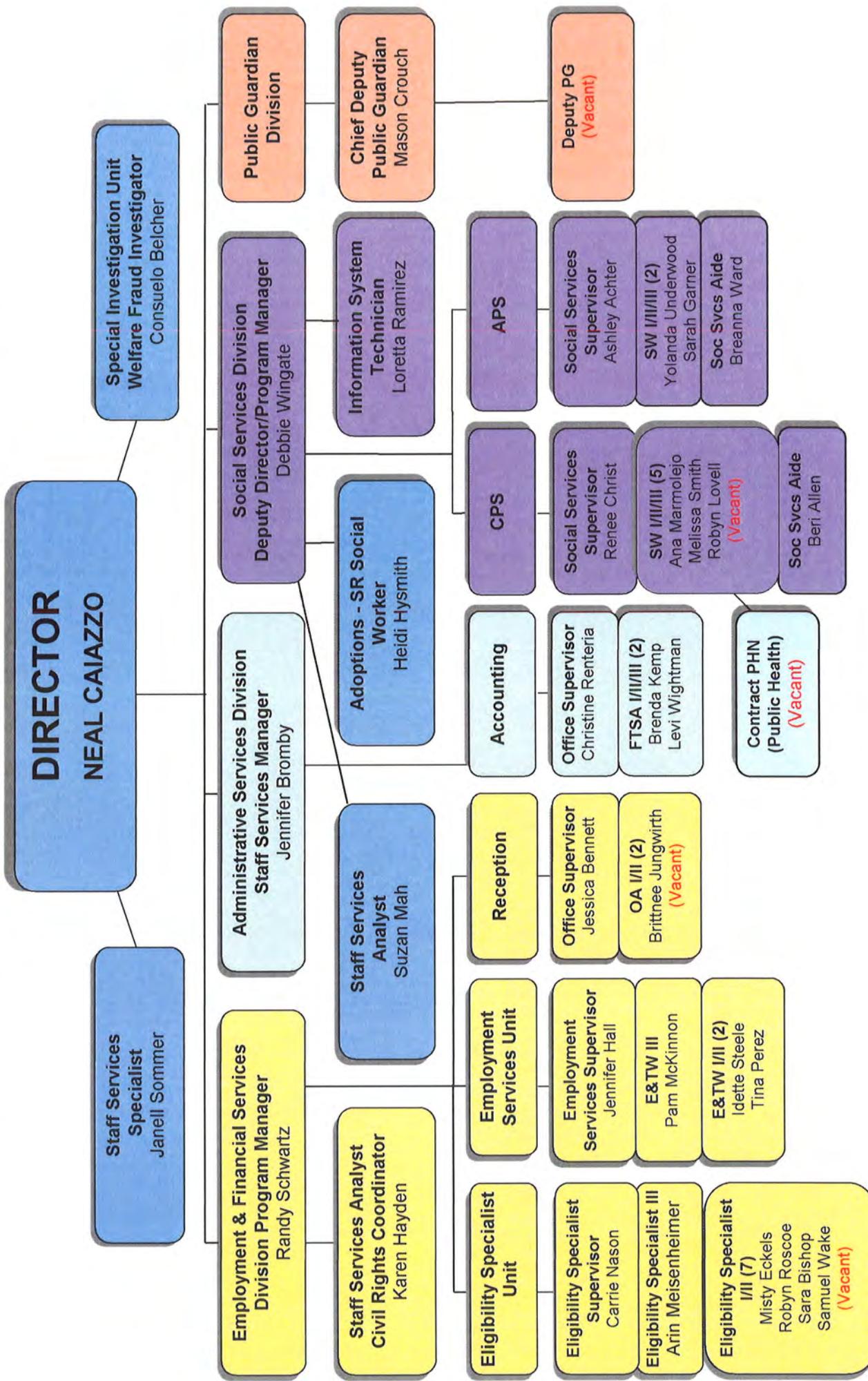
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





1c

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: August 27, 2019
To: Honorable Board of Supervisors
From: David Hollister, District Attorney
Agenda: Item for September 10, 2019

DAJem

Recommendation:

Approve supplemental budget request in the amount of \$72,608.75 for revenue not budgeted in Alternative Sentencing.

Background and Discussion

This is a supplemental budget request for the Alternative Sentencing budget (dept 70307) in the amount of \$72,608.75. The grant award budget is more than the amount that was budgeted for expenditures in FY 18/19.

This will clean up the negative balance in the Alternative Sentencing budget for year end.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director



DATE: September 10, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director *(Signature)*

SUBJECT: Consent Agenda

Recommendation

It is respectfully requested that the Board of Supervisors to authorize and direct that a 30-day written notice be given to terminate the Services Agreement with Vista Pacifica Enterprises.

BACKGROUND AND DISCUSSION:

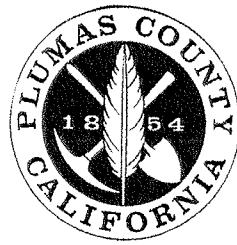
Requesting that the Board of Supervisors authorize and direct that a 30-day written notice be given to terminate the 2019/2020 Services Agreement with Vista Pacifica Enterprises for residential treatment. We no longer need to utilize this Southern California facility, as there are treatment centers better located to meet the consumer needs.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D. Director



September 10, 2019

Cheryl Jumonville-President
Vista Pacifica Enterprises, Inc.
3674 Pacific Ave.
Jurupa Valley, CA. 92509

Re: Notice of Termination of Service Agreement

Dear Ms. Jumonville:

This letter will serve as written notice to you, pursuant to paragraph 5 of the Services Agreement BH-151 between you and the County of Plumas originally approved by the Plumas County Board of Supervisors on June 18, 2019, that such Services Agreement (and any and all extensions thereto) is terminated effective 30 days after the date of this letter. This action was authorized by the Plumas County Board of Supervisors at a meeting on September 10, 2019.

Thank you for your services to the clients and staff of Plumas County Behavioral Health. If you have any questions or comments concerning the matters addressed in this letter, please do not hesitate to contact me.

Sincerely,

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

Tony Hobson Ph.D.
Director Plumas County Behavioral Health

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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

Tony Hobson, Ph.D., Director



1E2

Date: August 30, 2019

To: Honorable Board of Supervisors

From: Tony Hobson, Director

Re: Consent Agenda Item for September 10, 2019 Meeting

Item Description: Requesting the Board to approve and direct the Chair to sign a Service Agreement in the amount of \$10,000 between the County and a full-time employee of Plumas County Behavioral Health for the MHSA Workforce, Education and Training (WET) Behavioral Health Employee Loan Assumption Program.

Recommendation: It is respectfully requested that the Board of Supervisors approve and direct the Chair to sign a Service Agreement in the amount of \$10,000 between the County and a full-time employee of Plumas County Behavioral Health, as part of the Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET), described within the current, approved MHSA Program and Expenditure Plan, 2017-20.

Background: Plumas County has identified a need for greater local incentives in effort to "grow our own" Behavioral Health staff for hard-to-fill licensed clinical positions. The Department is offering a local incentive program to its eligible employees who have completed a degree toward licensure in its hard-to-fill positions. Such positions may include, but are not limited to, required degrees such as a Master's in Social Work (MSW) or a Doctorate in Psychology, that lead to continued employment of licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as psychiatric nurse practitioners and professional administrators – who choose to work for the local public mental health plan.

The program enrolls up to six full-time Department employees each year through its competitive application process, for up to \$10,000/per year loan assumption paid by the Department for a full-time employee who has demonstrated completion of the equivalent of twelve continuous months of employment. The mandated MHSA lifetime maximum per employee is \$60,000 combined, whether they apply for local WET funds or through the statewide competitive OSHPD program. The statewide program funding cycle is currently closed. Having a local loan assumption program allows for PCBH to offer this incentive regardless of funding availability through the statewide OSHPD program.

Local authority to support a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850, which states, "Workforce Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level."

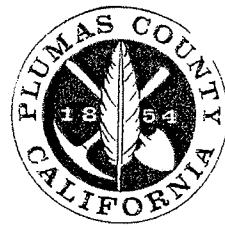
No General Fund monies will be used for this program. The Service Agreement has been approved to form by County Counsel, and FY19-20 WET funds have been allocated for this purpose.

Thank you.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Juanita LaMattina

Title/Position: Behavioral Health Therapist I/MSW Intern

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

(Financial Institution Name)

(Financial Institution Mailing Address)

(Employee's Educational Loan Account Number)

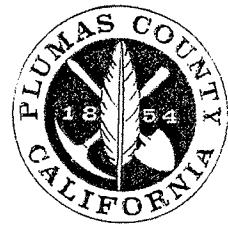
- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent, as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from September 1, 2017 to August 31, 2018. Amount of educational loan assumption to be made for this Service Agreement period is Ten Thousand Dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

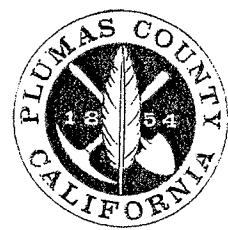
I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Juanita LaMattina

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.

Behavioral Health Director

Date

Kevin Goss, Chair

Board of Supervisors

Date

ATTEST:

Nancy DaForno, Board Clerk

APPROVED AS TO FORM:

The signature of R. Craig Settemire, County Counsel, in cursive ink.

R. Craig Settemire
County Counsel

8/27/2019

Date

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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

Tony Hobson, Ph.D., Director



Date: August 30, 2019

To: Honorable Board of Supervisors

From: Tony Hobson, Director

Agenda: Consent Agenda Item for September 10, 2019 Meeting

Item Description: Requesting the Board to approve and authorize the Chair to sign a Service Agreement between the County and the County of Shasta, not to exceed the amount of \$15,000, for Homeless Continuum of Care (CoC) coordination provided by the lead agency, Department of Housing and Community Action Agency Programs, through June 30, 2022.

Recommendation: It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign a Service Agreement between the County and the County of Shasta, not to exceed the amount of \$15,000, for Homeless Continuum of Care (CoC) coordination provided through its lead agency, Department of Housing and Community Action Agency Programs, through June 30, 2022, to Plumas County as part of the seven-county consortium of agencies (NorCal CoC) interested in issues involving and providing services to homeless populations.

Background and Discussion: Plumas County Behavioral Health (PCBH) is partnering with Sierra County Health and Human Services Agency, as well as Plumas County stakeholders and agencies that provide direct services and supports to homeless individuals and families. As part of this Homeless CoC and its larger seven-county consortium, Plumas and Sierra Counties and its stakeholders are partnering with the NorCal CoC to meet U.S. Housing and Urban Development (HUD) and CA State Department of Housing and Community Development (HCD) threshold requirements of the *No Place Like Home Program* non-competitive and competitive applications to fund future permanent supportive housing in mixed housing developments. These threshold requirements include but are not limited to implementation of a local homeless CoC, Homeless Management Information System, and Coordinated Entry System.

The Department committed *No Place Like Home Program* Technical Assistance Grant funds in FY18-19 and again for funding in FY19-20 to support this CoC coordination participation fee. However, for subsequent fiscal years through June 30, 2022, other county agencies and organizations will be required to provide a share of cost to participate in the CoC programs beginning July 1, 2020.

No General Fund monies will be used for this purpose. The Service Agreement has been approved to form by County Counsel.

Thank you.

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND COUNTY OF PLUMAS

This agreement is entered into between the County of Shasta, through its Department of Housing and Community Action Agency Programs, a political subdivision of the State of California (“Shasta”) and County of Plumas, a political subdivision of the State of California (“Plumas” (collectively, the “Parties” and individually a “Party”) for the purpose of participating in a collaborative effort known as Continuum of Care (“CoC”).

RECITALS

WHEREAS, the Redding/Shasta County Homeless Continuum of Care (“CoC”) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou; and

WHEREAS, Shasta has entered into an agreement with the CoC Coordinator to provide duties as described below; and

WHEREAS, the CoC has designated Shasta to operate the CoC’s Homeless Management Information System (“HMIS”) on behalf of the CoC as the Lead Agency; and

WHEREAS, Shasta has agreed to be the Lead Agency; and

WHEREAS, Shasta and Plumas both are participants in the CoC.

NOW, THEREFORE, Shasta and Plumas agree as follows:

Section 1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

- A. Continuum of Care (“CoC”) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals.
- B. Pursuant to 24 Code of Federal Regulations (“CFR”) 578.7(a)(8), Coordinated Entry System (“CES”) means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the Continuum of Care’s geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- C. Emergency Solutions Grant Program (“ESG”) means funds provided through State of California Department of Housing and Community Development (“HCD”) for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.

D. “HUD” means United States Department of Housing and Urban Development.

Section 2. RESPONSIBILITIES OF SHASTA.

Pursuant to the terms and conditions of this agreement, Shasta shall:

- A. Perform the CoC Coordinator duties, including but not limited to:
 - a. Coordinate the CoC activities through a collaborative process including monthly meetings that include agenda and minutes, and participating on CoC subcommittees as directed by the CoC Executive Board.
 - b. Coordinate and work collaboratively with contractor(s) responsible for developing and submitting grant applications related to CoC funding opportunities including but not limited to managing the annual Collaborative Application grant in accordance with HUD and the CoC Notice of Funding Available and the HCD ESG program.
 - c. Evaluate programs for the CoC Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 housing projects and ESG programs, regularly monitoring compliance and achievement of performance measures.
 - d. Participate in the continued development, oversight and implementation of HMIS, CES, and annual multi-countywide Point-In-Time homelessness surveys.
 - e. Perform outreach to business and corporate organizations, including chambers of commerce to form public/private partnerships to address local issues of homelessness.
 - f. Reserve the right to enter into a contract with a qualified contractor to perform the above duties.
- B. Provide staffing for operation of HMIS including but not limited to:
 - a. Preparation and submission of annual reports as required by HUD.
 - b. Attend and host HMIS user meetings at least quarterly.
 - c. Maintain Policies and Procedures for HMIS as required by HUD.
 - d. Manage HMIS User contracts for HMIS Users in Plumas County.
 - e. Ensure HMIS software meets the minimum data and technical functionality requirements established by HUD.
 - f. Provide and coordinate technical assistance and support.
 - g. Establish and monitor data quality being entered by HMIS users in Plumas County.
- C. Enter into a contract for HMIS software or program, such as “ServicePoint”, or similar product, with a designated HMIS software provider.
- D. Develop standard reports and queries of HMIS data.
- E. Oversee changes to the HMIS software through coordination with the software provider and HMIS Users.

- F. Conduct initial training and annual trainings for HMIS users according to the HMIS Policies and Procedures, incorporated and attached herein as Attachment A.
- G. Attend Plumas County Board of Supervisors meetings at least once during the contract period to provide an update regarding progress of the CoC.

Section 3. RESPONSIBILITIES OF PLUMAS.

Pursuant to the terms and conditions of this agreement, Plumas shall:

- A. Shall compensate Shasta as prescribed in sections 4 and 5 of this agreement.
- B. Assign a staff member to attend CoC Executive Board meetings.
- C. Assign a staff member to attend CoC monthly meetings.

Section 4. COMPENSATION.

- A. Plumas shall pay to Shasta a sum of \$5,000 for the services described in this agreement per fiscal year beginning July 1, 2019.
- B. Plumas shall pay to Shasta a maximum of \$15,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$15,000.

Section 5. BILLING AND PAYMENT.

Shasta shall submit an invoice to Plumas each fiscal year no later than September 30th of that fiscal year. Plumas shall make payment within 30 days of receipt of Shasta's correct and approved statement or invoice. Should Plumas, or the state or federal government, disallow any amount claimed by Shasta, Shasta shall reimburse Plumas, or the state or federal government, as directed by Plumas, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

- A. The initial term of this agreement shall be for one year beginning on July 1, 2019 and ending June, 30, 2020. The term of this agreement may be extended by Plumas for two additional one-year terms under the same terms and conditions. Unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, Plumas shall not be obligated for payments hereunder for any future Plumas fiscal year unless or until Plumas's Board of

Supervisors appropriates funds for this agreement in Plumas's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the Plumas County's fiscal year commences on July 1 and ends on June 30 of the following year. Plumas shall notify Shasta in writing of such non-appropriation at the earliest possible date.

- B. Notwithstanding the foregoing, Shasta shall not be obligated for providing its responsibilities hereunder for any future Shasta fiscal year unless or until Plumas's Board of Supervisors appropriates funds for Shasta's responsibilities in this agreement in Shasta's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last fiscal year for which funds for Shasta's responsibilities in this agreement were appropriated. For the purposes of this agreement, Shasta County's fiscal year commences on July 1 and ends on June 30 of the following year. Shasta shall notify Plumas in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Shasta fails to perform its duties to the satisfaction Plumas, or if Shasta fails to fulfill in a timely and professional manner Shasta's responsibilities under this agreement, or if Shasta violates any of the terms or provisions of this agreement, then Plumas shall have the right to terminate this agreement effective immediately upon the Plumas giving written notice thereof to Shasta.
- B. Either Party may terminate this agreement without cause on 30 days' written notice.
- C. Plumas may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Plumas's right to terminate this agreement may be exercised by Plumas's Board of Supervisors. Shasta's right to terminate this agreement may be exercised by the Shasta's County Executive Officer ("CEO") or his/her designee, or by the Director of the Shasta's Department of Housing and Community Action Agency Programs Director ("Director").

Section 8. ENTIRE AGREEMENT/AMENDMENTS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Shasta shall be entitled to no other benefits other than those specified herein.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original

intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Plumas and Shasta, provided that the amendment is in substantially the same format as the Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Shasta, Shasta may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of Plumas. The waiver by Shasta or Plumas of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS.

During the entire term of this agreement, both Parties are to be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either Party to exercise discretion or control over the professional manner in which either Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by either Party shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Plumas is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Both Parties shall be fully responsible for their payment of all taxes due to the State of California or the federal government. Plumas shall not be liable for deductions for any amount for any purpose from Shasta's compensation. Shasta shall not be eligible for coverage under Plumas's workers' compensation insurance plan nor shall Shasta be eligible for any other Plumas benefit.

Section 11. INDEMNIFICATION.

- A. Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, subcontractors, or volunteers.

Section 12. INSURANCE COVERAGE.

Plumas and Shasta are both covered, and will remain covered throughout the term of this Agreement by policies of insurance or programs of self-insurance, for general liability, automobile liability, professional liability, property, workers' compensation and employer's liability. Upon request by one Party a certificate of coverage will be furnished to the other Party.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Shasta or if any lawsuit is instituted concerning Shasta's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Plumas, Shasta shall give prompt and timely notice thereof to Plumas. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Neither Party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Both Parties represent that they are in compliance with and agrees that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Shasta under this agreement shall be used by Shasta for sectarian worship, instruction, or proselytization. No funds or compensation received by Shasta under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, both Parties shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

City, federal, and state officials shall have access to any books, documents, papers, and records of Shasta that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Shasta or Plumas. Except where longer retention is required by federal or state law, Shasta shall maintain all records for five years after expiration of this contract. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 16. CONFLICTS OF INTEREST.

Neither Party, nor any of either Party's respective officers and employees shall have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 17. NOTICES.

- A. Except as provided in section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to Shasta:	Director Shasta County Department of Housing and Community Action Agency Programs 1450 Court Street, Suite 108 Redding, CA 96001 Telephone: (530) 225-5160 Fax: (530) 225-5178
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If to Plumas:

Director of Health and Social Services
County of Plumas
270 County Hospital Road, Suite 109
Quincy, CA 95971
Telephone: (530) 275-6307
Fax: (530) 275-6425

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 17.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County of Shasta as provided for in this agreement may be executed and/or exercised by the CEO.

Section 18. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 19. COMPLIANCE WITH POLITICAL REFORM ACT.

Both Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and each Party will comply with that Party's respective Conflict of Interest Code, with regard to any obligation on the part of the respective Party's obligation, if any, to disclose financial interests and to recuse from influencing any decision which may affect the Party's financial interests.

Section 20. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 21. CONFIDENTIALITY OF CLIENT INFORMATION.

Each Party shall comply with, and require all of the Party's respective employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 22. PERFORMANCE STANDARDS.

Shasta shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Shasta's work or services.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or county ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Signature Page to Follow

IN WITNESS WHEREOF, Plumas and Shasta have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF PLUMAS

CHAIR
BOARD OF SUPERVISORS
COUNTY OF PLUMAS

DATE: _____

Approved as to form:
R. CRAIG SETTLEMIRE
Plumas County Counsel



8/21/19

By: Gretchen Stuhr
Deputy County Counsel

DIRECTOR

Tony Hobson
Plumas County Behavioral Health

COUNTY OF SHASTA

LAWRENCE G. LEES
COUNTY EXECUTIVE OFFICER
COUNTY OF SHASTA

DATE: _____

Approved as to form:
RUBIN E CRUSE, JR.
County Counsel

By: Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: _____
James Johnson
Risk Management Analyst III

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Director Tony Hobson, Ph.D.



IE4

DATE: August 28, 2019

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

RECOMMENDATION

It is respectfully requested that the Board of Supervisors approve and authorize The Board Chair to sign the agreement between Plumas County Behavioral Health and NCCHS Resources, Inc. The agreement has been approved to form by County Counsel.

Background and Discussion

This agreement covers services from NCCHC Resources, Inc. to provide: review, training and drafting of policies and procedures for Medicated Assisted Treatment in the jail.

No county general funds are involved in this agreement. Any costs associated with this matter are covered by a grant.



IF

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

CONSENT AGENDA REQUEST

For the September 10, 2019 meeting of the Plumas County Board of Supervisors

Date: August 30, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink that reads "Robert A. Perreault".

Subject: **Authorize Execution of Amendment No. 11 to Professional Services Agreement for “On-call Environmental/CEQA & NEPA Services” for the “Oakland Camp Road at Spanish Creek Bridge Replacement Project” in the amount of \$135,787.42.**

Project Background:

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Oakland Camp Road at Spanish Creek Bridge (#9C-0101) Replacement Project. The project site is located on County Road 404A (Oakland Camp Road), at post mile 0.8, northeast of Quincy and State Route 70. This road provides vehicular access through Plumas National Forest and to the Oakland Camp. The existing structures are a one-lane, steel-girder bridge with an overlay on corrugated steel deck placed on concrete abutments and an adjacent 165-foot-long low-water crossing. The California Department of Transportation (Caltrans) has deemed the bridge crossing functionally obsolete. The County proposes to replace the old bridge and low-water crossing with a new, two-lane bridge approximately 26 feet wide and 240 feet long. The new proposed bridge type is anticipated to be a pre-cast, pre-stressed concrete slab, five-span structure supported by either pile footings or spread footings. The County will coordinate with Plumas National Forest to obtain a formal road easement for the proposed project.

The project is federally-funded through the Highway Bridge Program (HBP), which is administered by Caltrans. The technical studies completed under this task order will be reviewed and approved by Caltrans.

The Scope of Work shall include nine (9) Base Tasks and one (1) Optional Task as identified in the Scope of Work, which is attached to the attached contract as Exhibit "A". The Optional Task will be undertaken upon authorization to proceed by the Director of Public Works.

The attached Amendment No. 11 has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 11 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental/CEQA & NEPA Services for the “Oakland Camp Road at Spanish Creek Bridge Replacement Project” in the amount not to exceed \$135,787.42.

Attachment: Amendment No. 11 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

AMENDMENT NO. 11
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Environmental/CEQA & NEPA Services
for the
Oakland Camp Road at Spanish Creek Bridge Replacement Project**

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

Project Background

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Oakland Camp Road at Spanish Creek Bridge (#9C-0101) Replacement Project. The project site is located on County Road 404A (Oakland Camp Road), at post mile 0.8, northeast of Quincy and State Route 70. This road provides vehicular access through Plumas National Forest and to the Oakland Camp. The existing structures are a one-lane, steel-girder bridge with an overlay on corrugated steel deck place on concrete abutments and an adjacent 165-foot-long low-water crossing. The California Department of Transportation (Caltrans) has deemed the bridge crossing functionally obsolete. The County proposes to replace the old bridge and low-water crossing with a new, two-lane bridge approximately 26 feet wide and 240 feet long. The new proposed bridge type is anticipated to be a pre-cast, pre-stressed concrete slab, five-span structure supported by either pile footings or spread footings. The County will coordinate with Plumas National Forest to obtain a formal road easement for the proposed project.

The project is federally funded through the Highway Bridge Program (HBP), which is administered by the Caltrans. The technical studies completed under this task order will be reviewed and approved by the County and Caltrans.

Scope of Work

The Scope of Work shall include eight (8) Base Tasks and one (1) Optional Task as identified in the Scope of Work, which is attached to the attached contract as Exhibit "A". The Optional Task will be undertaken upon authorization to proceed by the County.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "B" and incorporated herein by this reference. The cost of the eight (8) Base Tasks and one (1) Optional Tasks is One Hundred Thirty-Five Thousand, Seven Hundred and Eighty-Seven Dollars and Forty-Two Cents (\$135,787.42).

Consultants Initials

County Initials

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 to be executed by and through their respective authorized officers, as of the date first above written.

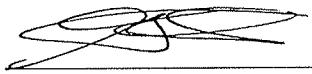
COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



Gretchen Stuhr,
Deputy County Counsel

Date: 8/21/15

CONCURRENCE BY:

Kevia Goss
Michael Sanchez, Chair
Board of Supervisors

Date: _____

CONSULTANT:
STANTEC CONSULTING SERVICES, INC.

Signature
Timothy A. Reilly, Principal

Date: _____

Signature
Wirt Lanning, Principal

Date: _____

Taxpayer ID Number – 11-2167170

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

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT
Oakland Camp Road at Spanish Creek Bridge Replacement Project
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EXHIBIT A
Scope of Work

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Oakland Camp Road at Spanish Creek Bridge (#9C-0101) Replacement Project. The project site is located on County Road 404A (Oakland Camp Road), at post mile 0.8, northeast of Quincy and State Route 70. This road provides vehicular access through Plumas National Forest and to the Oakland Camp. The existing structures are a one-lane, steel-girder bridge with an overlay on corrugated steel deck placed on concrete abutments and an adjacent 165-foot-long low-water crossing. The California Department of Transportation (Caltrans) has deemed the bridge crossing functionally obsolete. The County proposes to replace the old bridge and low-water crossing with a new, two-lane bridge approximately 26 feet wide and 240 feet long. The new proposed bridge type is anticipated to be a pre-cast, pre-stressed concrete slab, five-span structure supported by either pile footings or spread footings. The County will coordinate with Plumas National Forest to obtain a formal road easement for the proposed project.

The project is federally-funded through the Highway Bridge Program (HBP), which is administered by Caltrans. The technical studies completed under this task order will be reviewed and approved by Caltrans. Based on the findings presented in the signed Preliminary Environmental Studies (PES) form provided by the County, Stantec will complete the following tasks.

Task 1: Prepare Natural Environment Study Report

Stantec will prepare a Natural Environment Study (NES) report in accordance with the Caltrans Standard Environmental Reference (SER) (Chapter 14) and that utilizes the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES report will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts on biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES report will entail:

- Review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status plant and animal species within the project vicinity (approximately 5 miles), and review an official species list obtained from the U.S. Fish and Wildlife Service (USFWS) and Plumas National Forest (Sensitive Species List);
- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and USFWS, as necessary;
- a reconnaissance-level field investigation, including an assessment of habitat for special-status wildlife, including nesting raptors and roosting bats;



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- conduct a single-visit botanical survey in the spring of 2019 or habitat assessment for special-status plant species within the BSA;
- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious and invasive weed species populations will be discussed and evaluated in the NES to comply with Federal Executive Order 13112 (Invasive Species); and
- based on project site plans and wetland impact calculations provided by the County, Stantec will evaluate impacts on jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, communications with resource agency staff (if needed), field surveys, and any required endangered species act consultation with USFWS, Stantec will prepare an NES report. An internal draft NES will be submitted to the County for review. Once County comments are addressed, Stantec will then submit the revised NES report to Caltrans for review/approval. Stantec will address comments provided by Caltrans and submit a final NES report for approval.

Deliverables: Electronic copies (Word.doc, PDF) of draft and revised draft NES report; up to three (3) hard copies and an electronic copy (PDF) of the final NES report

Meeting(s): Not Applicable

Task 2: Conduct Wetland Delineation

Stantec will conduct a delineation of waters of the United States, including identification of the ordinary high-water mark of Spanish Creek, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, Stantec will perform a routine delineation within the study area and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County. The delineation report will contain background information, data sheets, site photographs, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. Following incorporation of comments provided by the County, Stantec will submit the delineation report to Caltrans for review and approval. Following approval by Caltrans, Stantec will submit a final copy (in electronic format) to the County. If requested by the County, Stantec will submit the delineation report to Corps (Sacramento District) for verification. Stantec will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.



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Deliverables: Electronic copy (Word.doc, PDF) of draft and revised draft wetland delineation report; up to three (3) hard copies and an electronic copy (PDF) of the final wetland delineation report

Meeting(s): Field verification visit with Corps at project site, if requested

Task 3: Habitat Assessment for Sierra Nevada Yellow-legged Frog and Biological Assessment

A Sierra Nevada yellow-legged frog habitat assessment that consists of the following elements will be conducted:

- Analysis of all documented Sierra Nevada yellow-legged frog occurrences in the project area based on a review of the CNDDB and communications with local resource agencies to determine known occurrences for the species within 5 miles of the BSA;
- Conduct an assessment of potential Sierra Nevada yellow-legged frog habitat within a one-mile radius of the project site (access permitting) and provide a general characterization of upland and aquatic communities within a one-mile radius of the BSA;
- Identify, characterize, map, and photograph potential Sierra Nevada yellow-legged frog habitat areas within the BSA; and
- Summarize the assessment data in a draft report (including maps and figures) and include a determination of whether the project study area is located within designated critical habitat for the species. A draft copy will be provided to the County for review and comment, with a final version submitted to Caltrans.

If results of the habitat assessment determine the presence/potential for presence of Sierra Nevada yellow-legged frog within the project area, Section 7 endangered species act (ESA) consultation will be required and a Biological Assessment (BA) will need to be prepared. Stantec will summarize the assessment data and/or any survey results in a draft BA report (including maps and figures). The BA will be focused to address potential project effects on the federally listed Sierra Nevada yellow-legged frog associated with the proposed project. The BA will include the following sections: summary; introduction; environmental setting; study methods; results; anticipated adverse effects; recommendations for mitigation; and a list of references.

A draft copy of the BA will be provided to the County for review and comment. Following incorporation of comments provided by the County, Stantec will submit the BA to Caltrans for review and submittal and approval. Stantec will address comments provided by Caltrans and submit a final BA to Caltrans for submittal to the USFWS. Caltrans, as designated by the Federal Highway Administration (FHWA), will serve as the federal lead agency for formal section 7 consultation with the USFWS.

Deliverables: Electronic copies (Word.doc, PDF) of the draft and revised draft Habitat Assessment and BA documents; Up to five (5) copies and an electronic copy (PDF) of the final Habitat Assessment and BA documents

Meeting(s): Field visit with Caltrans, USFWS, and CDFW at project site, if requested

Task 4: Prepare Archaeological Survey Report/Historic Property Survey Report

The Caltrans programmatic agreement process per the Caltrans/FHWA/SHPO MOU (amended January 2014) will be



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followed. Stantec will conduct an inventory of cultural resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format and in compliance with Section 106 of the National Historic Preservation Act (Section 106). Stantec assumes that the County will provide a project description with a description of the vertical and horizontal APE and if possible, the depth, quantity, and location of excavation. If required, Stantec will obtain a permit from Plumas National Forest to conduct the field inventory.

Records Search: In accordance with the State Historic Preservation Officer (SHPO), FHWA, and Caltrans guidance, Stantec will conduct a review of archival sources including, but not necessarily restricted to, the following:

- National Register of Historic Places
- California Register of Historical Resources
- California Inventory of Historic Resources
- California Historical Landmarks
- General Land Office plat maps, survey notes, and patents
- USGS Historical Topographic Map Collection
- The Northeast Information Center (NEIC) (California State University, Chico) of the California Historical Resources Information System
- Plumas National Forest

The collection of NEIC data on archaeological surveys, excavations and site records, and mapped historical data for the APE may be supplemented with additional research. In order to provide significant contextual and thematic background information archival historical research may be conducted at local historical societies and libraries. As part of the archival research, soils surveys and other geological information will be reviewed to determine the age of local landforms and the potential for naturally buried archaeological resources to occur in the project area.

Native American and Stakeholder Consultation: Section 106 requires consultation with parties that might have an interest in or be affected in some way by a proposed federal undertaking. In California, this consultation is typically conducted with Native American groups. However, additional stakeholders such as local historical societies and other cultural organizations may be contacted as well. To satisfy the consultation provisions, Stantec will contact the Native American Heritage Commission to request a search of the Sacred Lands File and a list of Native American tribal representatives from the region, including an AB 52-specific list of contacts. Stantec will contact each individual/group on the Section 106 and AB-52 lists with letters and follow-up phone calls (if necessary) to solicit any information or concerns that they might have regarding the proposed project. In addition, Stantec will contact the Plumas County Historical Society for information on the APE and surrounding vicinity and ask if the Society has any concerns regarding the project and cultural resources that might be affected by construction activities.

Field Inventory: Once the APE map is approved by the County and Caltrans, an intensive archaeological inventory will be conducted utilizing pedestrian transects spaced no greater than 15 meters apart over the defined APE. In areas determined to be less sensitive(e.g., steep hillsides), transects may be spaced wider or other suitable survey methods may be employed. The field inventory will identify:

- the presence or absence of cultural resources visible on the ground surface;
- the present condition of the local environment;



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- environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
- environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

Any newly identified archaeological sites, including linear features, encountered within the APE will be recorded in a manner consistent with the *Secretary of the Interior's Standards and Guidelines for Identification of Cultural Resources* (48CFR 44720-23). California Department of Parks and Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map). For the purposes of this scope of work, it is assumed that no more than two sites will need to be recorded.

Archaeological Survey Report: Results of the discovery process will be presented in the standard Caltrans Archaeological Survey Report (ASR) format. The ASR will document both positive and negative archaeological survey results (it does not evaluate sites or significance of impacts). The ASR demonstrates that a reasonable effort has been made to identify historic properties, commensurate with the scale and scope of the undertaking. Stantec will provide an administrative draft ASR for review and approval by the County, incorporate revisions, and provide the County with a draft ASR for submittal to Caltrans for review and approval. Stantec will review and respond to Caltrans comments and prepare a final ASR.

Historic Property Survey Report: Stantec will prepare a Historic Property Survey Report (HPSR), which summarizes the findings discussed in the ASR. The HPSR is used by Caltrans to document completion of the cultural resource identification phase. Stantec will provide an administrative draft HPSR for County review and approval, incorporate revisions, and provide the County with a draft HPSR for submittal to Caltrans for review and approval. Stantec will review and respond to Caltrans comments and prepare a final HPSR. It is assumed that completion of a National Register eligibility evaluation or preparation of a Findings of Effects document will not be required.

Deliverables: Electronic copies (Word.doc, PDF) of draft and revised draft ASR/HPSR; up to three (3) hard copies and an electronic copy (PDF) of the final ASR/HPSR
Meeting(s): Not Applicable

Task 5: Conduct Initial Site Assessment

Lawrence & Associates (L&A), as a subconsultant to Stantec, will conduct an Initial Site Assessment (ISA). The ISA will be conducted to evaluate the potential for hazardous materials and if hazardous materials are found, the materials will be evaluated for the potential to result in hazardous waste impacts. The ISA will be supplemented by a records review conducted in accordance with ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment (ESA) Process. The ISA will include (at a minimum):

The Phase I ESA component of the ISA will include reporting the results of the following, at a minimum:

- Review of environmental records from:
 - Environmental databases and
 - State and local agency records;



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- Review of historical use of the project site and encroaching parcels, including records, maps, and aerial photographs;
- Site reconnaissance of the project site, observing:
 - Uses,
 - Topography, hydrology, and geology,
 - Presence of hazardous substances and petroleum products, including tanks, odors, discoloration, pools of liquid, drums, and other containers;
- Interviews with owners, occupants, and local government officials; and
- Compilation of all information into reports, including narrative, maps, historical information, proximity to significant contaminated sites, and other findings and conclusions. The ISA for the site will address environmental-related activities documented at adjoining and other vicinity properties.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in structure construction. This evaluation will include:

- Lead-Based Paint - Paint on structures may contain lead. Based on the size of the project and construction history, an appropriate quantity of samples may be collected and analyzed using EPA 7000B/3050B for total lead. Specifications for management and removal of structure paint are included in this scope of work and will be prepared if it is determined that lead is present. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Thermoplastic/Paint Stripe/Pavement Marking – Thermoplastic paint may contain lead of varying concentrations depending on color, type and year of manufacture; the removal of any stripe/marking, concurrent with the removal of existing AC, will require a lead compliance plan. Standard Special Provisions (SSPs) per Caltrans, to address hazardous waste (CCR Title 22) regulatory requirements, will be required.
- Asbestos Containing Material (ACM) - There is potential that ACM could be present in shims within the guardrail assembly, joint filler material, abutment joints, and/or expansion joints. If there is any disturbance of these materials, the County will need to ensure that the removal and management of ACM is performed by a contractor who is a registered Asbestos Contractor with CalOSHA. In addition, recent tests of some bridges during construction have found asbestos in the concrete aggregate of the bridge structure.

Site reconnaissance to observe the site and surrounding site conditions to evaluate the potential for hazardous materials in the project site soils. If the project includes ground disturbance with earthmoving equipment, evaluation of soils at the project site is needed to evaluate lead and perchlorate in soils.

- Lead in Soil - It is expected that lead may be present in soils within the project. Caltrans SSP 15-027 should be considered and included in the report narrative to require the Contractor to have and implement a lead compliance plan prepared by a Certified Industrial Hygienist (CIH). SSP 15-027 must be used whenever any disturbance of earth material (e.g., soil) that could result in lead exposure will occur, but if the lead concentrations are below hazardous waste thresholds (below 1,000 mg/kg total lead and below 5 mg/l soluble



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lead) and disposal in a permitted landfill is not required. To use SSP 15-027 there must be knowledge of lead concentrations.

- Perchlorate in Soil - An evaluation regarding perchlorate will be conducted within the project limits. This evaluation will include a field inspection of the project area, physical collection and analysis of soil samples for perchlorate for projects where soil disturbance by earthwork will occur. Samples will be analyzed using analytical method EPA 314.
- Naturally Occurring Asbestos - Naturally occurring asbestos (NOA) may possibly be present in native rocks and gravels located within the project limits. L&A will examine vicinity geologic maps for the presence of ultramafic rock formation. NOA is more likely to be encountered in, and immediately adjacent to, areas of ultramafic rocks.

Based on the results of the ISA, a preliminary remediation evaluation to address potentially contaminated sites within the project boundary may be prepared and submitted under separate cover. The information to be provided will discuss potential remediation processes, timeline, and remedial action costs of contaminated sites found within the project limits.

L&A will prepare an ISA report for review and approval by the County. A revised report addressing County comments will be submitted to Caltrans for review and approval. A final ISA report that addresses Caltrans' comments will be submitted for final review and approval.

Deliverables: Electronic copies (Word.doc, PDF) of the draft and revised draft ISA; up to three (3) hard copies and an electronic copy (PDF) of the final ISA
Meeting(s): Not Applicable

Task 6: Prepare Water Quality Technical Memorandum

Stantec will prepare a short water quality technical memorandum that addresses the questions included in the Scoping Questionnaire for Water Quality Issues template provided by Caltrans on their SER website. The memorandum will include project location; project description; physical setting, including geology and soils, surface waters, and groundwater; regulatory setting; project impacts on water quality; mitigation measures; and references.

Stantec will prepare an administrative draft version of the tech memorandum for review by the County. Stantec will revise the memorandum, if needed, and will prepare a revised draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the tech memorandum for submittal to Caltrans.

Deliverables: Electronic copy (Word.doc, PDF) of the draft and revised water quality memorandum; up to three (3) hard copies and an electronic copy (PDF) of the final water quality memorandum
Meeting(s): Not Applicable



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Task 7: Prepare Section 4(f) De Minimis Documentation

Since the project encroaches on public lands associated with the Plumas National Forest, compliance with Section 4(f) is required. It is anticipated that the project may meet the requirements for a Section 4(f) de minimis finding. De minimis impacts on publicly-owned parks and recreation areas are defined as those that do not adversely affect the activities, features, or attributes of the 4(f) resource. The official(s) with jurisdiction over the property must provide written concurrence that the project will not adversely affect the activities, features, or attributes that qualify the property for protection under 4(f), and the public must be afforded the opportunity to review and comment on the effects of the project on the identified 4(f) resource(s). The Caltrans District/Region Senior Environmental Planner is authorized to approve de minimis findings.

Stantec will consult with Caltrans to determine the applicability of a de minimis finding. Stantec will draft a letter that summarizes the propose project, describes the Section 4(f) resources within the study area, explains why the project will not adversely affect these resources, and requests written concurrence from the public land manager (i.e., Plumas National Forest) on the de minimis finding. The draft letter will be sent to the County for review and comment. A revised draft addressing any comments from the County will be submitted to Caltrans for review and approval, with the letter being sent to Plumas National Forest by Caltrans. Stantec will also prepare a public notice for posting at the project site and County office that includes: description of the project, purpose and need, and beneficiaries; project location; name of public agency approving the project; name of public agency implementing the project; governing statute and reason for public notice; and comment submittal period (e.g., 30-day comment period). The results of the Section 4(f) outreach will be summarized in a brief technical memorandum for submittal to the County, along with a summary of conversations and copies of written correspondence with the affected public land manager(s), and any feedback received in response to the public notice. After the County comments are addressed, Stantec will submit a draft technical memorandum for review and approval by Caltrans.

Deliverables: Electronic copy (Word.doc, PDF) of the draft and revised draft letter and Section 4(f) memorandum; up to two (2) hard copies and an electronic copy (PDF) of the final letter and Section 4(f) memorandum

Meeting(s): Not Applicable

Task 8: Prepare CEQA/NEPA Documentation (OPTIONAL)

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an Initial Study (IS), and NEPA documentation will be a Categorical Exclusion (CE) supported by technical studies. CEQA approval will be in the form of a mitigated negative declaration (MND), with mitigation based on the IS and technical studies identified under Tasks 1 through 7. NEPA approval will be in the form of a CE supported by technical studies.

Prepare Administrative Draft Initial Study: Stantec will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies (e.g., ASR, NES, wetland delineation, ISA), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to address all



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the potential impacts of the proposed project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to the County for review.

Prepare Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration: After the County completes their review of the administrative draft IS, Stantec will address comments and prepare a public draft IS. Stantec will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). Stantec will bind this document together with the public draft IS. A screen-check copy of the IS/MND and NOI will be submitted to the County for approval prior to distribution to the public. In addition, Stantec will complete the Notice of Completion (NOC) form on behalf of the County and submit to the State Clearinghouse along with 15 copies of the IS/MND. Stantec recommends that the County provide a 30-day public comment period.

Prepare Final Initial Study/Mitigated Negative Declaration: After the close of the public comment period and assuming comments warranting substantial revision or recirculation of the IS are not received, Stantec will review the public and agency comments with the County, compile and number all substantive comments, and provide written responses for each comment provided. Note: the level of effort to respond to comments assumes up to 16 hours of technical staff time. Stantec will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

Prepare Mitigation Monitoring and Reporting Plan: Stantec will prepare a Mitigation Monitoring and Reporting Plan (MMRP) that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP will be an appendix to the final document.

Coordinate Final CEQA and NEPA Approval: Stantec will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a mitigated negative declaration, will be obtained at a County Board of Supervisors' meeting. Stantec will prepare the Notice of Determination. It is assumed that Stantec's attendance at the Board of Supervisors' meeting will not be required. Stantec will also complete the Categorical Exclusion Determination Form, including a summary of environmental commitments (ECR), and submit to Caltrans for approval of the NEPA CE.

Deliverables: Electronic copy (Word.doc, PDF) of the administrative draft IS/MND, public draft IS/MND, NOI, MMRP, and NOC; up to thirty (30) bound copies of public draft IS/MND, NOI, and MMRP; up to fifteen (15) bound copies of final IS/MND (responses to comments) and MMRP; NOD and ECR in electronic form (PDF)

Meeting(s): Not Applicable

Task 9: Prepare Regulatory Permit Applications

Stantec will prepare permitting packages for the County's signature and submittal. Based on existing information for the proposed project, Stantec anticipates the following permits will be required:

Section 404 Permit (U.S. Army Corps of Engineers)

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an



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Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, Stantec will prepare a pre-construction notification (PCN) and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If mitigation is required for project impacts, we assume a detailed mitigation plan will not be required and that the County can achieve mitigation via payment through the Corps-approved in lieu fee program.

Stantec will provide an electronic version of the PCN to the County for review and will address any comments. Once finalized, the County will submit the application to the Corps and will be responsible for subsequent coordination.

Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)

In compliance with Section 401 of the Clean Water Act, Stantec will prepare an application for water quality certification for the project to the Central Valley Regional Water Quality Control Board (RWQCB). A copy of the PCN may be attached to the application. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., Appendix C storm water calculator, area, type, and volume of fill material), if applicable. The County will be responsible for submitting the application to the RWQCB and payment of the application fee (made payable to the State Water Resources Control Board).

Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)

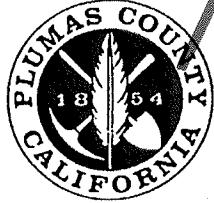
In compliance with Section 1602 of the California Fish and Game Code, Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County will be responsible for submitting the notification to the CDFW and payment of the notification fee. The County will be responsible for providing Stantec with the project detail necessary to complete the notification (e.g., area, type, and volume of fill material; area of vegetation removal).

Deliverables: Electronic copy (Word.doc, PDF) of the draft versions for each permit application identified above; Electronic copy (PDF) of the final versions of each permit application identified above.

Meeting(s): Not Applicable



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



CONSENT AGENDA REQUEST

For the September 10, 2019 meeting of the Plumas County Board of Supervisors

August 30, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer 

Subject: Authorization for the Engineering Department to fill the vacancy of
One (1) FTE Engineering Technician II

Background:

Effective September 6, 2019, one (1) Engineering Technician II has resigned from the Department.

The Department is requesting to fill this vacancy.

This position is funded and allocated in the proposed FY19/20 budget of the Engineering Department.

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

Recommendation:

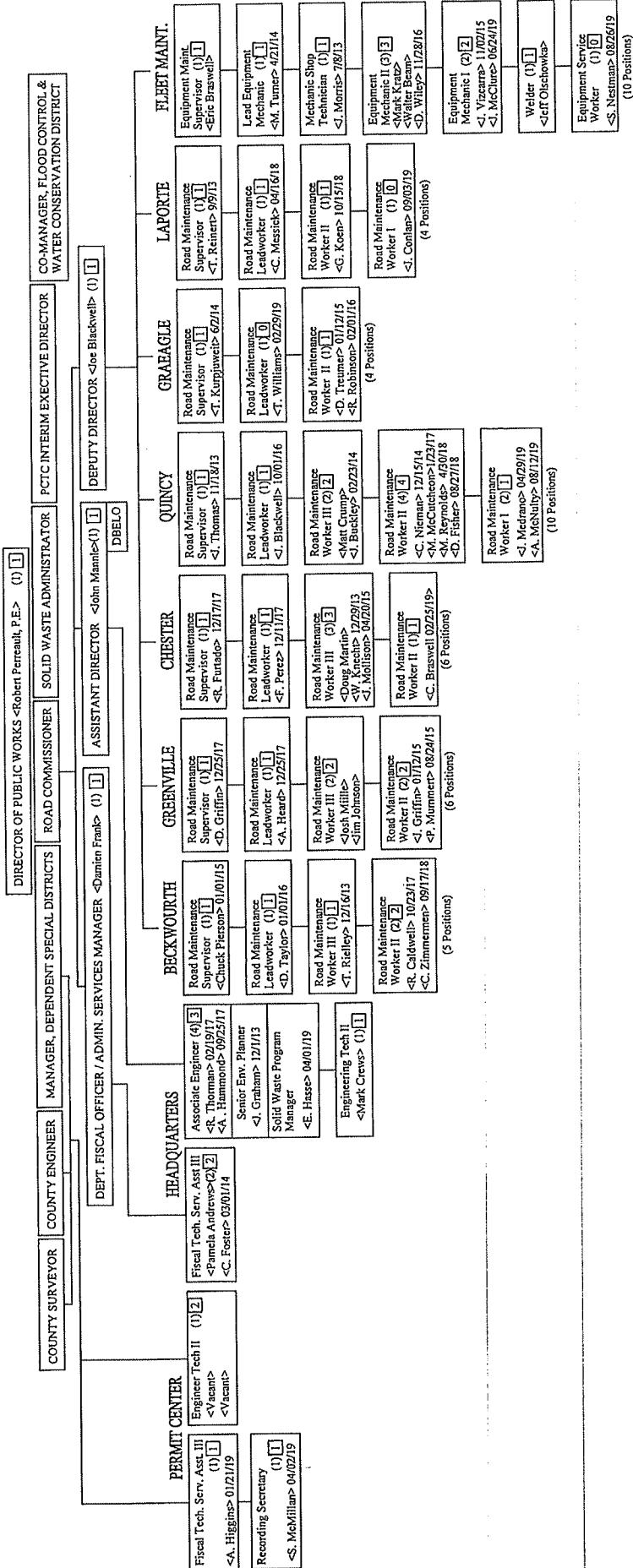
The County Engineer respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Engineering Technician II in the Engineering Department.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Engineering Technician II / Public Works Engineering

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

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



JA

Resolution No. 2019 –

A RESOLUTION OF AGREEMENT BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
ADOPTING A PROPERTY TAX TRANSFER AGREEMENT FOR PLUMAS COUNTY LAFCO FILE NO.
2019-ANX-0001 CALIFORNIA HIGHWAY PATROL FACILITY TO QUINCY FIRE PROTECTION
DISTRICT AND AMERICAN VALLEY COMMUNITY SERVICES DISTRICT

WHEREAS, an application has been filed with the Plumas County Local Agency Formation Commission proposing the annexation of certain territory located in tax rate areas 053-043, 053-048 (APN: 117-140-027) as described in LAFCO file No. 2019-ANX-0001, and Exhibit "A" attached hereto, to the American Valley Community Services District for the provision of water supply and wastewater services and the Quincy Fire Protection District for fire services.

WHEREAS, in the case of a jurisdictional change other than a city incorporation or district formation which will alter the service area or responsibility of a local agency, Revenue and Taxation Code Section 99(b) requires that the amount of property tax revenue to be exchanged, if any, and the amount of annual tax increment to be exchanged among the affected local agencies shall be determined by negotiation; and

WHEREAS, in the event a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues; and

WHEREAS, pursuant to Revenue and Taxation Code Section 99(b)(5), on July 7, 2019 the County of Plumas notified each local agency whose service responsibility may be affected by the jurisdictional change that the County would negotiate upon that agencies behalf; and

WHEREAS, only American Valley Community Services District responded to such notification advising it would negotiate on its own behalf, and there being no response by any other local agency; and

WHEREAS, correspondence has taken place and American Valley Community Services District has not requested the transfer of any property tax revenue; and

WHEREAS, correspondence has taken place and Quincy Fire Protection District was unresponsive; and

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

1. That the recitals set forth above are true, correct and valid.
2. That the jurisdiction change will not decrease the responsibility for services by either the County of Plumas or any affected local agencies.
3. That the Board of Supervisors of the County of Plumas agrees to accept the following negotiated exchange of property tax revenues and annual tax increment.

- A. Property tax revenue in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund, Plumas County Flood Control District, Quincy Lighting District, Quincy Cemetery District, Quincy Fire Protection District, Plumas Hospital District and Central Plumas Recreation District to the American Valley Community Services District.
- B. Annual tax increment in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund, Plumas County Flood Control District, Quincy Lighting District, Quincy Cemetery District, Quincy Fire Protection District, Plumas Hospital District and Central Plumas Recreation District to the American Valley Community Services District.
- C. Property tax revenue in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund, Plumas County Flood Control District, Quincy Lighting District, Quincy Cemetery District, Plumas Hospital District and Central Plumas Recreation District to the Quincy Fire Protection District.
- D. Annual tax increment in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund, Plumas County Flood Control District, Quincy Lighting District, Quincy Cemetery District, Plumas Hospital District and Central Plumas Recreation District to the Quincy Fire Protection District.

The foregoing resolution was duly and regularly adopted at a regular meeting of the Plumas County Board of Supervisors held on the 10th day of September, 2019, by the following vote.

AYES:

NOES:

ABSENT:

Kevin Goss
Chair, Board of Supervisors

ATTEST:

Nancy DaForno
Clerk of the Board

EXHIBIT A

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF QUINCY, COUNTY OF PLUMAS, AND STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF LEE ROAD AS DESCRIBED IN THAT CERTAIN ROAD AND UTILITY EASEMENT RECORDED IN VOLUME 444, PAGE 75 OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL A, AS SHOWN IN BOOK 2 OF PARCEL MAPS AT PAGE 118, THENCE FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTHERLY LINE OF LEE ROAD, SOUTH 65°18'08" EAST 19.48 FEET; THENCE SOUTH 62°40'23" EAST 384.22 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERLY LINE OF LEE ROAD, SOUTH 62°40'23" EAST 180.35 FEET;

THENCE SOUTH 62°52'35" EAST 119.65 FEET;

THENCE LEAVING SAID NORTHERLY LINE OF LEE ROAD, NORTH 16°03'35" EAST 741.63 FEET;

THENCE NORTH 63°13'49" WEST 300.00 FEET;

THENCE SOUTH 16°01'22" WEST 739.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.





JB

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director *T.F.*

MEETING DATE: September 10, 2019

SUBJECT: Poe Hydroelectric Project Memorandum of Understanding

RECOMMENDATION:

Approve and authorize the Chair to execute Memorandum of Understanding (MOU) for the Poe Hydroelectric Project (Federal Energy Regulatory Commission Project No. 2107).

BACKGROUND AND DISCUSSION:

The purpose of the Poe Hydroelectric Project MOU is to formalize an understanding between the MOU parties—PG&E, the United States Fish and Wildlife Service, California Department of Fish and Wildlife, American Whitewater, California Sportfishing Protection Alliance, Butte County, and Plumas County—regarding the establishment of goals and participant roles of the Recreational Technical Review Group (RTRG), which consists of representatives from the MOU parties and the United States Forest Service and the State Water Resources Control Board.

The Plumas County Planning Department was involved, along with representatives from the other signatory parties, in the development of the MOU and final executable version (enclosed). To-date, all other signatory parties have either indicated their intent to sign or have executed the final MOU. Paul Gosselin, Butte County Water and Resource Conservation Director, anticipates bringing the MOU before the Butte County Board of Supervisors for approval and authorization to execute on September 10, 2019. Once Butte County and Plumas County sign the MOU, PG&E will forward the signed MOU to the United States Forest Service and the State Water Resources Control Board for their signatures.

The fully executed MOU is due to the Federal Energy Regulatory Commission (FERC) on or before September 15, 2019.

The Poe Project is one of five hydroelectric projects owned and operated by PG&E in the North Fork Feather River. The Poe Project is located in Butte County and is the most downstream facility in a linked system of PG&E dams, reservoirs, diversions, pipelines and penstocks, called the "Stairstep of Power." Natural river flows and underground springs are stored by PG&E in Lake Almanor and flow downstream from PG&E's power operations and as "bypass flows" through the Poe Project and thence downstream to the Department of Water Resources (DWR) Lake Oroville in Butte County. Lake Oroville is the terminus of the North Fork Feather River and the largest reservoir on the DWR State Water Project.

The Poe Project is an existing hydroelectric project licensed by the Federal Energy Regulatory Commission as FERC Project No. 2107. The Existing Project is owned and operated by PG&E (or Licensee) and has an installed capacity of 142.83 megawatts. The Project is located on the North Fork Feather River in Butte County, near the community of Pulga. The existing FERC license was issued on October 26, 1953 and expired on September 30, 2003. Since 2003 the Project has operated under an annual license which extends the term of the original license.

PG&E applied to FERC for a new federal license for continued operation of the Project under a new 30-50 year FERC license. The purpose of the Poe Project is to generate electricity, while adhering to state and federal water quality objectives and be protective of the designated beneficial uses of the North Fork Feather River.

For purposes of this California Environmental Quality Act (CEQA) document, the "Existing Project" refers to the Poe Hydroelectric Project facilities operations and maintenance under current terms and conditions of the existing FERC license. The "Proposed Project" refers to proposed (post-licensing) operations and maintenance as described in PG&E's application for a new FERC license, conditions proposed for inclusion pursuant to other Federal Power Act mandatory conditioning authority, including section 4(e) of the Federal Power Act (16 U.S.C. § 797(e)), and any conditions required for water quality certification pursuant to Section 401 of the federal Clean Water Act (33 U.S.C. § 1341) necessary to balance the beneficial uses as prescribed in the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins (Basin Plan) (Basin Plan; Central Valley Regional Water Resources Control Board 2011).

FERC issued the Final Environmental Assessment on March 29, 2007. The United States Forest Service issued final "4E" which are mandatory conditions for the Poe Project in May of 2007.

To receive a new FERC operating license, PG&E is required to request and receive a Water Quality Certification pursuant to Section 401 of the federal Clean Water Act (33 U.S.C. § 1341) from the State Water Resources Control Board. PG&E most recently requested a Water Quality Certification for the Project on June 20, 2017.

The State Water Resources Control Board is the lead agency responsible for complying with the CEQA (Pub. Resources Code, § 21000 et seq.). For the State Water Resources Control Board issue a Water Quality Certification, an environmental analysis of the Proposed Project that complies with CEQA was prepared and approved.

Plumas County filed comments on the draft Water Quality Certification on July 16, 2017. The draft Water Quality Certification for the Poe Project was sent to the State Clearinghouse on September 8, 2017. The final Water Quality Certification (enclosed) for the Poe Project includes conditions addressed by the MOU.

FERC issued the final license for the Poe Project on December 17, 2018.

MEMORANDUM OF UNDERSTANDING
FOR ESTABLISHMENT OF GOALS AND PARTICIPANT ROLES OF THE
RECREATIONAL TECHNICAL REVIEW GROUP (RTRG)
FOR THE
POE HYDROELECTRIC PROJECT (FERC 2107)
AMONG
UNITED STATES FISH AND WILDLIFE SERVICE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
AMERICAN WHITEWATER
CALIFORNIA SPORTFISHING PROTECTION ALLIANCE
BUTTE COUNTY
PLUMAS COUNTY
AND
PACIFIC GAS AND ELECTRIC COMPANY

The purpose of this memorandum of understanding (“MOU”) is to formalize an understanding between Pacific Gas and Electric Company (“PG&E”), the United States Fish and Wildlife Service, California Department of Fish and Wildlife, American Whitewater, California Sportfishing Protection Alliance, Butte County, and Plumas County (collectively, the “MOU Parties”) regarding the establishment of goals of the Recreational Technical Review Group (“RTRG”), which consists of representatives from the MOU Parties and the United States Department of Agriculture (“USDA”) Forest Service (“Forest Service”) and the California State Water Resources Control Board (“State Water Board”). In particular, the MOU concerns the establishment of RTRG participant roles related to PG&E’s Poe Hydroelectric Project, Federal Energy Regulatory Commission (“FERC”) Project No. 2107 (“Project”), in accordance with Condition 6 (Recreational Flows) (“Condition 6”) of Appendix A (California State Water Resources Control Board Water Quality Certification Conditions) to the *Order Issuing New License*, issued December 17, 2018 (the “FERC Order”)¹ and Condition No. 24, Part 3 (Recreation River Flow Management: Recreation River Flow Technical Review Group) (“Condition No. 24, Part 3”) of Appendix B (USDA Forest Service Final Section 4(e) Conditions) to the FERC Order.

WHEREAS pursuant to Condition 6 and Condition No. 24, Part 3, within six months of license issuance for the Project, PG&E established the RTRG consisting of representatives from the MOU Parties, the Forest Service, and the State Water Board;

¹ 165 FERC ¶ 62,172 (2018).

WHEREAS PG&E developed this MOU in accordance with Condition 6, and Condition No. 24, Part 3, to establish the goals of the RTRG and participant roles;

WHEREAS one goal of the RTRG under this MOU is to provide up to 6,000 acre-feet of quality whitewater recreation flows while protecting the foothill yellow-legged frog (“FYLF”) breeding through metamorphosis time window, as required by Condition 6 and Condition No. 24, Part 1 (Recreation River Flow Management: Recreation River Flows) of Appendix B to the FERC Order;

WHEREAS within one year of the license issuance, this MOU shall be signed by all MOU Parties (but not the Forest Service or the State Water Board) and submitted to the Deputy Director of the State Water Board (“Deputy Director”) and the Forest Service for review and approval;

WHEREAS the State Water Board has acknowledged and agreed that the Forest Service need not sign this MOU and that neither the failure of the Forest Service to be a signatory to this MOU, nor any failure to submit an MOU co-signed by the Forest Service, will result in any violation of Condition 6; and

WHEREAS, in accordance with Condition 6, the MOU Parties will be notified by the State Water Board if the State Water Board determines that modifications to this MOU are deemed necessary so that the MOU Parties may concur with the proposed modifications prior to State Water Board approval.

NOW THEREFORE, the undersigned agree that the conduct of the RTRG, including achievement of all goals and performance of all participant roles, will be undertaken in accordance with the following stipulations and protocols once this MOU becomes effective:

I. GOALS AND PRACTICES OF THE RTRG.

A. PG&E shall develop, in consultation with the RTRG, a schedule for, or a method of scheduling, up to six thousand (6,000) acre-feet of recreation flows in the Poe reach in Normal and Wet water years (as such capitalized terms are defined in Condition 2 (Water Year Types) of Appendix A to the FERC Order and Condition No. 23 (Streamflow) of Appendix B to the FERC Order).

B. The recreation flows shall occur between the hours of 10:00 AM and 4:00 PM local time unless otherwise agreed upon by the RTRG.

C. The recreation flows shall be implemented in compliance with all license conditions included in the FERC Order, including ramping rates, and shall be protective of the FYLF breeding through metamorphosis time window. Additionally, the recreation flows shall be provided in times of the year in which there are no adverse effects on biota in the Poe reach.

D. PG&E shall attempt to develop a permanent recreation release schedule, in consultation with the RTRG, and approved by the Deputy Director and the Forest Service. If a

permanent schedule has not been developed by January 1 of any calendar year during the term of this MOU, PG&E shall schedule a planning meeting with the MOU Parties, State Water Board, Forest Service, and other interested stakeholders in March of such year, and shall provide a proposed recreation release schedule to the Deputy Director and Forest Service by May 1 of such year. Meetings shall be open to and shall accept comments from the public. PG&E shall forward records of RTRG meetings along with any recommendations to the Forest Service, State Water Board, and FERC. If any MOU parties have comments in opposition to the proposed schedule, PG&E shall make those comments known to the Deputy Director and the Forest Service. Unless otherwise directed by the Deputy Director or the Forest Service, PG&E shall implement the proposed recreation release schedule.

II. RTRG PARTICIPANT ROLES AND RESPONSIBILITIES.

A. The MOU Parties shall cooperate in the performance of this MOU. The members shall work collaboratively to make decisions and resolve issues assigned to the RTRG under this MOU.

B. PG&E shall establish communication protocols in consultation with the RTRG to facilitate interaction between RTRG members, which allow for open participation, consultation with independent technical experts, and communication between all RTRG participants.

C. PG&E shall provide up to six thousand (6,000) acre-feet of water annually during Normal and Wet water years (as such capitalized terms are defined in Condition 2 (Water Year Types) of Appendix A to the FERC Order and Condition No. 23 (Streamflow) of Appendix B to the FERC Order) for the purpose of providing recreational boating flows in the Poe reach.

D. The Forest Service will review the RTRG recommendations in consultation with other state and federal agencies and approve the recreational flow release plan for each year, unless a permanent recreation release schedule has been developed in accordance with Section I.D of this MOU. Forest Service approval will be in writing from the Plumas National Forest, Forest Supervisor.

E. PG&E shall provide as much notice to the RTRG as reasonably practicable under circumstances when a recreation flow release is postponed due to a temporary stream flow modification in accordance with Condition 1 (Minimum Instream Flows) of Appendix A to the FERC Order and Condition No. 23 (Streamflow), of Appendix B to the FERC Order.

F. PG&E shall reschedule any postponed recreation release in cooperation with the RTRG, unless otherwise directed by the Deputy Director.

G. American Whitewater shall work with PG&E to maintain and make public, via the Internet, records of RTRG meetings and the recreation flow release schedules. This service will be at no cost to PG&E.

H. The personal integrity, values, and legitimacy of the interests of each RTRG participant will be respected by all other participants. This includes the avoidance of personal attacks and stereotyping. The motivations and intentions of participants will not be impugned.

III. DISPUTE RESOLUTION UNDER THIS MOU.

A. This MOU shall be governed, construed, and interpreted in accordance with the laws of the State of California without giving effect to any choice of law or conflict of laws principles that would cause the application of the laws of any jurisdiction other than the State of California, except to the extent that substantive federal law preempts California law or, as appropriate in matters involving federal agencies, in accordance with applicable federal law. The parties agree that this MOU does not modify the rights or obligations of the MOU Parties as set forth in the FERC Order.

B. The MOU Parties agree that they will attempt to resolve all disputes regarding the terms or performance of this MOU through non-binding mediation conducted by a mediator who is mutually acceptable to the MOU Parties or appointed by a court. The MOU Part(y)(ies) desiring mediation must provide the other MOU Part(y)(ies) with thirty (30) days written notice that the requesting MOU Part(y)(ies) wish(es) mediation to begin. The MOU Parties shall equally share the costs of the mediation except for the California Department of Fish and Wildlife, which shall only share the costs of the mediation to the extent that the Legislature of the State of California has appropriated funds for this purpose. The mediation will be conducted in a place designated by the mediator.

C. Any controversy or claim arising out of, or in any way connected to, this MOU which is not settled within sixty (60) days of the close of mediation may then be brought to a California State Court or Federal Court of competent jurisdiction. Each MOU Party shall be responsible for its own costs in bringing any action to enforce its rights and receive any remedy or relief as provided by applicable law.

D. An MOU Party shall be liable to the other MOU Part(y)(ies) only for actual damages or losses suffered arising out of or in connection with a breach or violation of this MOU.

IV. ASSIGNMENT OF THIS MOU.

If the Project and PG&E's license is transferred to a new licensee in compliance with the Federal Power Act and FERC regulations, PG&E must assign this MOU to and make it binding on the new licensee of the Project. The other MOU Parties' consent to such an assignment is not required.

V. EFFECTIVE AND TERMINATION DATE.

This MOU becomes effective on the first day of the month after it is executed by all MOU Parties and approved by the Plumas National Forest, Forest Supervisor and the Deputy Director in writing. This MOU will automatically terminate at the end of the current license

term (ending on December 1, 2068) and any subsequent annual licenses associated with this license term, or upon a final FERC order revoking the license. If the current Project licensee requests surrender of the Project license, all terms of this MOU shall remain in effect until FERC has issued a final order approving license surrender and all appeals of that final surrender order have been exhausted, unless otherwise ordered by FERC or upon mutual written agreement among the MOU parties. Additionally, the MOU may be terminated, or extended, upon mutual written agreement among the MOU Parties. The MOU Parties will provide thirty (30) days written notice when they intend to terminate. All confidential materials in PG&E's possession will retain their confidential status during the term of the new license and then will be destroyed, except that confidential materials will be returned to the other MOU Parties that request the return of such materials in writing no later than ninety (90) days after termination of this MOU.

VI. AVAILABILITY OF FUNDS

Implementation of this MOU for a party that is a Federal agency is subject to the requirements of the Anti-Deficiency Act, 31 U.S.C. § 1341, and the availability of appropriate funds. Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury.

VII. CONFLICTS

The provisions of this MOU shall be construed and interpreted whenever reasonable as consistent with the provisions of the FERC Order. In the event of any inconsistency between the provisions of this MOU and any provision of Condition 6 or Condition No. 24, Part 3 of the FERC Order, the terms and provisions of Condition 6 and Condition No. 24, Part 3 of the FERC Order shall govern and control.

VIII. SIGNATURE AUTHORITY.

Each person signing below warrants that he or she has been duly authorized by the MOU Party for whom he or she signs to execute this MOU on behalf of that MOU Party. Execution of this MOU evidences that the signatories agree with the above protocol.

Pacific Gas and Electric Company

By: Janet Walther
Sr. Manager, Hydro Licensing and Compliance

Date

United States Fish and Wildlife Service

By: Kaylee Allen
Field Supervisor
Bay Delta Fish and Wildlife Office

Date

California Department of Fish and Wildlife

By: Kevin Thomas
Regional Manager

Date

California Sportfishing Protection Alliance

By: Chris Shutes
FERC Projects Director

Date

American Whitewater

By: Dave Steindorf
California Hydropower Specialist

Date

**Butte County
Board of Supervisors**

By: Steve Lambert
Chair

Date

**Plumas County
Board of Supervisors**

By: Kevin Goss
Chair

Date

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD

In the Matter of Water Quality Certification for the

**PACIFIC GAS AND ELECTRIC COMPANY
POE HYDROELECTRIC PROJECT**

FEDERAL ENERGY REGULATORY COMMISSION PROJECT NO. 2107

SOURCE: North Fork Feather River

COUNTY: Butte

PACIFIC GAS AND ELECTRIC COMPANY
POE HYDROELECTRIC PROJECT
FEDERAL ENERGY REGULATORY COMMISSION PROJECT NO. 2107
WATER QUALITY CERTIFICATION
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Water Quality Certification for Poe Hydroelectric Project

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Water Quality Certification for Poe Hydroelectric Project

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD

In the Matter of Water Quality Certification for the

**PACIFIC GAS AND ELECTRIC COMPANY
POE HYDROELECTRIC PROJECT
FEDERAL ENERGY REGULATORY COMMISSION PROJECT NO. 2107**

SOURCE: North Fork Feather River

COUNTY: Butte

WATER QUALITY CERTIFICATION FOR FEDERAL PERMIT OR LICENSE

1.0 Background and Project Description

On December 16, 2003, Pacific Gas and Electric Company (PG&E or Licensee) filed an application for new license with the Federal Energy Regulatory Commission (Commission or FERC) for the Poe Hydroelectric Project (Project), FERC Project No. 2107. The original license for the Project was issued by FERC on October 26, 1953 and expired on September 30, 2003. The Project is currently operating under an annual license, which extends the term of the original license.

PG&E owns and operates the Project, which is located on the North Fork Feather River in Butte County. The Project boundary encompasses approximately 340 acres in the vicinity of the community of Pulga. Project land is owned by various parties including: 182 acres of PG&E-owned land; approximately 145 acres of National Forest System land; approximately 12 acres of privately-owned land; and one acre of California Department of Transportation land.

The Project primarily consists of Poe Dam, Poe Reservoir, Poe Bypass Tunnel and Penstock, Poe Powerhouse, Big Bend Dam and Reservoir, and recreation facilities. Recreation facilities at Poe Powerhouse, Poe Beach, Bardees Bar, and Sandy Beach are not included in the existing FERC license but have been proposed to be included in a new license by PG&E, FERC, and other relicensing participants. The Project is operated primarily as a peaking and baseload

Water Quality Certification for Poe Hydroelectric Project

power facility.¹ Primary Project facilities are briefly described below and illustrated in Figure 1 and Figure 2.

- **Poe Dam** is 400-foot-long by 60-foot-tall with four 50-foot-wide by 41-foot-high radial flood gates, a 20-foot-wide by 7-foot-high small radial gate, and a small skimmer gate.
- **Poe Reservoir** stretches from Poe Dam upstream to just below the Cresta Powerhouse.² Poe Reservoir is 53 surface-acres. Under existing Project operations, the average hydrologic residence time in Poe Reservoir is seven hours.
- **Poe Bypass Tunnel and Penstock** facilities divert North Fork Feather River flows at Poe Dam into the 19-foot diameter Poe Bypass Tunnel, which is approximately 6.25 miles long. The Poe Bypass Tunnel terminates at an underground steel penstock that is approximately 1,000-feet long and 14-feet in diameter. Water from the penstock discharges into the North Fork Feather River at the Poe Powerhouse.
- **Poe Powerhouse** is located on PG&E owned property, 7.6 river miles downstream of Poe Dam. Poe Powerhouse is 175-feet-long by 114-feet-wide and has a total authorized installed capacity of 142.83 megawatts (MW), with an average annual generation of 583 gigawatt-hours (GWh).
- **Big Bend Dam and Reservoir** are approximately 4,500 feet downstream of Poe Powerhouse. Big Bend Dam is a 370-foot-long by 61-foot tall, concrete gravity dam. Big Bend Dam impounds a 42 surface-acre reservoir.
- **Recreational facilities** associated with the Project are located at Sandy Beach, Bardees Bar, Poe Beach, Poe Powerhouse, and Poe Reservoir. Each of these facilities includes parking facilities for contact and non-contact recreation opportunities, including swimming and whitewater boating. These facilities have existed for a number of years but were not included in the previous FERC license that expired in 2003.

2.0 Regulatory Authority

2.1 Water Quality Certification and Related Authorities

The Federal Clean Water Act (33 U.S.C. §§ 1251-1387) was enacted “to restore and maintain the chemical, physical, and biological integrity of the Nation’s waters.” (33 U.S.C. § 1251(a).) Section 101 of the Clean Water Act (33 U.S.C. § 1251 (g)) requires federal agencies to “co-operate with the State and local agencies to develop comprehensive solutions to prevent, reduce and eliminate pollution in concert with programs for managing water resources.”

¹ Peaking power plants are operated during peak hours of the day when electricity is most valuable. This typically occurs early in morning and late in the afternoon when less solar and wind energy is available and during the summer when electrical demands are high. Baseload plants consistently generate enough energy to satisfy minimum energy demand.

² Cresta Powerhouse is associated with the Rock Creek-Cresta Hydroelectric Project (FERC Project No. 1962), which is also owned by PG&E.

Water Quality Certification for Poe Hydroelectric Project

Section 401 of the Clean Water Act (33 U.S.C. §1341) requires every applicant for a federal license or permit which may result in a discharge into navigable waters to provide the licensing or permitting federal agency with certification that the project will be in compliance with specified provisions of the Clean Water Act, including water quality standards and implementation plans promulgated pursuant to section 303 of the Clean Water Act (33 U.S.C. § 1313). Clean Water Act section 401 directs the agency responsible for certification to prescribe effluent limitations and other limitations necessary to ensure compliance with the Clean Water Act and with any other appropriate requirement of state law. Section 401 further provides that state certification conditions shall become conditions of any federal license or permit for the project. The State Water Resources Control Board (State Water Board) is designated as the state water pollution control agency for all purposes stated in the Clean Water Act and any other federal act (Wat. Code Section 13160.). The State Water Board's Executive Director is authorized to issue a decision on a water quality certification (certification) application. (Cal. Code Regs., tit. 23, § 3838, subd. (a).)

PG&E originally applied for certification on February 18, 2005. PG&E has annually withdrawn and re-applied for certification, and the most recent application for certification was received by the State Water Board on June 20, 2017. On March 4, 2005, the State Water Board provided notice of receipt of a complete application for the Project to the applicable parties pursuant to California Code of Regulations, title 23, section 3835, subdivision (c). On July 14, 2009, the State Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 by posting information describing the Project on the State Water Board's website. The State Water Board released a draft certification for the Project on June 14, 2017. A notice soliciting comments on the draft certification for the Project was sent to Project interested parties and the State Water Board's "Water Rights Water Quality Certification" Email Subscription list on June 14, 2017. In response to the notice, the State Water Board received comment letters from the following stakeholders: Pacific Gas and Electric Company, California Department of Fish and Wildlife, United States Forest Service, Butte County, Plumas County, and a joint letter from California Sportfishing Protection Alliance and American Whitewater. Comments are posted on the State Water Board Project webpage at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/water_quality_cert/poe_ferc_2107.shtml

Water Code section 13383 provides the State Water Board with authority to "establish monitoring, inspection, entry, reporting and recordkeeping requirements... and [require] other information as may reasonably be required" for activities subject to certification under section 401 of the Clean Water Act that involve the diversion of water for beneficial use. The State Water Board delegated this authority to the Deputy Director of the Division of Water Rights (Deputy Director), as provided for in State Water Board Resolution No. 2012-0029. In the *Redelegation of Authorities Pursuant to Resolution No. 2012-0029* memo issued by the Deputy Director on October 19, 2017, this authority has been redelegated to the Assistant Deputy Directors of the Division of Water Rights.

2.2 Water Quality Standards and Water Quality Control Plans

The California Regional Water Quality Control Boards have primary responsibility for the formulation and adoption of water quality control plans for their respective regions, subject to State Water Board and United States Environmental Protection Agency approval, as appropriate. (Wat. Code, §13240 et seq.) The State Water Board may also adopt water quality control plans, which will supersede regional water quality control plans for the same waters to

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the extent of any conflict. (Wat. Code, §13170.) For a specified area, the water quality control plans designate the beneficial uses of water to be protected, water quality objectives established for the reasonable protection of those beneficial uses or the prevention of nuisance, and a program of implementation to achieve the water quality objectives. (Wat. Code, §§ 13241, 13050 subd. (h), and 13050 subd. (j).) The beneficial uses together with the water quality objectives that are contained in the water quality control plans, and state and federal anti-degradation requirements constitute California's water quality standards. Water Code section 13247 requires state agencies, in carrying out activities that may affect water quality, to comply with water quality control plans in most instances.

The Central Valley Regional Board adopted, and the State Water Board and the United States Environmental Protection Agency approved, the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins* (SR/SJR Basin Plan). The SR/SJR Basin Plan designates the beneficial uses of water to be protected along with the water quality objectives necessary to protect those uses. The existing beneficial uses for the North Fork Feather River identified in the SR/SJR Basin Plan include: municipal and domestic supply; power; contact recreation; canoeing and rafting; noncontact recreation; cold freshwater habitat; cold freshwater spawning; and wildlife habitat.

The State Water Board has listed the North Fork Feather River, upstream of Lake Oroville, on the Clean Water Act Section 303(d) list. The North Fork Feather River is impaired for temperature, mercury, polychlorinated biphenyls (PCBs), and toxicity. The State Water Board has cited hydromodification and flow regulation/modification as potential sources of the temperature impairment (State Water Board Resolution No. 2006-0079). The Project is a source of both hydromodification and flow regulation.

2.3 Project Water Rights

PG&E operates the Project under a number of water rights administered by the State Water Board, Division of Water Rights. Water Right license number 9871 gives PG&E the right for continuous diversion and use of up to 3,500 cubic feet per second (cfs) of water for hydropower generation and Water Right permit number 20864 gives PG&E the right to continuously divert and use up to 800 cfs of water for hydropower generation. Additionally, PG&E has submitted an initial Statement of Diversion and Use (number S010395) for the Project claiming additional bases of right not subject to the State Water Board's permitting authority.

2.4 Construction General Permit

The State Water Board has adopted a Construction General Permit,³ which applies to activities that disturb one or more acres of soil or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. Construction activities subject to the Construction General Permit include clearing, grading, and disturbances to the ground such as stockpiling or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of a facility.

³ Water Quality Order 2009-0009-DWQ and National Pollutant Discharge Elimination System No. CAS000002, as amended by Order No. 2010-0014-DWQ and Order No. 2012-0006-DWQ.

2.5 California Environmental Quality Act

The State Water Board is the lead agency under the California Environmental Quality Act (CEQA) in connection with issuance of certification for the Project. (Pub. Resources Code, §§ 21000-21177.) On September 8, 2017, the State Water Board released, for public comment, a Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration (SCH No. 2017092021) for the Project. The comment period for the Draft Initial Study/Mitigated Negative Declaration (IS/MND) concluded at 12:00 PM (noon) on October 11, 2017. The IS/MND, together with the Mitigation Monitoring and Reporting Plan, reflect the State Water Board's independent judgment and analysis.

The mitigation measures described in the MND that pertain to protection of resources within the State Water Board's purview have been incorporated into conditions of this certification to meet the requirements of Public Resources Code section 21081.6, subdivision (a)(1). Monitoring and reporting requirements are incorporated into certification conditions to ensure the implementation and completion of mitigation measures in accordance with California Code of Regulations, title 14, section 15097. Table A, below, identifies the potential impact areas within the State Water Board's purview for which the MND described mitigation measures to reduce potential impacts to less than significant levels. Table A also identifies the certification conditions that mitigate these potential impacts and associated monitoring and reporting requirements.

Table A. Potential Impacts and Certification Conditions with Related Mitigation, Monitoring, and Reporting

MND Resource Area	MND Identified Potential Impacts	Applicable Certification Condition(s) ⁴
Geology and Soils Section 5.4.7(b)	Substantial soil erosion or loss of topsoil	Conditions 8, 12 and 17
Hazards and Hazardous Materials Section 5.4.9(b)	Release of hazardous materials into the environment	Conditions 8, 12, 17, 19 and 24

The documents and other materials, which constitute the record, are located at the State Water Board, Division of Water Rights, 1001 I Street, Sacramento, California. State Water Board staff will file a Notice of Determination within five days of the issuance of this certification.

3.0 Rationale

When preparing the conditions in this certification, State Water Board staff reviewed and considered: (a) PG&E's final FERC license application; (b) comments on the final license application submitted by agencies and interested parties; (c) United States Forest Service (Forest Service) 4(e) Conditions (16 U.S.C. § 797(e)); (d) FERC Environmental Assessment (EA) prepared pursuant to the National Environmental Policy Act (42 U.S.C §§ 4321 et seq.);

⁴ Monitoring and reporting requirements are included within referenced certification conditions.

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(e) PG&E's application for certification; and (f) Project-related comments by interested parties, including comments received on the draft certification. State Water Board staff also considered the SR/SJR Basin Plan, existing water quality conditions, Project-related controllable factors, and other information in the record.

The following describes the rationale used to develop the conditions in the certification. Any conditions that require development of a plan will require review, modification (if necessary), and approval by the Deputy Director. In addition, other regulatory agencies have specific authorities to approve plans and reports.

3.1 Minimum Instream Flows

In 2001, PG&E conducted an Instream Flow Incremental Methodology (IFIM) study using a Physical Habitat Simulation (PHABSIM) model in conjunction with a habitat suitability criteria (HSC) study to examine the effects of increased instream flows on aquatic resources. Specifically, these studies were aimed at determining the change in available habitat for several fish species, in different life stages,⁵ within the Poe bypass reach. PG&E designed and conducted these studies in consultation with relicensing participants, including but not limited to, State Water Board staff, California Department of Fish and Wildlife (CDFW),⁶ Forest Service, Butte County, Plumas County, National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS), American Whitewater, California Sportfishing Protection Alliance (CSPA), and the National Park Service (NPS).

On October 26, 2006, the State Water Board adopted the *2006 Federal Clean Water Act Section 303(d) List of Water Quality Limited Segments for California* (Resolution No. 2006-0079). This list update included adding two impairments on the North Fork Feather River for temperature and mercury concentration. The water temperature listing was identified as impairment to the cold freshwater habitat beneficial use. Specifically, the SR/SJR Basin Plan identified hydromodification and flow regulation/modification as potential sources for elevated water temperatures.

In 2006, as part of comments on the Draft EA, resource agencies participating in the relicensing process requested that FERC evaluate all new information and proposed flow regimes. This included higher instream flow proposals to support cold water fisheries, as a result of the 2006 303(d) listing of the North Fork Feather River for temperature. FERC's 2007 Final EA included an increased instream flow schedule that would increase the weighted usable area (WUA) for many aquatic resources.

The instream flow requirements outlined in Condition 1 will result in reduced water temperature⁷ in some Project sub-reaches and better mimic the unimpaired annual hydrograph of the North Fork Feather River. Simulating a natural hydrological springtime recession is an important environmental cue for breeding and migration (Zweifel, 1955). Decreased temperatures

⁵ Species and life stages analyzed include juvenile and adult rainbow trout, juvenile and adult Sacramento sucker, juvenile and adult Hardhead, juvenile and adult Sacramento pikeminnow, and adult Smallmouth bass.

⁶ CDFW was formerly known as the California Department of Fish and Game.

⁷ Results of SNTEMP (Stream Network Temperature) modeling for the Poe bypass reach. Table 10, page 47. (FERC, 2007).

throughout the year and the implementation of a spring recession may also help restore historical fish assemblages in the Poe bypass reach (Kiernan et al. 2012). Increased habitat for resident fish and other aquatic biota in the Poe bypass reach has the potential to decrease intraspecies and interspecies competition. Current instream flow requirements reduce the amount of submerged spawning gravels with adequate flows, thus significantly reducing available spawning habitat for rainbow trout (FERC, 2007). Greater instream flows will reduce water temperatures for cold freshwater habitat during the summer and improve WUA for native fish species while providing for hydropower generation.

3.2 Water Year Types

Designation of water year types is necessary to appropriately consider water supply and instream flow needs and protect the associated beneficial uses of water designated for the North Fork Feather River (see Section 2.2). Condition 1 of the certification relies on the Department of Water Resources (DWR) Bulletin 120 water year type determination in a given year. Unimpaired runoff projections provide the basis for water year type designations provided by DWR in Bulletin 120 in February, March, April, and May of each year. Unimpaired runoff projections in Bulletin 120 are commonly used throughout the state as a reliable metric for determining water year types.

Climate change has the potential to increase ambient temperatures and affect precipitation patterns in California. This potential change in timing and availability of water resources may make it necessary to revise water year type criteria during the 30-50 year license term. Condition 1 allows PG&E to request a modification of water year types. A modification of water year types may result in modification of instream flows.

3.3 Planning for Extremely Dry Conditions

California's history of drought and dry years illustrates the importance of contingency planning for multiple dry years or drought. It is difficult to anticipate the specific impacts of consecutive Dry years, consecutive Critically Dry years, or a drought, and identify where limited water supplies may be best used during times of shortage. Condition 3 provides PG&E the opportunity, following consultation with State Water Board staff, USFWS, Butte County, Plumas County, Forest Service and CDFW, to request Deputy Director approval of a Revised Operations Plan during consecutive Dry, consecutive Critically Dry, or drought years. This condition provides flexibility for adaptive management during times of extreme water shortage.

3.4 Pulse Flows and Sediment Management

Since the Project commenced operation in the 1950s, the Project has regulated flows of the North Fork Feather River from Poe Reservoir to the Oroville Facilities Hydroelectric Project (FERC Project No. 2100). As a result of consistently lower flows and diminished natural variability during this period, Project operations have potentially resulted in the deposition and accumulation of fine grain sediment and organic matter. California's Mediterranean to dry climate results in a highly variable precipitation regime that can result in different storm magnitudes from year to year. This means that even in Normal water years there is the potential that flows are of an insufficient magnitude to flush fine grain sediments.

Pulse flows will help flush fine grain sediment and organic matter down the Poe bypass reach and mimic natural geomorphic processes associated with the natural hydrograph. During the

relicensing process, PG&E and the resource agencies discussed proposals for pulse flows. PG&E commented on Forest Service preliminary 4(e) conditions that flows should be triggered before water temperatures exceed 10 degrees Celsius (10°C) to avoid impacts to rainbow trout spawning. The pulse flow and sediment management condition will protect the beneficial uses of the North Fork Feather River, as described in PG&E's comment and associated resource agencies' input. Pulse flows and restoration of a more natural flow regime support the integrity of aquatic life by maintaining habitat of sufficient size, character, diversity, and connectivity, and by providing natural sediment and organic material. Additionally, the implementation of seasonal pulse flows provides environmental cues for resident aquatic resources during different life stages.

Condition 4 requires PG&E to implement a 20-hour flow release schedule for the mobilization of fine grain sediment prior to water temperatures in the Poe bypass reach exceeding 10°C. Pulse flows are triggered when monitoring finds a 25 percent increase in fine grain sediments in the Poe bypass reach. Monitoring will be conducted according to the Sediment Monitoring Plan, which PG&E must submit to the Deputy Director for approval.

3.5 Ramping Rates

The foothill yellow-legged frog (FYLF) (*Rana boylii*) is a candidate species for protection under the California Endangered Species Act (CESA) and a Forest Service Sensitive Species. It is believed that FYLF populations have declined in the majority of their historical range and FYLF are considered extinct in a number of watersheds they historically inhabited. Variable instream releases as a result of hydromodification from hydroelectric project operations are considered to be a contributing factor in declining FYLF reproductive success (Kupferberg et al. 2009). Significant stage changes can cause scouring and stranding of FYLF egg masses, as well as increased benthic macroinvertebrate (BMI) drift (Yarnell et al. 2012). Maintaining more consistent marginal habitat conditions provides buffers against significant velocity increases that may otherwise be affected by Project operations and effect FYLF reproductive success (Kupferberg 1996; Yarnell et al. 2012). Considering FYLF tadpole's sensitivity to changes in velocity and that egg masses are generally deposited at shallow depths, the implementation of ramping rates will offer increased reproductive protection. Development of a ramping rate plan is the most effective measure to ensure the Project is protective of FYLFs when considering the importance of FYLF protections, the need for infrastructure upgrades, involvement of multiple regulatory agencies with similar concerns and responsibilities, and the influence of ramping operations at the upstream Rock Creek-Cresta Project.

Interim ramping rates at Poe Dam offer interim protection for aquatic resources while a more permanent ramping rate plan is developed. More conservative long-term ramping rates are required from March 1 through September 30 to protect FYLF breeding, egg masses, tadpoles, frog metamorphs, and juveniles.

3.6 Recreational Flows

The Project and associated facilities offer a unique opportunity for whitewater recreation because of their close proximity to population centers in Oroville and Chico. Since the beginning of Project operations in 1958, the Project has not provided high enough flows for whitewater recreation during the recreation season (April–September). The Poe bypass reach offers multiple segments with various whitewater skill levels (class rapids) and drop-in access sites at Sandy Beach and Bardees Bar. Furthermore, the North Fork Feather River as a whole

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offers a regionally unique and stunning backdrop of deeply incised canyon walls for potential recreationalists. Per Condition 6, in Normal and Wet water years the Recreation Technical Review Group (RTRG) will schedule whitewater recreational flows in the Poe bypass reach when biological monitoring indicates flows will not impact FYLFs.

3.7 Gage Maintenance

Accurate and real-time streamflow information is necessary for water management and to monitor compliance with instream flow requirements. Condition 7 requires the continued operation and maintenance of Gage 23 and requires PG&E to provide real-time data via the internet within four hours of collection.

3.8 Recreation Improvement and Monitoring

The Project has four recreation sites along the North Fork Feather River, each with differing degrees of access and existing facilities. A 75 to 100 percent increase in recreational visitors and associated usage of Project facilities is projected over the course of a new FERC license (PG&E, 2003). The increased demand is anticipated to be associated with a number of recreation activities including: contact and non-contact water recreation, hiking, fishing, and primitive camping. This increased usage requires various new facilities, including toilets, trash receptacles, and picnic tables at some sites to protect the beneficial uses of the North Fork Feather River. In addition, gravel resurfacing and trail construction are necessary to ensure the continued access and safety of the sites, as well as protection of water quality.

Coordination and approval of the recreation improvements requires PG&E to develop a Recreation Improvement and Monitoring Plan. This plan will also include triggers for sanitation and recreation upgrades based on use. PG&E is required to consult with the Forest Service, CDFW, USFWS, California Department of Boating and Waterways, Butte County, Plumas County, American Whitewater, CSPA, the State Historic Preservation Officer (SHPO), and State Water Board staff in developing the plan, and submit the final plan for Deputy Director approval.

3.8.1 Sandy Beach

Sandy Beach receives the greatest recreation visitation of any of the Project facilities. Its location on Highway 70 makes it a popular attraction for vacationers passing through and nearby residents from Oroville and Chico. The current number of visitors Sandy Beach receives warrants additional facilities to protect the water quality and beneficial uses of the North Fork Feather River. Given the existing and projected increase in use at Sandy Beach, additional supportive facilities, such as parking and toilets, are needed. Condition 8 requires PG&E to submit a plan that includes resurfacing the parking lot and road, installing and maintaining portable toilets and trash receptacles, and trail construction.

3.8.2 Bardees Bar

Existing recreation facilities at Bardees Bar consist of a number of informal features leftover from Project construction. When assessing recreation use at Bardees Bar, PG&E noted that while overall use was low, recreationalists at Bardees Bar tended to stay longer and had a higher percentage of overnight visits. In addition, one recreationalist suggested to State Water Board staff that the greatest use occurs during

deer season and that Bardees Bar serves as a local overnight location for many hunters. The increased overnight use in the early fall and the lack of sanitation facilities at Bardees Bar necessitates installation of supportive facilities. PG&E is required to install and maintain bathroom, picnic, and trash facilities at Bardees Bar.

3.8.3 Poe Beach and Poe Powerhouse Beach

Poe Beach is a small informal recreation site located on the North Fork Feather River off Poe Powerhouse Road. Existing access to Poe Beach consists of approximately 100 feet of narrow, rutted, rope-guided trails that terminate at a small white sand beach. Support ropes on the trail are in poor condition and the slope stability of the trail is relatively poor. Increased user demand, high precipitation events, and changes in vegetation have the potential to render the trail impassable and contribute to erosion and associated sediment discharges. To support continued use of Poe Beach and to alleviate public safety concerns, trail improvements or construction of stairs is required. The specific scale, type, and timing of such improvements will be determined following consultation and reflected in the Recreation Improvement and Monitoring Plan.

Poe Powerhouse Beach is located a short distance from where the outflow from Poe Powerhouse discharges into the North Fork Feather River. Poe Powerhouse Road terminates at the Poe Powerhouse. The access road from Poe Powerhouse to Poe Powerhouse Beach is in poor condition and limits the public's ability to access Poe Powerhouse Beach. In addition, neither Poe Beach nor Poe Powerhouse Beach has publically accessible restroom facilities nearby. This lack of sanitation facilities coupled with projected increases in visitation could impact water quality and beneficial uses. For these reasons, PG&E is required to resurface the access road to the Poe Powerhouse Beach and install a pit toilet.

3.8.4 Poe Reservoir

Due to the steep, narrow nature of Poe Reservoir, no formal boat launch facilities exist. However, understanding the limited opportunities for flatwater boating in the area and to protect the water contact recreation beneficial use of the North Fork Feather River, PG&E is required to provide reasonable access to Poe Reservoir. If, after consultation with State Water Board staff and stakeholders, PG&E determines that access is infeasible based on water quality, security, or financial concerns, PG&E may submit a request for Deputy Director approval to suspend implementation of Condition 8.4. The implementation of Condition 8.4 may be re-evaluated in the future if the basis of the infeasibility determination changes.

3.9 Poe Bypass Reach Biological Monitoring

Changes to the Poe bypass reach's hydrological regime have the potential to change the distribution of biological resources. Following license issuance new baseline data for fish, BMI, and amphibians will need to be established as outlined in Condition 9.

An early study required by FERC as part of the relicensing process suggested there was a link between higher instream flows and the decline of FYLF populations. However, relicensing participants later found scouring and stranding of egg masses were a heavy contributor to declining FYLF populations on the North Fork Feather River. While stage change measures are

important in preventing FYLF egg mass scouring or stranding, higher flows will mimic the more natural hydrograph under which FYLFs evolved. See Condition 5 (Ramping Rates) for more on measures to protect FYLF during stage changes associated with spill events. Additionally, FYLF research has found that in larger channels, breeding sites tend to be found near point bars, tributary confluences, and features that offer spatial stability (Kupferberg, 1996). In some areas, the deeply incised canyon walls prevalent on the North Fork Feather River have the potential to offer less buffering capacity against velocity increases resulting from higher flows. Shifts in habitat distribution, connectivity, and quality as a result of increased instream flows have the potential for varied short-term effects on FYLF populations in the Poe bypass reach. Considering that FYLF surveys often show repeated use of the same breeding habitat and that there is a potential for some sites to be more heavily influenced by higher flows, FYLF monitoring is necessary (Kupferberg, 1996).

Operation of the Project modifies the unimpaired hydrograph of the North Fork Feather River by impounding water and decreasing the volume of water (flow) in the Poe bypass reach. This results in increased water temperature in the Poe bypass reach in the summer months because of the decreased volume, depth, and velocity of water in the reach. Increased flows are expected to lower the summer water temperature in the Poe bypass reach. Flow regime restoration has the potential to change fish species composition and relative abundance (Kiernan et al. 2012). Fish monitoring will help track the composition and distribution of fish populations over the term of the license. Monitoring fish populations will provide information on the health of specific cohorts of resident fish populations, and provide information on Project impacts thereto.

Evaluating BMI communities is a useful tool in monitoring water quality trends and responses to new flow regimes. BMI provide an important food source for most salmonids. BMI monitoring will be consistent with State Water Board Surface Water Ambient Monitoring Program (SWAMP) protocols and will be evaluated using the California Stream Condition Index (CSCI) and EPT Index.⁸ BMI monitoring data will provide information necessary to evaluate changes associated with implementation of instream flow requirements (Condition 1).

3.10 Temperature Monitoring

To protect beneficial uses, it is necessary to understand and monitor changes in temperature associated with the integrated management of PG&E's North Fork Feather River hydroelectric system, including the Project. Temperature increases following spring recession flows are critical for signaling FYLF breeding. Average daily North Fork Feather River temperatures of 10-16°C trigger the onset of breeding and oviposition (GANDA, 2008). Pulse flows, recreation flows, and ramping rate conditions all rely on temperature monitoring to identify and mitigate potential effects on FYLF. Condition 10 of this certification outlines the timing for plan submittal and facility modification, if necessary.

⁸ The EPT Index summarizes BMI richness in groups that are generally considered pollution sensitive: *Ephemeroptera* / mayflies; *Plecoptera* / stoneflies; and *Trichoptera* / caddisflies. This metric was used during relicensing studies on the North Fork Feather River.

3.11 Riparian Vegetation Monitoring

Natural instream flow recessions historically dictated stream channel characteristics. High flow events from snow melt would increase the wetted width of the channel and recruit gravel, cobble and organic material. However, since the Project went online in 1958, variable high flows have been mostly limited to spring runoff peaks before returning to low summer baseflows. Riparian vegetation and large woody debris provide important habitat for cold water fisheries and BMI. A riparian vegetation monitoring plan will help determine how increased flows are affecting riparian vegetation in the Poe bypass reach.

3.12 Road Management

Operations and maintenance of Project roads have the potential to impact water quality. Factors such as local topography, roadbed material, and drainage characteristics can influence the potential for water quality impacts. To avoid and minimize these potential water quality impacts, Condition 12 requires PG&E to develop and implement a Road Management Plan. Condition 12 will help ensure Project roads do not cause discharges in violation of water quality standards.

3.13 Tributary Access

North Fork Feather River stage fluctuations in the Poe bypass reach have the potential to limit resident fish populations' access to Mill and Flea Valley Creeks. Project operations may adversely affect outmigrating juvenile rainbow trout and the accessibility of these tributaries as coldwater refugia for adult or sub-adult rainbow trout. To evaluate potential effects, PG&E is required to develop and implement a Tributary Access Plan to monitor Project effects on fish access to tributaries and implement measures to address accessibility if necessary.

3.14 Bardees Bar Bridge Removal

Construction activities related to the potential removal of Bardees Bar bridge have the potential to impact water quality. PG&E is required to develop and implement a plan that details appropriate erosion control and water quality protection measures if the Bardees Bar bridge is removed.

3.15 Bardees Bar Spoil Pile Revegetation

The Bardees Bar Spoil Pile is a remnant from the construction of the Project that is located on top of the southern bank of the North Fork Feather River near Adit 1 of the Poe Bypass Tunnel. The Bardees Bar Spoil Pile is estimated to be between 500,000 and 600,000 cubic yards and has been visually estimated to be between one and six feet tall. The Bardees Bar Spoil Pile has the potential to increase sedimentation during high flows and creates a visually displeasing viewshed from Highway 70. PG&E is required to revegetate the spoil pile soil and implement measures to prevent potential water quality impacts.

3.16 National Marine Fisheries Service Reservation of Authority

In letters dated December 12, 2005, and November 15, 2006, NMFS reserved its authority to condition fish passage for the Project. If a plan or action to reestablish anadromy for the North

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Fork Feather River fisheries is required by NMFS under section 18 of the Federal Power Act, PG&E will consult with relicensing participants in developing passage measures. Fish passage may require evaluation of salmonid habitat characteristics not quantified during relicensing studies or as part of any ongoing monitoring. Project flow regimes, facility limitations, and the availability of spawning gravels and large woody debris are potential limitations to any effort to reintroduce Endangered Species Act listed anadromous fish species. In consultation with relicensing participants, the Project would need to be evaluated to ensure that continued operations are protective of the cold freshwater habitat and spawning beneficial uses.

3.17 Additional Conditions

In order to ensure that the Project operates to meet water quality standards as anticipated, to ensure compliance with other relevant state and federal laws, and to ensure that the Project will continue to meet state water quality standards and other appropriate requirements of state law over its lifetime, this certification imposes conditions regarding monitoring, enforcement, and potential future revisions. Additionally, California Code of Regulations, title 23, section 3860 requires imposition of certain mandatory conditions for all water quality certifications, which are included in this certification.

4.0 Conclusion

The State Water Board finds that, with the conditions and limitations imposed by this certification, the proposed Project will be protective of the state water quality and comply with other appropriate requirements of state law.

5.0 Water Quality Certification Conditions

ACCORDINGLY, BASED ON ITS INDEPENDENT REVIEW OF THE RECORD, THE STATE WATER RESOURCES CONTROL BOARD CERTIFIES THAT THE POE HYDROELECTRIC PROJECT will comply with sections 301, 302, 303, 306, and 307 of the Clean Water Act, and with applicable provisions of State law, if the Pacific Gas and Electric Company complies with the following terms and conditions during the Project activities certified herein.

Condition 1. Minimum Instream Flows

Within 60 days of license issuance, the Licensee shall operate according to the minimum instream flows specified in Table 1 as measured at USGS gage No. 11404500 (Gage 23).⁹ Flows shall be measured as both a 24-hour average (mean daily) and an instantaneous reading. Instantaneous flows are used to construct the average daily flow value and shall be measured in time increments of not more than 15-minutes. Mean daily flows shall be 24-hour averages of the instantaneous readings from midnight of one day to midnight of the next day. The Licensee shall record instantaneous streamflow as required by USGS standards. Instantaneous flow measurements shall be at least 90 percent of the minimum flow listed in Table 1. Mean daily flows shall be equal to or greater than the minimum flows listed in Table 1.

Table 1. Minimum Instream Releases (cfs) from Poe Dam as measured at Gage 23¹

Month	Water Year Type ²			
	Wet	Normal	Dry	Critically Dry
October	250	250	180	180
November	275	275	180	180
December	300	300	180	180
January	325	300	180	180
February	350	325	225	225
March	350	350	300	300
April	400	400	325	300
May	500	400	350	300
June	500	400	350	300
July	500	400	350	300
August	500	400	350	300
September	400	350	300	250

¹ No diversion may occur until the minimum instream flows are satisfied.

² Water year types are defined in Condition 2.

The minimum instream flow requirements are subject to temporary modification if required by equipment malfunction, as directed by law enforcement authorities or by FERC, or in emergencies. An emergency is defined as an unforeseen event that is reasonably out of the

⁹ Gage 23 is also known as NF 23, and is owned and operated by PG&E.

control of the Licensee and requires the Licensee to take immediate action, either unilaterally or under instruction by law enforcement or other regulatory agency staff, to prevent imminent loss of human life or substantial property damage. An emergency may include, but is not limited to: natural events such as landslides, storms, or wildfires; malfunction or failure of Project works; and recreation accidents. When possible the Licensee shall notify the Deputy Director prior to any temporary stream flow modification. In all instances, the Licensee shall notify the Deputy Director within 24 hours of any temporary stream flow modification. Within 96 hours of the temporary stream flow modification, the Licensee shall provide the Deputy Director with an update of the conditions associated with the modification and an estimated timeline for returning to the required minimum instream flows. Within 30 days of any temporary stream flow modification, the Licensee shall provide the Deputy Director with: (1) photo documentation of the emergency or reason for the stream flow modification; (2) a written description of the modification and its necessity; (3) an updated timeline for returning to the required minimum instream flows or timeline when the minimum instream flows resumed; and (4) a plan to prevent the need for modification of minimum instream flows resulting from a similar emergency in the future.

Condition 2. Water Year Types

Each year the Licensee shall determine the water year type based on forecasted unimpaired runoff of the Feather River at Lake Oroville. Water years shall be categorized into Wet, Normal, Dry, and Critically Dry based on historical unimpaired flows on the Feather River.

Water year determinations will be dictated by spring runoff forecasts in DWR Bulletin 120 reports, published the beginning of February, March, April, and May. The Licensee shall use the May forecast to establish the water year type for the remaining months of the year until the following February, when forecasting shall begin again. Minimum instream flows shall be implemented within two business days following DWR publication of Bulletin 120 unless ramping rate requirements preclude the Licensee from achieving those flows within two days. The Licensee shall provide notice of the final water year determination to State Water Board staff by May 31 of each year. The water year types are defined in Table 2.

Table 2. Water Year Types*	
Wet	Greater than or equal to 5,679 thousand acre-feet (TAF)
Normal	Less than 5,679 TAF, but greater than or equal to 3,228 TAF
Dry	Less than 3,228 TAF, but greater than or equal to 2,505 TAF
Critically Dry	Less than 2,505 TAF

*Based on forecasted unimpaired runoff of the Feather River at Lake Oroville provided in DWR's Bulletin 120.

With an increase in ambient temperatures, the presence of cold freshwater-dependent aquatic species, and a decrease in precipitation (snow fall), it may be necessary to revise water year types during the life of the license. After consultation with State Water Board staff, Forest Service, USFWS, and CDFW, the Licensee may submit to the Deputy Director for approval a request to modify how water year types are defined (Water Year Modification). The Licensee

shall include with the Water Year Modification: (i) documentation of consultation with State Water Board staff, Forest Service, USFWS, and CDFW; (ii) copies of comments and recommendations made in connection with the Water Year Modification; and (iii) a description of how the Water Year Modification incorporates or addresses the comments and recommendations of the agencies. The Deputy Director may require modifications as part of any approval. Any changes in flows made in response to changing water year types shall comply with the ramping rates in Condition 5. Upon Deputy Director approval of modifications to the water year types, the new water year types and associated implementation shall be filed with FERC and become a condition of this water quality certification.

Condition 3. Extremely Dry Conditions

In the event of extremely dry conditions, which may include a year in which the Governor of the State of California declares a drought, or multiple consecutive Dry or Critically Dry years, the Licensee may request a modification of the instream flow requirements (Condition 1). The Licensee shall consult with representatives from the State Water Board, Butte County, Plumas County, USFWS, Forest Service, and CDFW to discuss operational plans to manage extremely dry conditions. The Licensee shall submit to the Deputy Director, for review and approval, a proposed revised operations plan and any comments provided during the consultation process. The Deputy Director may make modifications as part of any approval. The Licensee shall file the Deputy Director approved revised operations plan with FERC. The Licensee may implement the revised operations plan upon receiving Deputy Director and other necessary regulatory approvals.

Condition 4. Pulse Flows and Sediment Management

Within one year of license issuance, the Licensee shall submit a Sediment Management Plan to the Deputy Director for review and approval. The Sediment Management Plan shall be prepared in consultation with State Water Board staff, Forest Service, USFWS, and CDFW. The Sediment Management Plan shall outline goals and objectives for the management of fine-grained sediment and organic material in riffles and spawning sized stream substrate within the Poe bypass reach, including implementation of pulse flows. The Sediment Management Plan shall include methodologies for sampling and protocols for data sharing between agencies. The Deputy Director may make modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

Triggers for implementation of pulse flows shall be dependent on the results of sediment monitoring. Baseline monitoring shall occur the year following Deputy Director approval of the Sediment Management Plan. The initial baseline sediment accumulation monitoring shall be performed three- to six-months following a flow event with a mean daily magnitude of at least 2,000 cfs.¹⁰ If monitoring shows that fine grain sediment and organic material accumulation has increased by more than 25 percent as compared to the baseline sediment measurements, the Licensee shall either release or augment a spill flow prior to April 1 of the following year. The Licensee shall follow the regime shown in Table 3 while following the ramping rates in Condition 5. In no case will the pulse flow modifications require the release of more than 2,600 acre-feet of water in excess of the required minimum streamflow. Under extremely dry conditions, the

¹⁰ Pulse flows may be accomplished by Project operations or through natural hydrologic conditions.

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Licensee may request to modify or delay elements of the Sediment Management Plan. The Deputy Director may make modifications as part of any approval to modify or delay elements of the Sediment Management Plan. The Licensee shall implement pulse flows in accordance with the following requirements:

- A. The pulse flow shall be not be implemented after the temperature of the North Fork Feather River exceeds 10°C mean daily water temperature at Gage 23 on two successive days;
- B. For the protection of FYLF populations, the pulse flow shall occur prior to the onset of frog breeding in the Poe bypass reach;
- C. Pulse flows shall not take place if rainbow trout spawning in the Poe bypass reach is observed and reported to the Licensee by CDFW, USFWS, or Forest Service; and
- D. The Licensee shall notify CDFW, Forest Service, USFWS, and State Water Board staff prior to implementation of a non-natural pulse flow.

Table 3. Pulse Flows

Duration (hours)	Flow (cfs)
1	baseflow to 750
1	1,500
6	2,000
2	1,600
2	1,300
2	1,100
2	800
2	600
2	450
	450 to baseflow

The Licensee shall monitor fine-grain sediment and organic material accumulation three- to six-months following a pulse flow event. If monitoring indicates fine-grain sediment and organic material accumulation remains at or above a 25 percent increase as compared to the baseline sediment measurements, the Licensee shall consult with State Water Board staff, CDFW, USFWS, and Forest Service and submit a modified pulse flow schedule, for Deputy Director review and approval, no later than nine months following post-pulse flow monitoring. Once approved by the Deputy Director, the Licensee shall implement the modified pulse flow schedule as soon as possible within the constraints of this condition and the newly approved modified pulse flow schedule. The Licensee may also request a modified pulse flow schedule, following consultation with State Water Board staff, CDFW, USFWS, and the Forest Service, if the Licensee determines that the expected benefits can be better achieved by a pulse flow of a different magnitude or duration. The request shall be submitted to the Deputy Director for review and approval. The Deputy Director may make modifications as part of any approval. The Licensee shall file any Deputy Director approved plan, and any modifications, with FERC.

Condition 5. Interim and Long-Term Ramping Rates

For the preservation and improvement of aquatic resources in the Project area, the Licensee shall control river flows by ramping stream flow releases from Poe Dam.

5.1 Interim Ramping Rates

Within 60 days of license issuance, the Licensee shall implement interim ramping rates for all Poe Dam flows under the Licensee's control and below 3,000 cfs (as measured at Gage 23) as follows:

- A. 250 cfs/hour up-ramp from March 1 through September 30;
- B. 400 cfs/hour up-ramp from October 1 through February 28/29; and
- C. 150 cfs/hour down-ramp year-round.

5.2 Long-Term Ramping Rates

Within one year of license issuance, the Licensee shall submit a Ramping Rate Plan to the Deputy Director for review and approval. The Ramping Rate Plan shall be developed in consultation with State Water Board staff, CDFW, USFWS, Forest Service, Butte County, Plumas County, CSPA, and American Whitewater. The Ramping Rate Plan shall include a ramping rate schedule and consider operations at the upstream Rock Creek-Cresta Project (FERC Project No. 1962). The Deputy Director may make modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

Where facility modification is required to implement the long-term ramping rates, the Licensee shall complete such modifications as soon as reasonably practicable and no later than three years after license issuance. Prior to completion of such required facility modifications, the Licensee shall make a good faith effort to meet the requirements of this condition within the capabilities of the existing facilities.

In the event that studies or monitoring during the term of the license identify the need to modify ramping rates, the Licensee shall consult with State Water Board staff, CDFW, USFWS, Forest Service, Butte County, Plumas County, CSPA, and American Whitewater to establish more appropriate rates. The revised Ramping Rate Plan shall be approved by the Deputy Director and filed with FERC before implementation. The Deputy Director may make modifications as part of any approval.

Condition 6. Recreational Flows

In Normal and Wet water years, the Licensee shall release 6,000 acre-feet in the Poe bypass reach for recreational boating purposes. Recreational river flows shall occur between the hours of 10 AM and 4 PM (unless otherwise agreed upon by the RTRG) and shall be measured at Gage 23 (USGS gage no. 11404500).

The Licensee shall establish, within six months of license issuance, a RTRG that consists of representatives from the State Water Board, Forest Service, USFWS, CDFW, American Whitewater, CSPA, Butte County, and Plumas County. The Licensee shall develop a Memorandum of Understanding (MOU) that establishes the goals of the RTRG and participant roles. One goal of the RTRG shall be to provide quality whitewater recreation flows while protecting the FYLF spawning window.¹¹ Within one year of license issuance, the final MOU, signed by all parties except the State Water Board, shall be submitted to the Deputy Director for review and approval. The MOU parties will be notified if the Deputy Director determines

¹¹ Condition 9 will provide data that may be used to refine the FYLF spawning window.

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modifications to the MOU are deemed necessary so that the MOU parties may concur with the proposed modifications prior to Deputy Director approval.

Unless a permanent Project recreation release schedule is developed by the RTRG and approved by the Deputy Director, each Normal and Wet water year the Licensee shall work with the RTRG to develop a recreation release schedule. By May 1 of each year, the Licensee shall submit the proposed recreation release schedule along with any comments in opposition to the proposed recreation release schedule to the Deputy Director for consideration. Unless otherwise directed by the Deputy Director, the Licensee shall implement the proposed recreation release schedule. The Licensee shall maintain and make public via the internet records of RTRG meetings and the recreation release schedules.

Recreation flow releases may be postponed due to a temporary stream flow modification, as outlined in Condition 1. The Licensee shall provide as much notice to the RTRG as reasonably practicable under the circumstances when a recreation flow release is postponed due to a temporary stream flow modification (Condition 1). Unless otherwise directed by the Deputy Director, the Licensee shall reschedule the postponed recreation release as recommended by the RTRG.

Condition 7. Gaging Maintenance

The Licensee shall operate and maintain Gage 23 (USGS gage no. 11404500) for the duration of the license and any extensions. Within one year of license issuance, the Licensee shall submit a Gaging Plan to the Deputy Director for review and approval. The Deputy Director may make modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

The Gaging Plan shall outline how and where the Licensee will provide real-time release and stage change data (Condition 5) as well as a list of best management practices (BMPs) the Licensee will implement for gage installation and maintenance. Real-time flow information shall be available within four hours of collection and shall be accessible to the public via the internet including, but not limited to, the previous seven days of flow information. All provisional streamflow values shall be labeled as: "These provisional data have not been reviewed or edited and may be subject to significant change" or other similar language approved by the Deputy Director. All data recorded by the above-mentioned equipment shall comply with USGS standards and record flows at no less frequently than 15-minute intervals. The Licensee shall document all instream flows in readily accessible formats. Stream flow data collected by the Licensee shall be reviewed by hydrographers as part of a quality assurance/quality control (QA/QC) protocol. Upon completion of the QA/QC process and no later than December 31, the raw and reviewed data for the previous water year (October 1 – September 30) shall be catalogued and made available to USGS in an annual hydrology summary report(s). The Licensee shall provide notice to State Water Board staff when the data are submitted to USGS and provide the location on the internet where the annual hydrology summary report(s) can be found.

Condition 8. Recreation Improvement and Monitoring

Within one year of license issuance, the Licensee shall submit a Recreation Improvement and Monitoring Plan (Recreation Plan) to the Deputy Director for review and approval. The Deputy

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Director may make modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

The Licensee shall develop the Recreation Plan in consultation with the Forest Service, CDFW, USFWS, California Department of Boating and Waterways, Butte County, Plumas County, American Whitewater, CSPA, State Water Board staff, and SHPO. The Recreation Plan shall outline construction details and schedules for implementation of recreation improvements that are anticipated within the first three years of license implementation, including the improvements outlined in Conditions 8.1 through 8.4. The Recreation Plan shall include proposed monitoring of recreational improvements and triggers for sanitation upgrades. Triggers include, but are not limited to: tipped or flipped toilets; overflowing toilets; exceeding anticipated frequency of pumping during recreation season; presence of human waste outside of toilet facilities; overflowing trash receptacles; and other water quality concerns. After any three occurrences of the triggers included in the Deputy Director approved Recreation Plan, or at the direction of the Deputy Director, the Licensee shall consult with the Forest Service, California Department of Boating and Waterways, Butte County, Plumas County, State Water Board staff, and SHPO, to determine what steps are necessary to protect the beneficial uses of water from impacts associated with recreation. The Licensee shall consult with the parties within six months, and provide an updated Recreation Plan for Deputy Director approval within one year, of the appropriate trigger (third occurrence or other trigger in plan) or receipt of Deputy Director direction. Recreation improvements shall be located in a manner so as to avoid impacts to cultural and historical resources as determined by FERC's programmatic agreement (PA) or SHPO. All recreation improvements shall be completed within three years of license issuance unless otherwise approved by the Deputy Director.

8.1 Sandy Beach Recreation Improvements

- A. The Licensee shall resurface with gravel or pave the transition from Highway 70 to the beginning of the Sandy Beach parking lot. The Licensee may submit, to the Deputy Director for approval, a request to be relieved of the requirement to resurface the transition from Highway 70 if Caltrans imposes conditions deemed to be cost prohibitive by the Licensee. The Sandy Beach parking lot shall be resurfaced with gravel or paved.
- B. At a minimum, the Licensee shall install and maintain two portable toilets and sufficient trash receptacles with lids to contain trash at the Sandy Beach parking lot. At a minimum, the toilets and trash receptacles shall be in place each year during the recreation season (from Memorial Day through Labor Day). The Licensee shall develop a hardened trail or stairway from the Sandy Beach parking lot to Sandy Beach.
- C. The Licensee shall maintain these improvements for proper functionality for the term of the license and any extensions.

8.2 Bardees Bar Recreation Improvements

For the enhancement of recreation opportunities and protection of water quality, at a minimum, the Licensee shall install a vault toilet, permanent picnic table, and garbage facilities at the Bardees Bar parking area. The Licensee shall maintain these improvements for proper functionality for the term of the license and any extensions.

8.3 Poe Beach and Poe Powerhouse Recreation Improvements

- A. At a minimum, the Licensee shall provide a vault toilet and trash receptacles at the Poe Powerhouse. The Licensee shall regrade the gravel road that leads to the beach area near the Poe Powerhouse. The scope of the proposed improvements shall be clearly outlined in the Recreation Plan.

- B. The Licensee shall improve the access trail to Poe Beach through installation of stairs, a switchback trail, or other means approved in the Recreation Plan. The Licensee shall
 - install signage at Poe Beach highlighting the location of the nearby restroom and trash receptacles at Poe Powerhouse.
- C. The Licensee shall maintain these improvements for proper functionality for the duration of the license and any extensions.

8.4 Poe Reservoir Access

The Licensee shall provide access to Poe Reservoir. If, after consultation with State Water Board staff and stakeholders, the Licensee determines that access to Poe Reservoir is not feasible due to water quality, security, or financial concerns, the Licensee may submit a request for Deputy Director approval to suspend implementation of Condition 8.4. The Deputy Director may make modifications as part of any approval. The Deputy Director may require reevaluation of Condition 8.4 if the basis of an infeasibility determination changes.

Condition 9. Poe Bypass Reach Biological Monitoring

Within one year of license issuance, the Licensee shall submit a Poe Bypass Reach Biological Monitoring Plan (Biological Monitoring Plan) to the Deputy Director for review and approval. The Biological Monitoring Plan shall be developed in consultation with State Water Board staff, Forest Service, USFWS, and CDFW. The Biological Monitoring Plan shall describe the fish, BMI, and amphibian monitoring the Licensee will conduct in the Poe bypass reach over the term of the license and any extensions. At a minimum, the Biological Monitoring Plan shall include the following elements: (1) objectives and goals; (2) description of the methodology that will be used for monitoring; and (3) description of possible circumstances that may affect monitoring and whether those circumstances are caused by Project operations. The Licensee shall include documentation of consultation with the above agencies, copies of comments and recommendations made in connection with development of the Biological Monitoring Plan, and a description of how the Biological Monitoring Plan incorporates or addresses agency comments and recommendations. All monitoring shall be consistent with the methods used for upstream monitoring associated with the Rock Creek-Cresta Hydroelectric Project (FERC Project No. 1962) unless otherwise approved by the Deputy Director. The Licensee shall allow a minimum of 30 days for the above agencies to comment and to make recommendations before submitting the Biological Monitoring Plan to the Deputy Director for review and approval. The Deputy Director may make modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

Fish and BMI. Table 5 establishes the years following license issuance that the Licensee shall monitor BMI and fish in the Poe bypass reach. Sampling may be deferred to the following year(s) in a year in which the Governor of the State of California declares a drought, or consecutive Critically Dry water years. A minimum of three sampling locations shall be sampled during each monitoring effort and sampling locations shall be consistent with past locations, unless otherwise approved by the Deputy Director. The Licensee shall submit biological monitoring reports to State Water Board staff within six months following completion of each sampling effort. Within six months of the end of a biological monitoring block period (outlined in Table 5), the Licensee shall consult with the Forest Service, State Water Board staff, USFWS, and CDFW to review the biological monitoring program. If changes to the biological monitoring program are determined appropriate by the agencies, the Licensee shall, within one year of the end of the block, propose updates to the Biological Monitoring Plan for Deputy Director

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approval. The Deputy Director may make modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any modifications, with FERC. Possible updates include, but are not limited to, sampling timeframes and protocols. Table 5 outlines the Biological Monitoring Schedule for the first 22 years of the license. Unless otherwise approved by the Deputy Director, the Licensee shall implement biological monitoring at least every five years following the final monitoring completed in Block 2 (i.e., commencing in Year 25) for the remainder of the license and any extensions.

Table 5. Biological Monitoring Schedule		
	Block Periods	Monitoring Years*
Initial	1-5	2, 3, 4
Block 1	6-12	6, 8, 10
Block 2	16-22	16, 18, 20

Fish monitoring data shall include, but are not limited to, the following:

- A. Fish species composition and relative abundance;
- B. Fish species size/age distribution; and
- C. Condition of sampled fish.

BMI monitoring shall be consistent with State Water Board SWAMP protocols and be evaluated using the CSCI unless otherwise approved by the Deputy Director. The initial monitoring block shall include analysis using the EPT index, as used in Project relicensing studies.

Amphibian. Following implementation of the new streamflows (Condition 1), the Licensee shall identify occupied and unoccupied FYLF egg-laying and rearing habitats in the Poe bypass reach. Metrics required to identify suitable habitat include but are not limited to: temperature, riparian vegetation establishment, scouring, water depths, water velocities, bank slope condition, and river bar formation/loss. Identification of suitable habitat shall be complete by the end of Year 2 of implementing new license streamflow conditions. Unless otherwise approved by the Deputy Director due to hydrologic conditions, during the fifth year of implementing the new license streamflow conditions, the entire Poe bypass reach shall be surveyed again to identify suitable FYLF egg-laying and rearing habitat.

Monitoring for FYLF eggs shall be conducted annually on 100 percent of the identified suitable habitat for the remaining license period and any extensions. Monitoring shall commence once the temperature of the North Fork Feather River at Gage 23 exceeds 10°C mean daily water temperature on two successive days or April 15 of each year, whichever occurs first, and shall be conducted every seven days until eggs have hatched. The Licensee shall provide the RTRG (Condition 6) with the weekly FYLF monitoring data.

Amphibian monitoring data shall include, but are not limited to, the following:

- A. FYLF population trends, distribution, and reproductive success; and
- B. Inventory of FYLF suitable habitat and relation to occupied habitat.

Condition 10. Temperature Monitoring

Within six months of license issuance, the Licensee shall file a Temperature Monitoring Plan with the Deputy Director for review and approval. The Temperature Monitoring Plan shall be developed in consultation with Butte County, Plumas County, USFWS, Forest Service, CDFW, and State Water Board staff. The Deputy Director may require modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC. The Temperature Monitoring Plan shall establish how changes in temperatures as a result of increased instream flows in the Poe bypass reach will be measured. The Temperature Monitoring Plan shall include provisions for possible modification of the monitoring program after the completion of the first three years of monitoring. Where facility modification is required for temperature measurement, the Licensee shall complete such modifications no later than 18 months after license issuance.

Ten years after the implementation of new Canyon Dam flow releases associated with the relicensing of the Upper North Fork Feather River Project (FERC Project No. 2105), the Licensee shall consult with Butte County, Plumas County, USFWS, Forest Service, CDFW, and State Water Board staff to evaluate the data collected under the Project's Temperature Monitoring Plan and other related information to evaluate whether changes to the instream flows are appropriate. Consultation shall include an evaluation of potential effects related to potential instream flow changes. No later than 12 years following implementation of the new Canyon Dam flow releases, the Licensee shall provide a report on the outcome of the consultation to the Deputy Director that includes: (i) a recommendation regarding whether a change to instream flows is appropriate; (ii) the proposed instream flows, if such changes are recommended; (iii) comments and recommendations made in connection with the consultation; and (iv) a description of how the Licensee's recommendation incorporates or address agency comments and recommendations. The Deputy Director may require implementation of the recommendation or other alternative deemed appropriate.

Condition 11. Riparian Monitoring

Within one year of license issuance, the Licensee shall prepare, in consultation with State Water Board staff and Forest Service, a Riparian Monitoring Plan for the Poe bypass reach. The Licensee shall file the Riparian Monitoring Plan with the Deputy Director for review and approval. The Deputy Director may require modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC. The Licensee shall conduct initial baseline-monitoring in the year following approval of the Riparian Monitoring Plan. Subsequent surveys shall be conducted in Years 5, 10, 15, 20, 25, 30, and every 5 years thereafter, for the term of the license and any extensions, following the implementation of the new instream flow requirements (unless other intervals are deemed necessary by the Deputy Director to evaluate the effects of flow changes on riparian vegetation).

Condition 12. Road Management Plan

Within one year of license issuance, the Licensee shall file a Road Management Plan with the Deputy Director for review and approval. The Road Management Plan shall prescribe the protection, maintenance, and construction of Project roads in a manner that is protective of water quality. At a minimum, the Road Management Plan shall include the following:

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- A. An inventory and map of all roads associated with the Project, including locations of drainage structures, streams, and surface water bodies;
- B. An assessment of Project roads to determine if any drainage structures or road segments are impacting or have the potential to impact water quality;
- C. Proposed measures and an implementation schedule to rehabilitate existing damage and minimize erosion from Project roads. Proposed measures designed to improve drainage should be consistent with the most current United States Department of Agriculture, Forest Service National BMP's [Best Management Practices] Road Management Activities; and
- D. A schedule and plan for inspection and maintenance of Project roads throughout the term of the license and any extensions.

The Deputy Director may require modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

Condition 13. Tributary Access

Within one year of license issuance, the Licensee shall consult with the Forest Service, CDFW, USFWS, and State Water Board staff to develop and file a Tributary Access Plan with the Deputy Director for review and approval. The Tributary Access Plan shall include the Licensee's proposal to monitor the effects of Project operations on outmigrating juvenile rainbow trout from Flea Valley Creek and Mill Creek, and the accessibility of these tributaries as coldwater refugia for adult or sub-adult rainbow trout during the summer months. The Deputy Director may require modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

The Tributary Access Plan and subsequent evaluation shall include an assessment of hydrologic connectivity between the North Fork Feather River and Flea Valley Creek and Mill Creek during the summer and fall months (July through October) under new license conditions. The Tributary Access Plan shall also include provisions for long-term monitoring to assess whether geomorphic stream alterations (e.g., gravel deposition) adversely affect tributary access. Unless otherwise approved by the Deputy Director, it is anticipated that long-term monitoring of tributary access for rainbow trout will be done in conjunction with biological monitoring requirements (Condition 9) of this certification.

By January 31 of the year following tributary access monitoring, the Licensee shall consult with the Forest Service, USFWS, CDFW, and State Water Board staff to review monitoring results from the previous year. Within three months following consultation, the Licensee shall provide a report to the Deputy Director that: (i) summarizes the outcome of consultation, including any comments and recommendations provided by the agencies regarding whether Project operations are adversely affecting the outmigration of juvenile rainbow trout, or adult or sub-adult rainbow trout access to coldwater refuge habitat during summer months; and (ii) proposes feasible modifications to Project operations or other measures to ensure fish access to tributary streams, if necessary. The Deputy Director may require implementation of the proposed feasible modifications or other measures to ensure fish access to tributary streams, or other alternative(s) deemed appropriate.

Condition 14. Bardees Bar Bridge Removal

If the Licensee removes the steel bridge at Bardees Bar, the Licensee shall develop and implement a Bardees Bar Bridge Removal Plan (Bridge Plan). The Licensee shall not proceed with removal of the steel bridge at Bardees Bar without Deputy Director approval. The Bridge Plan shall detail appropriate erosion control and other water quality protection measures that will be implemented, as well as a schedule for planned construction. The Licensee shall submit the Bridge Plan to the Deputy Director for review and approval prior to construction activities. The Deputy Director may require modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC.

Condition 15. Bardees Bar Spoil Pile Revegetation

Within one year of license issuance, the Licensee shall file a Bardees Bar Spoil Pile Revegetation Plan with the Deputy Director for review and approval. The Deputy Director may require modifications as part of any approval. The Licensee shall file the Deputy Director's approval, and any required modifications, with FERC. The Bardees Bar spoil pile shall be revegetated with appropriate local endemic species. The Licensee shall implement erosion control measures at the toe of the spoil pile near the North Fork Feather River.

Condition 16. National Marine Fisheries Service Reservation of Authority

If NMFS determines that anadromous fish passage is required under section 18 of the Federal Power Act, the Licensee shall consult with all interested relicensing participants in developing passage measures.¹² Introduction of anadromous fish may require reevaluation of Project facilities, flow regimes, availability of large woody debris, graveled spawning habitat and access to Project-affected tributaries. The State Water Board reserves the authority to modify or add conditions to this certification based on the outcome of the consultation process. The State Water Board also reserves the authority to require the Licensee to develop and conduct studies if listed species are identified for introduction to the Project area. Such studies shall be designed in consultation with State Water Board staff, NMFS, Forest Service, USFWS, and CDFW, to determine appropriate measures to minimize potential impacts and protect water quality and beneficial uses.

Condition 17. The Licensee shall comply with the State Water Board's Construction General Permit, and amendments thereto. For all construction or other activities that could impact water quality or beneficial uses, including those activities not subject to the Construction General Permit, a Deputy Director-approved water quality monitoring and protection plan shall be prepared and implemented.

Condition 18. Control measures for erosion, excessive sedimentation, and turbidity shall be implemented and in place at the commencement of and throughout any ground clearing activities, excavation, or any other Project activities that could result in erosion or sediment

¹² Negotiations between PG&E, DWR, and other stakeholders have been underway since 2005. Implementation of the Feather River Habitat Expansion Agreement (HEA) is dependent on issuance of new FERC licenses for the Oroville Facilities Hydroelectric Project (FERC Project No. 2100), Poe Hydroelectric Project (FERC Project No. 2107), and the Upper North Fork Feather River Project (FERC Project No. 2105). By letters dated December 12, 2005, and November 15, 2006, NMFS has reserved its authority to condition fish passage for the Project.

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discharges to surface waters. Erosion control blankets, liners with berms, and/or other erosion control measures shall be used for any stockpile of excavated material to control runoff resulting from precipitation and prevent material from contacting or entering surface waters.

Condition 19. Waters shall be free of changes in turbidity (due to Project activities) that cause nuisance or adversely affect beneficial uses. Increases in turbidity attributable to Project-controllable water quality factors shall not exceed the turbidity limits as defined in the SR/SJR Basin Plan. Any appropriate averaging period shall be approved by the Deputy Director prior to the start of construction.

The Deputy Director and the Central Valley Regional Board Executive Officer (Executive Officer) shall be notified within 24 hours after monitoring results indicate a turbidity limit exceedance. Activities associated with these exceedances may not resume without approval from the Deputy Director.

Condition 20. All imported riprap, rocks, and gravels used for construction within or adjacent to any watercourses shall be pre-washed. Wash water generated on-site shall not contact or enter surface waters. Wash water shall be contained and disposed of in compliance with state, federal, and local laws, ordinances, and regulations.

Condition 21. Construction material, debris, spoils, soil, silt, sand, bark, slash, sawdust, rubbish, steel, or other inorganic, organic, or earthen material, and any other substances from any Project-related activity, shall be prevented from entering surface waters. All construction debris and trash shall be contained and regularly removed from the work area to the staging area during construction activities. Upon completion of construction, all Project-generated debris, building materials, excess material, waste, and trash shall be removed from all the Project sites for disposal at an authorized landfill or other disposal site in compliance with state, federal, and local laws, ordinances, and regulations.

Condition 22. No unset cement, concrete, grout, damaged concrete, concrete spoils, or wash water used to clean concrete surfaces shall contact or enter surface waters. Any area containing wet concrete shall be completely bermed and isolated. The berm shall be constructed of sandbags or soil and shall be lined with plastic to prevent seepage. No leachate from truck or grout mixer cleaning stations shall percolate into Project area soils. Cleaning of concrete trucks or grout mixers shall be performed in such a manner that wash water and associated debris is captured, contained, and disposed of in compliance with state, federal, and local laws, ordinances, and regulations. Washout areas shall be of sufficient size to completely contain all liquid and waste concrete or grout generated during washout procedures. Hardened concrete or grout shall be disposed of at an authorized landfill, in compliance with state, federal, and local laws, ordinances, and regulations.

Condition 23. All equipment must be washed prior to transport to the Project site and must be free of sediment, debris, and foreign matter. Any equipment used in direct contact with surface water shall be cleaned prior to use. All equipment using gas, oil, hydraulic fluid, or other petroleum products shall be inspected for leaks prior to use and shall be monitored for leakage. Stationary equipment (e.g., motors, pumps, generators, etc.) shall be positioned over drip pans or other types of containment. Spill and containment equipment (e.g., oil spill booms, sorbent pads, etc.) shall be maintained onsite at all locations where such equipment is used or staged.

Condition 24. Onsite containment for storage of chemicals classified as hazardous shall be away from watercourses and include secondary containment and appropriate management as specified in California Code of Regulations, title 27, section 20320.

Condition 25. Unless otherwise specified in this water quality certification or at the request of the Deputy Director, data and/or reports must be submitted electronically in a format accepted by the State Water Board to facilitate the incorporation of this information into public reports and the State Water Board's water quality database systems in compliance with Water Code section 13167.

Condition 26. The State Water Board's approval authority includes the authority to withhold approval or to require modification of a proposal or plan prior to approval. The State Water Board may take enforcement action if the Licensee fails to provide or implement a required plan in a timely manner.

Condition 27. The State Water Board reserves the authority to add to or modify the conditions of this water quality certification: (1) if monitoring results indicate that continued operation of the Project could violate water quality objectives or impair the beneficial uses of the North Fork Feather River; (2) to coordinate the operations of this Project and other hydrologically connected water development projects, where coordination of operations is reasonably necessary to achieve water quality objectives or protect beneficial uses of water; or (3) to implement any new or revised water quality objectives and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Act or section 303 of the Clean Water Act including total maximum daily loads (TMDL). This includes, but is not limited to, beneficial uses for tribal traditional and cultural uses, tribal subsistence fishing uses, and subsistence fishing uses by other communities or individuals designated in the SR/SJR Basin Plan.

Condition 28. Future changes in climate projected to occur during the license term may significantly alter the baseline assumptions used to develop the conditions of this water quality certification. The State Water Board reserves authority to add to or modify the conditions in this water quality certification to require additional monitoring and/or other measures, as needed, to verify that Project operations meet water quality objectives and protect the beneficial uses assigned to the Project-affected stream reaches.

Condition 29. The Licensee shall comply with all applicable requirements of the SR/SJR Basin Plan. The Licensee must notify the Deputy Director and Executive Officer within 24 hours of any unauthorized discharge to surface waters.

Condition 30. Notwithstanding any more specific conditions in this water quality certification, the Project shall be operated in a manner consistent with all water quality standards and implementation plans adopted or approved pursuant to section 303 of the Clean Water Act. The Licensee must take all reasonable measures to protect the beneficial uses of waters of the North Fork Feather River.

Condition 31. This water quality certification does not authorize any act which results in the taking of a threatened, endangered, or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & W. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C. §§ 1531 - 1544). If a "take" will result from any act authorized under this water quality certification or water rights held by the Licensee, the Licensee must obtain authorization for the take prior to any

Water Quality Certification for Poe Hydroelectric Project

construction or operation of the portion of the Project that may result in a take. The Licensee is responsible for meeting all requirements of the applicable Endangered Species Acts for the Project authorized under this water quality certification.

Condition 32. In the event of any violation or threatened violation of the conditions of this water quality certification, the violation or threatened violation is subject to all remedies, penalties, process, or sanctions as provided for under applicable state or federal law. For the purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with the water quality standards and other pertinent requirements incorporated into this water quality certification.

Condition 33. In response to a suspected violation of any condition of this water quality certification, the Deputy Director or the Executive Officer may require the holder of any federal permit or license subject to this water quality certification to furnish, under penalty of perjury, any technical or monitoring reports the Deputy Director or the Executive Officer deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. (Wat. Code, §§ 1051, 13165, 13267 & 13383).

Condition 34. This certification shall not be construed as replacement or substitution for any necessary federal, state, and local Project approvals. The Licensee is responsible for compliance with all applicable federal, state, or local laws or ordinances and shall obtain authorization from applicable regulatory agencies prior to the commencement of Project activities.

Condition 35. Any requirement in this water quality certification that refers to an agency whose authorities and responsibilities are transferred to or subsumed by another state or federal agency will apply equally to the successor agency.

Condition 36. The Licensee must submit any change to the Project, including changes in Project operation, technology, upgrades, or monitoring, that could have a significant or material effect on the findings, conclusions, or conditions of this water quality certification, to the Deputy Director for prior review and written approval. The Deputy Director shall determine significance and may require consultation with state or federal agencies. If the Deputy Director is not notified of a potentially significant change to the Project, it will be considered a violation of this water quality certification. If such a change would also require submission to FERC, the change must first be submitted and approved by the State Water Board, unless otherwise noted in this water quality certification.

Condition 37. The Deputy Director and the Executive Officer shall be notified one week prior to the commencement of ground disturbing activities that may adversely affect water quality. Upon request, a construction schedule shall be provided to agency staff in order for staff to be present onsite to document compliance with this water quality certification. The Licensee must provide State Water Board and Central Valley Regional Board staff reasonable access to Project sites to document compliance with this water quality certification.

Condition 38. This water quality certification is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and California Code of Regulations, title 23, division 3, chapter 28, article 6 (commencing with section 3867).

Water Quality Certification for Poe Hydroelectric Project

Condition 39. The State Water Board shall provide notice and an opportunity to be heard in exercising its authority to add to or modify the conditions of this water quality certification.

Condition 40. Activities associated with operation and maintenance of the Project that threaten or potentially threaten water quality shall be subject to further review by the Deputy Director and Executive Officer.

Condition 41. Nothing in this water quality certification shall be construed as State Water Board approval of the validity of any water rights, including pre-1914 claims. The State Water Board has separate authority under the Water Code to investigate and take enforcement action if necessary to prevent any unauthorized or threatened unauthorized diversions of water.

Condition 42. This water quality certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a FERC license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to California Code of Regulations, title 23, section 3855, subdivision (b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

Condition 43. This water quality certification is conditioned upon total payment of any fee required under California Code of Regulations, title 23, division 3, chapter 28.

Condition 44. A copy of this water quality certification shall be provided to any contractor and all subcontractors conducting Project-related work, and copies shall remain in their possession at the Project site. The Licensee shall be responsible for work conducted by its contractor, subcontractors, or other persons conducting Project-related work.



Eileen Sobeck
Executive Director

12/28/17

Date

Attachments: Figure 1: Upstream Project Features
Figure 2: Downstream Project Features

References

CVRWQCB (Central Valley Regional Water Quality Control Board). 2016. The Water Quality Control Plan (Basin Plan) for the California Regional Water Quality Control Board, Central Valley Region, The Sacramento River Basin and the San Joaquin River Basin, Fourth Edition - 2016. Central Valley Regional Water Quality Control Board web page. Available at http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr.pdf Accessed December 18, 2017.

FERC. 2007. Final Environmental Assessment (EA) for New Major Hydropower License: Poe Hydroelectric Project (FERC Project No. 2107), California. Federal Energy Regulation Commission, Washington, DC. March 29, 2007.

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Kiernan, J., Moyle, P., Crain, P. 2012. Restoring native fish assemblages to a regulated California stream using the natural flow regime concept. *Ecological Applications* 22(5): 1572-1482.

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Kupferberg, S., Lind, A., Mount, J., and Yarnell, S. 2009. Pulsed flow effects on the Foothill Yellow-Legged Frog (*Rana boylii*): Integration of empirical, experimental, and hydrodynamic modeling approaches. California Energy Commission, PIER. CEC-500-2009-002.

PG&E. 2003. Final license application for the Poe Project (FERC No. 2107), application for new license. December 16, 2003.

State Water Resources Control Board (SWRCB). 2017. *Final 2014 and 2016 Integrated Report (CWA Section 303(d) List / 305(b) Report* https://www.waterboards.ca.gov/water_issues/programs/tmdl/2014_16state_ir_reports/category5_report.shtml. Accessed December 18, 2017.

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Zweifel, R. G. 1955. Ecology, distribution, and systematics of frogs of the *Rana boylii* group. University of California Publications in Zoology 54: 207–292.

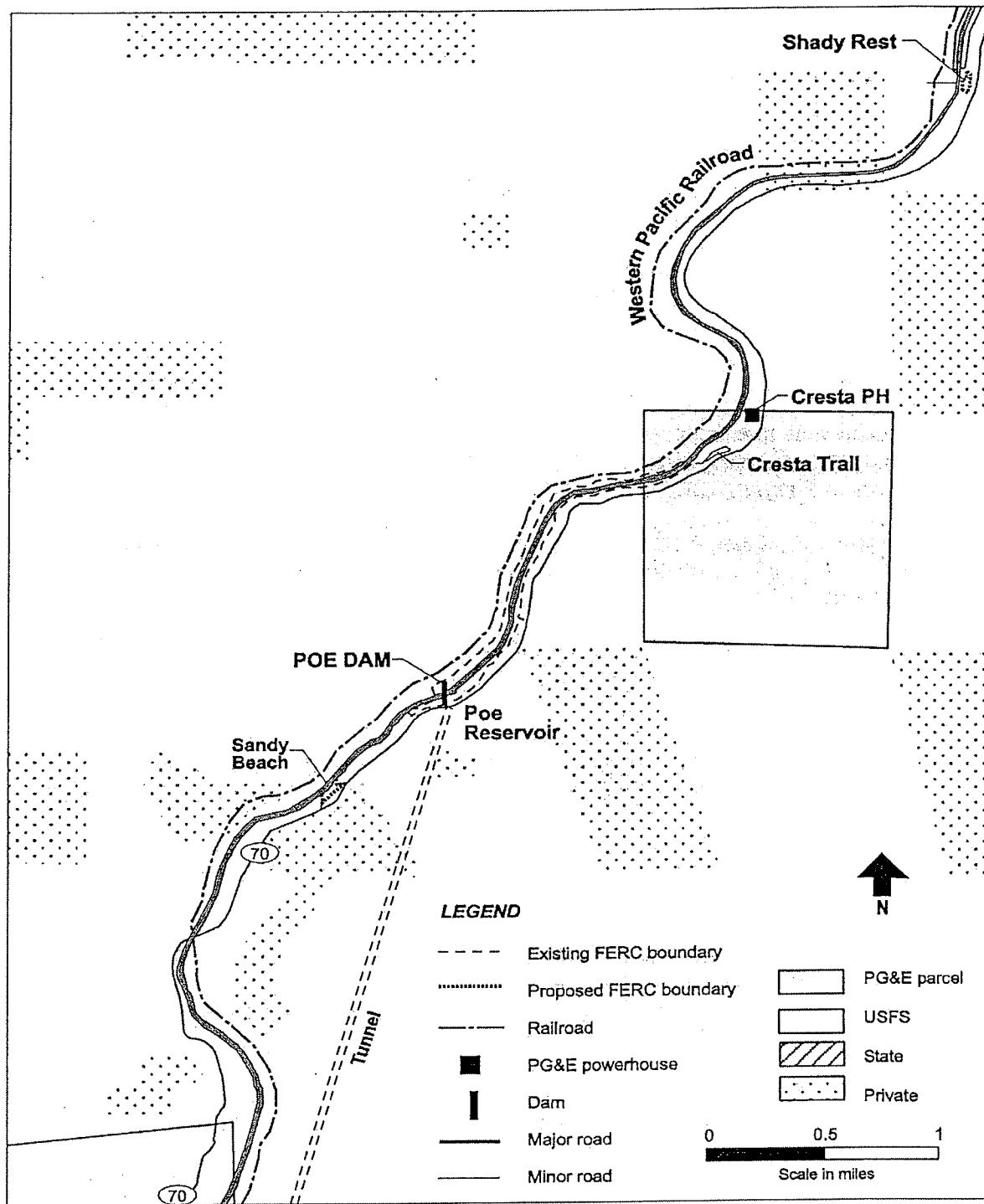


Figure 1: Upstream Project Features
 (Source: PG&E, 2003, as modified by FERC staff).

Water Quality Certification for Poe Hydroelectric Project

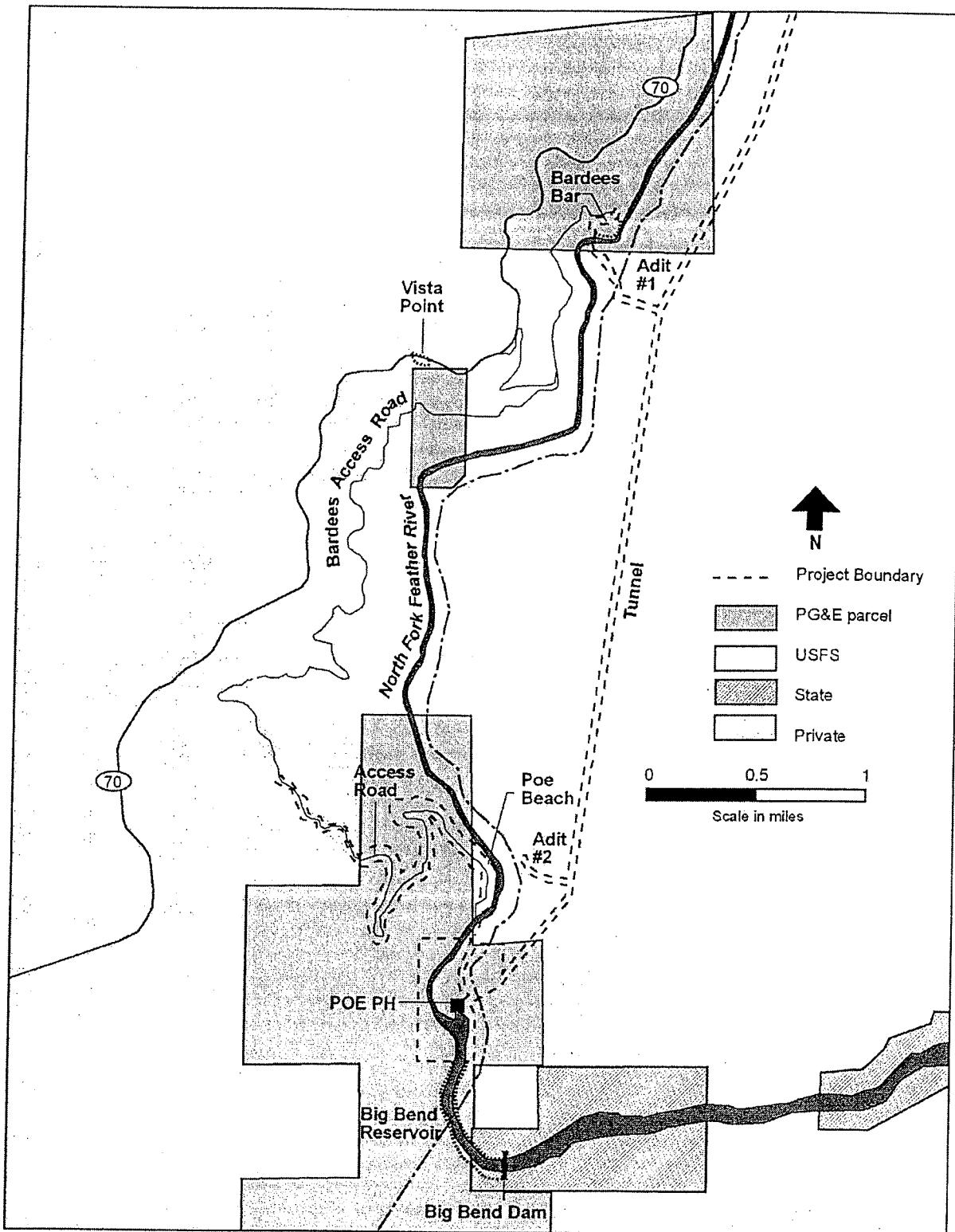


Figure 2: Downstream Project Features
(Source: PG&E, 2003, as modified by FERC staff).

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

Robert A. Perreault Jr., P.E., Director John Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director



AGENDA REQUEST

For the September 10, 2019 meeting of the Plumas County Board of Supervisors

August 30, 2019

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Vacation (abandonment) of Excess Right-of-way for Abernethy Lane

A handwritten signature in blue ink that reads "Robert A. Perreault".

BACKGROUND:

On September 16, 1974, the State of California dedicated a 30-foot easement for right-of-way on Abernethy Lane to be used for roadway purposes.

On June 8, 2017, Plumas County was awarded \$25,000,000 pursuant to SB 844 to construct a new Jail Facility.

On January 16, 2018 The Board of Supervisors voted to locate the new Jail Facility on Property that is presently occupied by the Public Works existing Sand House and Public Works "Mix Circle."

Plumas County Department of Public Works now finds that the easement granted by the State of California is no longer needed for roadway purposes and is considered excess right-of-way.

RECOMMENDATION:

The Director of Public, acting as the Plumas County Road Commissioner, respectfully recommends that the Board of Supervisors approve the vacation of excess right-of-way for Abernethy Lane by voting to adopt the attached Resolution.

Recorded at the request of & mail to:
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

RESOLUTION NO. 19-

**A RESOLUTION SUMMARILY VACATING A PORTION OF ABERNATHY LANE IN
QUINCY, COUNTY OF PLUMAS, AS EXCESS RIGHT-OF-WAY NO LONGER REQUIRED
FOR STREET OR HIGHWAY PURPOSES**

WHEREAS, this resolution of vacation is made pursuant to the provisions of Chapter 4 of Part 3 of Division 9 of the California Streets and Highways Code (commencing at Section 8330); and

WHEREAS, a grant of an easement for roadway purposes was made by the State of California to the County of Plumas pursuant to a certain “Agreement and Grant of Easement” recorded on September 16, 1974, in Book 236 of the Official Records of Plumas County California at Page 135 (hereinafter the “Easement”); and

WHEREAS, the Easement constitutes a portion of a county street known as “Abernethy Lane” located in Quincy, Plumas County, California; and

WHEREAS, the entire Easement described above lies entirely within real property now owned in fee title by the County of Plumas and does not continue through such ownership or end touching the property of another; and

WHEREAS, the County of Plumas has determined that the above-described Easement is excess right-of-way of a portion of the street known as “Abernethy Lane” and is not required for street or highway purposes; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that this Board hereby determines that the Easement described in Book 236 of the Official Records of the County of Plumas, at Page 135 (see attached map), is excess right-of-way and no longer required for street or highway purposes, and is hereby vacated.

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 10th day of September, 2019, by the following vote:

AYES: Supervisors

NOES: Supervisors:

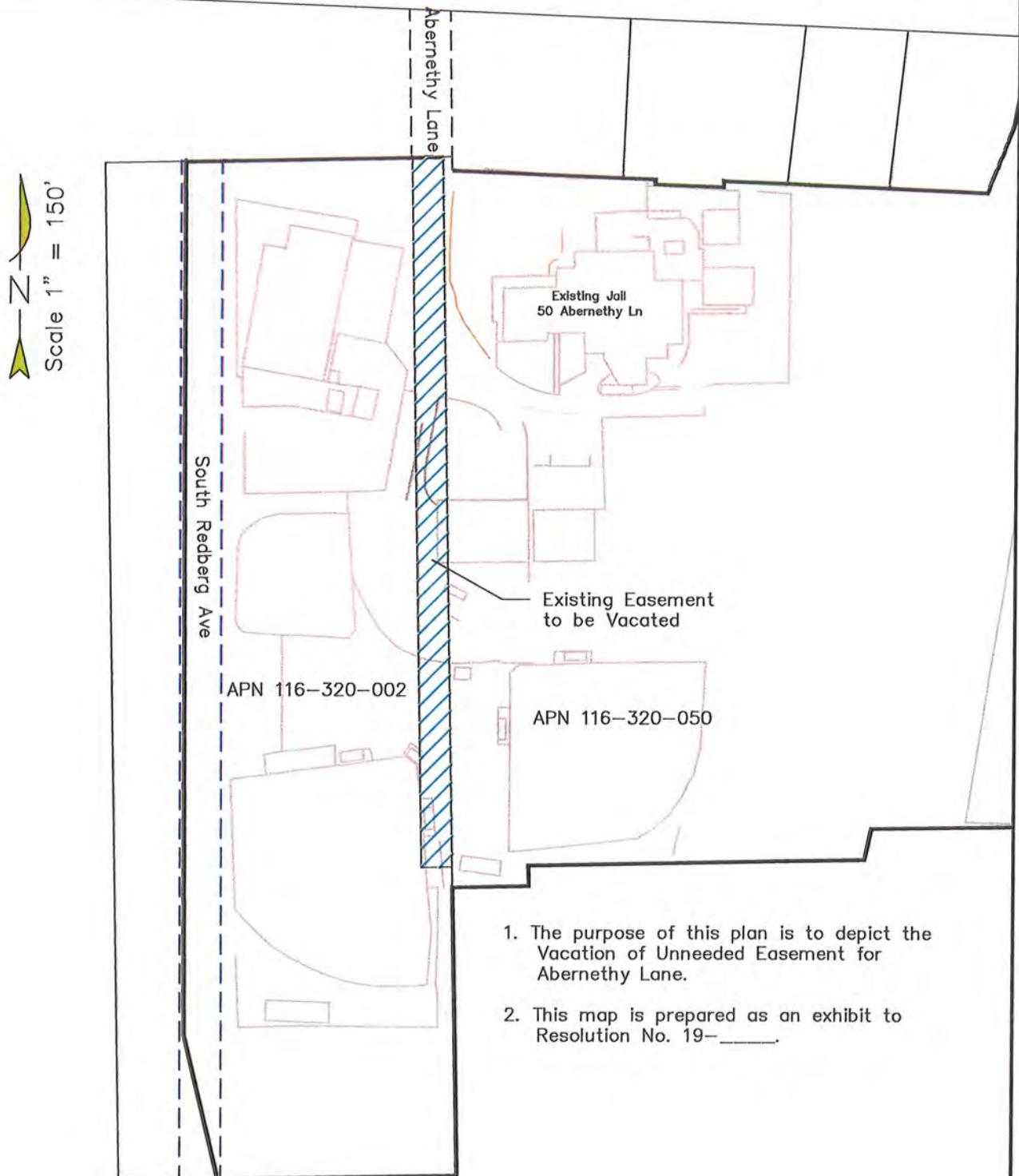
ABSTAIN: Supervisors:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board of Supervisors

State Route 70/89 (East Main St)



August 30, 2019

PREPARED BY: Plumas County Public Works
1834 East Main St
Quincy, CA 95971

DRAWN BY: MDC

PROJECT: Vacation of Unneeded
Easement for Abernethy Lane



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

AGENDA REQUEST

For the September 10, 2019 meeting of the Plumas County Board of Supervisors

September 3, 2019

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works *Robert A. Perreault*

Subject: Resolution to Designate a Portion of County Owned Property
as Right-of-Way for Abernethy Lane.

BACKGROUND:

On June 8, 2017 Plumas County was awarded \$25,000,000 under SB 844 to construct a new Jail and Day Reporting Center on the property that is currently being utilized by the Department of Public Works as a Sand House and a Material Storage Yard (a/k/a "Mix Circle").

Currently, the adjacent uses at the Solid Waste Transfer Station includes the periodic loading of municipal solid waste into so-called trucking "long haulers." In order to depart the solid waste site, the "long haulers" are required to turn around in the existing "mix circle."

In the future, the existing "mix circle" will no longer be available to solid waste truck use as that area will be occupied by the new jail.

Accordingly, an oversized cul-de-sac needs to be constructed near the existing end of Abernethy Lane in order to accommodate the entering and exiting turning movements of the municipal solid waste "long hauler" trucks.

Attached is a draft Resolution, including Attachments.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors approve the attached Resolution to designate a portion of county owned property as right-of-way for Abernethy Lane in Quincy.

Recorded at the request of & mail to:
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS DEDICATING
LAND FOR PUBLIC STREET PURPOSES (A PORTION OF ABERNATHY LANE IN QUINCY, PLUMAS
COUNTY, CALIFORNIA)**

WHEREAS, Abernathy Lane provides access to certain Plumas County facilities and operations located on lands owned by the County of Plumas that include the Plumas County Correctional Facility, a solid waste transfer station, a storage facility known as the former "Armory," and is planned to be the site of a new Plumas County Correctional Facility; and

WHEREAS, the Plumas County Board of Supervisors has previously adopted its Resolution No. _____ summarily vacating a former portion of Abernathy Lane as excess right-of-way that is no longer required for street or highway purposes; and

WHEREAS, it is necessary and convenient that a public street and highway be extended and opened over lands owned by the County of Plumas as generally depicted in Exhibit B attached hereto in order to provide access to the above-described Plumas County facilities and operations, including sufficient maneuvering room for large vehicles accessing the solid waste transfer station,

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

1. The lands described as Parcel A and Parcel B in the attached Exhibit A are dedicated and set apart for public street and highway purposes, and shall be known and designated as a portion of Abernathy Lane.
2. The lands described as Parcel A and Parcel B in the attached Exhibit A are approved for public utility purposes, subject to the approval by the Plumas County Director of Public Works through the issuance of a Plumas County Encroachment Permit.

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 10th day of September, 2019, by the following vote:

AYES: Supervisors

NOES: Supervisors:

ABSTAIN: Supervisors:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board of Supervisors

EXHIBIT B
ACCESS EASEMENT EXHIBIT
(LAYOUT OF THE ABERNATHY LANE CUL-DE-SAC)

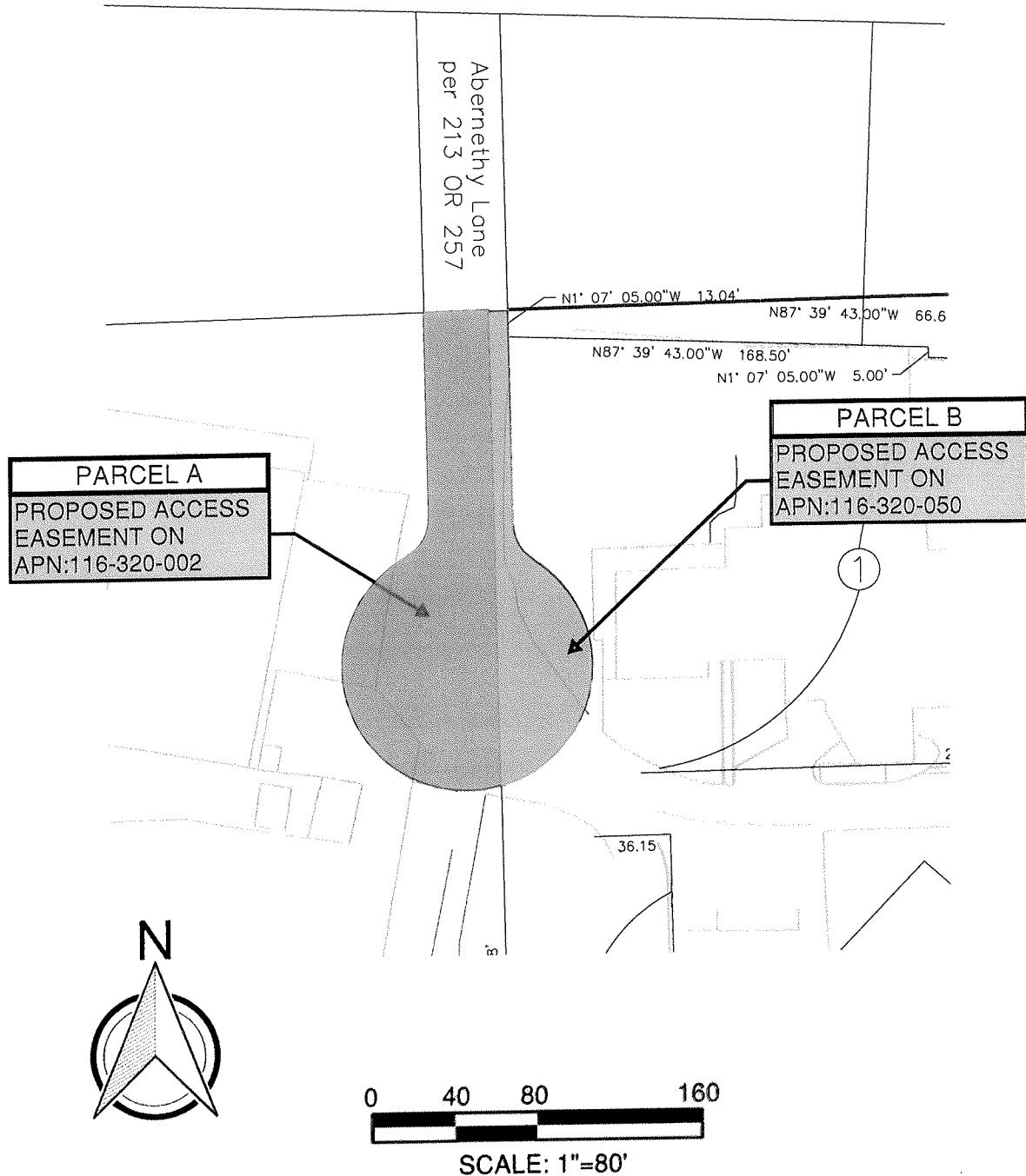


EXHIBIT A
ACCESS EASEMENT
DESCRIPTION OF LAYOUT OF THE ABERNATHY LANE CUL-DE-SAC

PARCEL A

Those portions of the lands of Section 19, T. 24 N., R. 10 E., M.D.M., conveyed to County of Plumas, being "10 PAT 58" and "62 OR 239", recorded in the office of the county recorder of Plumas County, California. Also known as Assessor Parcel Number (APN): 116-320-002.

An access easement over, upon and across said land for ingress, egress and turn-around movements described as follows:

Commencing at the northeast property corner (a nail and shiner in pavement per 12 RS 76) of said parcel, also being the TRUE POINT OF BEGINNING;

thence, S 88°55'51.02" W, 31.08 feet;

thence, S 1°6'17.58" E, 98.84 feet;

thence, along a curve to the right having a radius of 20.00 feet, an arc length of 21.87 feet, and a delta angle of 62.66°;

thence, along a curve to the left having a radius of 60.00 feet, an arc length of 174.67 feet, and a delta angle of 166.80°;

thence, N 1°11'13.09" W, 228.09 feet to the TRUE POINT OF BEGINNING, also being the TRUE POINT OF TERMINUS.

Containing 10,862 square feet (0.25 acres), more or less.

PARCEL B

Those portions of the lands of Section 19, T. 24 N., R. 10 E., M.D.M., conveyed to County of Plumas, being "10 PAT 58", recorded in the office of the county recorder of Plumas County, California. Also known as Assessor Parcel Number (APN): 116-320-050.

An access easement over, upon and across said land for ingress, egress and turn-around movements described as follows:

Commencing at the northwest property corner (a nail and shiner in pavement per 12 RS 76) of said parcel, also being the TRUE POINT OF BEGINNING;

thence, N 88°55'51.02" E, 8.92 feet;

thence, S 1°6'17.58" E, 102.61 feet;

thence, along a curve to the left having a radius of 20.00 feet, an arc length of 19.99 feet, and a delta angle of 57.27°;

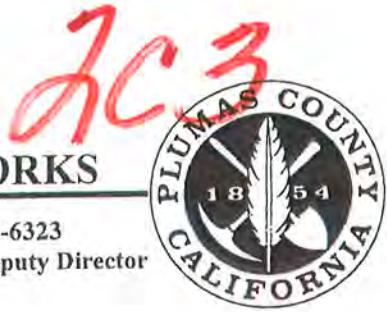
thence, along a curve to the right having a radius of 60.00 feet, an arc length of 139.41 feet, and a delta angle of 133.13°;

thence, N 1°11'13.09" W, 228.09 feet to the TRUE POINT OF BEGINNING, also being the TRUE POINT OF TERMINUS.

Containing 4,944 square feet (0.11 acres), more or less.



8/16/19



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

AGENDA REQUEST

For the September 10, 2019 meeting of the Plumas County Board of Supervisors

September 3, 2019

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works *Robert A. Perreault*

Subject: Approval of a Revised Footprint Plan for the New Jail and Day Reporting Center Project

BACKGROUND:

On June 8, 2017, Plumas County was awarded \$25,000,000 under SB 844 to construct a new Jail and Day Reporting Center.

On January 16, 2018, the Board of Supervisors approved the proposed "footprint" plan for placement of the proposed new Jail and Day Reporting Center on the property that is currently being utilized by the Department of Public Works as a Sand House and a Materials Storage Yard (a/k/a "Mix Circle").

Attached is a revised "footprint" plan.

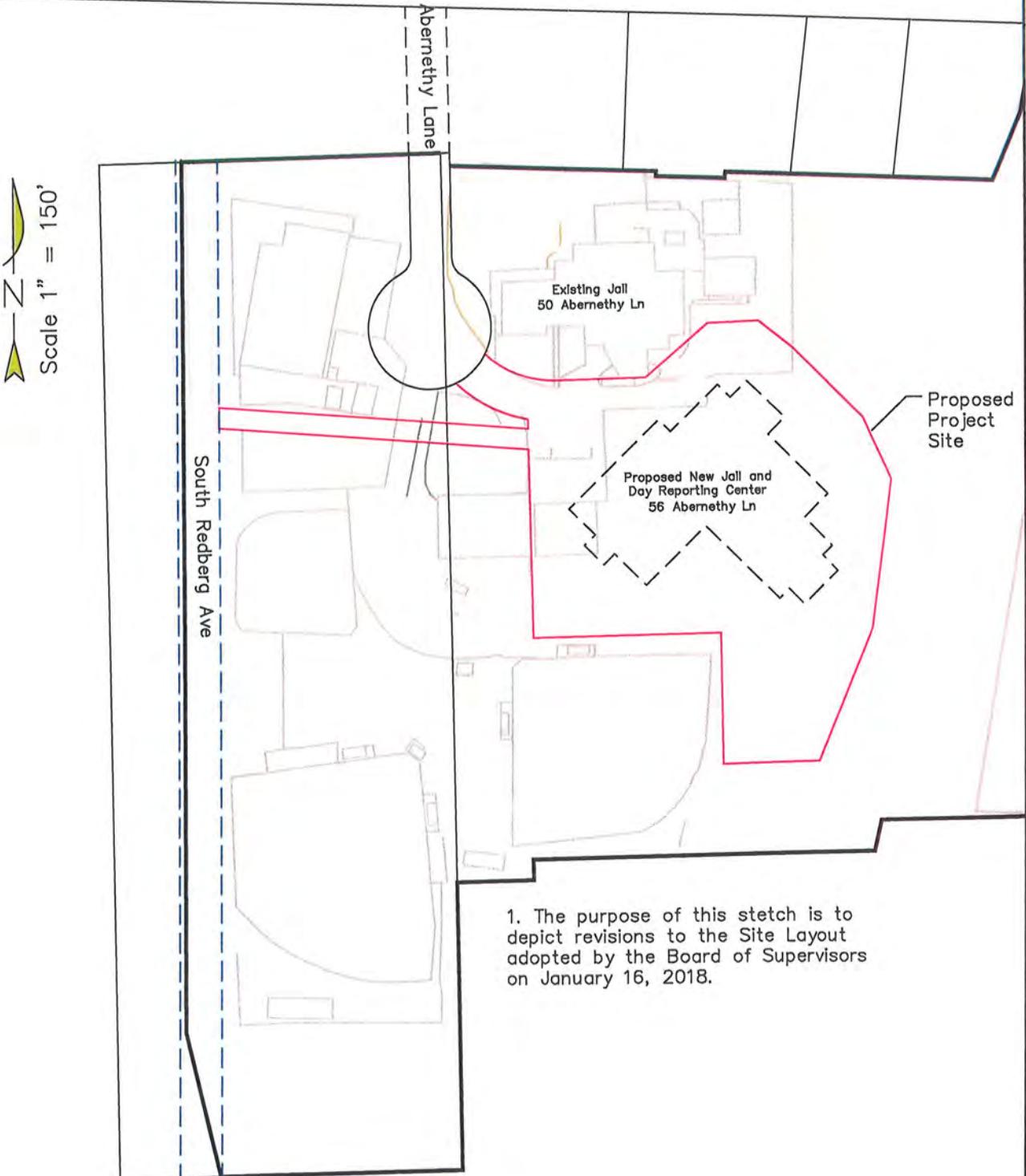
The revisions to the "footprint" plan that was previously adopted on January 16, 1028 consist of:

1. Clarification of the area where the driveway to the new Jail Facility enters the designated right-of-way area, i.e. cul-de-sac, of Abernethy Lane, and
2. Creation of an area to accommodate a new water line segment between South Redberg Avenue and the project footprint area.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors approve the revised "footprint" plan for the proposed New Plumas County Jail and Day Reporting Center.

State Route 70/89 (East Main St)



August 27, 2019

PREPARED BY: Plumas County Public Works
1834 East Main St
Quincy, CA 95971

DRAWN BY: MDC

PROJECT: Revised Site Layout
for the new Plumas County
Jail and Day Reporting Center

**ADMINISTRATIVE AND BUDGETARY CONTROLS CONSISTENT WITH
GOVERNMENT CODE SECTIONS 29092 AND 29125,
DURING FISCAL YEAR 2018-20192019-2020**

Consistent with Government Code Section 29092, the Board of Supervisors adopts these Administrative and Budgetary Controls for the administration of the Plumas County 2018-2019 Budget.

County Owned Personal Property

Sole authority for the disposition, lease, sale, or trade-in of all County-owned personal property shall rest with the Purchasing Agent or the Board of Supervisors, within the delegated authority, consistent with Government Code Section 25504 and Plumas County Code 3-1.19

Contracts and Leases

A County Department Head may approve contracts for which an appropriation is budgeted, not exceeding five thousand dollars (\$5,000) in value, subject to approval by County Counsel

Budget Transfers

The Auditor/Controller has authority to approve transfers and revisions of appropriations within a budget unit if overall appropriations of the budget unit are not increased. Provided, however, no budget transfers in amounts greater than \$5,000 shall be allowed to, from or within Salaries and Benefits (all 51XXX series accounts) and Fixed Assets (all 54XXX series accounts) -without prior approval of the Board of Supervisors.

Critical Staffing

The filling of all positions vacated during the 2018-2019 fiscal year shall be approved by the Board of Supervisors and supported by the Critical Staffing Questionnaire and current Department Organizational Chart.

Mid-Year Budget Review

The Auditor/Controller shall provide the Board of Supervisors a mid-year budget report in the month of February.

Department Head and Auditor/Controller Responsibility

Department Heads shall insure that no expenditure is made or obligation incurred in excess of the specific budget appropriation approved by the Board of Supervisors. Any expenditure or obligation incurred, in excess of the specific budget appropriation, shall be the personal obligation of the Department Head authorizing the expenditure or obligation. The Auditor/Controller shall issue no warrants unless specifically approved by the Board of Supervisors or the County Purchasing Agent, within the delegated authority.

Policies

Department Heads and County employees are referred to existing County policies as provided in the County Policy Manual.

Departmental Reorganization/Reclassification

Pursuant to Government Code §29124 of the County Budget Guide, while operating under a recommended budget, any requests for departmental reorganization/reclassifications shall be deferred following adoption of the fiscal year budget.

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