



**Board of Supervisors**

Dwight Ceresola, Vice Chair, 1st District  
Kevin Goss, 2nd District  
Thomas McGowan, 3rd District  
Greg Hagwood, Chair, 4th District  
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING  
DECEMBER 3, 2024 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## **Live Stream of Meeting**

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

## **ZOOM Participation**

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

## **PUBLIC COMMENT OPPORTUNITY**

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

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. 2021 WILDFIRE RECOVERY OPERATIONS**

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

#### **B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT**

Report and update on Dixie Fire Business and Economic Recovery efforts.

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

Report and update.

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

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



**E. COUNTY TREASURER'S REPORT**

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

**F. FINANCIAL/AUDIT REPORT**

Report from County Departments regarding the County's Financial and audit status.

**2. CONSENT AGENDA**

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

**A. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Susan Ramsey dba Pearls of Wisdom Consulting, for reaccreditation consultant services; effective October 30, 2024; not to exceed \$20,000.00; (No General Fund Impact) Realignment; approved as to form by County Counsel.

**B. FACILITY SERVICES & AIRPORTS**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Western States Fire Protection for repair of fire sprinkler system leaks at Courthouse Annex as well as required annual fire sprinkler system inspections at the Courthouse Annex and Plumas County Jail; effective November 1, 2024; not to exceed \$12,500.00; (General Fund Impact) as approved in FY24/25 recommended budget 2012052 521900; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign a lease agreement between County of Plumas and Lake Almanor Area Chamber of Commerce to lease a portion of Chester Park for their community ice-skating rink; effective November 1, 2024; (No General Fund Impact) because this lease is to promote community involvement, the lease amount is set at \$1/month; approved as to form by County Counsel.
- 3) Approve and authorize Facility Services to recruit and fill one extra-help Maintenance Worker 1; for winter snow removal/spring clean-up; (General Fund Impact) as approved in (FY24/25) recommended budget.

**C. SOCIAL SERVICES**

- 1) Adopt **RESOLUTION** Authorizing an application for, and acceptance of, the County Allocation Award under Round 6 of the Transitional Housing Program and Round 3 of the Housing Navigation and Maintenance Program; (No General Fund Impact); State of California, Department of Housing and Community Development; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson for Legal representation; effective January 1, 2025; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

**D. CLERK OF THE BOARD**

- 1) Approve the Meeting Minutes for all meetings held in November 2024, as submitted.

**E. PUBLIC WORKS/ROAD**

- 1) Approve and authorize Chair to sign Amendment No. 3 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2024 standards for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign Task Order No. 2 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to prepare an Initial Site Assessment (ISA) checklist for the Graeagle-Johnsville Road Rehabilitation Project; Not to exceed \$10,085.79; No General Fund Impact; approved as to form by County Counsel.

**F. SHERIFF'S OFFICE**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair, Inc., to provide general towing and automotive repairs and services, along with abatement services; effective October 25, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

**G. COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS**

- 1) Certify the November 5, 2024 Presidential General Election results as attached in Official Final reports.

**H. OFFICE OF EMERGENCY SERVICES**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and California State University, Chico, to occupy the premises at Mt. Hough for the operations of its radio communications equipment; effective September 25th, 2024; not to exceed \$3129.16 rent the first year and a 3 percent increase each year for the remainder of the five year term; General Fund Impact as approved in FY 24/25 recommended budget 2047052 / 523804; approved as to form by County Counsel.

**I. BOARD OF SUPERVISORS**

- 1) Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Sparkle and Light Parade, Friday, December 6, 2024.

**J. LIBRARY**

- 1) Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) already included in 24/25 budget.

**3. DEPARTMENTAL MATTERS**

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

- 1) Indian Valley Community Services District payments for service on old substation property in Greenville (see back-up material for rate breakdown); discussion and possible staff direction
- 2) Adopt **RESOLUTION** authorizing the Sheriff's Office to apply for and accept funding for fiscal year 2025-2026 Boating Safety and Enforcement Financial Aid Program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one (1.0) FTE Sheriff's Patrol Commander; due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.
- 4) Approve and authorize Sheriff to sign the attached agreements between Plumas County Sheriff's Office and CA Dept of General Services; effective January 1, 2025; not to exceed \$11,352.00/year for the first year; (No General Fund Impact); Sheriff's Office Grant Fund 70375-523804; not approved as to form by County Counsel (see background); discussion and possible action.

**B. PLANNING** - Tracey Ferguson

- 1) **11AM TIME CERTAIN - PUBLIC HEARING:** Pursuant to California Government Code Sections 25123(d), 25126, and 25131 adopt an **ORDINANCE** of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires; approved as to form by County Counsel. **Four/fifths required roll call vote**

**C. BEHAVIORAL HEALTH** - Sharon Sousa

- 1) Adopt **RESOLUTION** to approve and authorize Plumas County Alcohol and Other Drug Administrator Gary T. Sanderson authority to sign and to submit the Department of Healthcare Services mandatory alcohol and drug certificate application (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

**D. PUBLIC HEALTH AGENCY** - Nicole Reinert

- 1) Adopt **RESOLUTION** to accept Grant Agreement Number 24-10301 from the California Department of Public Health, Office of AIDS for funding the California HIV Surveillance Program; (No General Fund Impact) (HIV Surveillance); approved as to form by County Counsel. **Roll call vote**

**E. DISTRICT ATTORNEY** - David Hollister

- 1) A.) Designate the District Attorney the ability to remove abandoned vehicles pursuant to VC 22669;  
  
B.) Support the use of up to \$50,000 in restricted Environmental Settlements fund balance to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 and Plumas County Code 5-8.15; discussion and possible action.
- 2) Approve supplemental budget request in the amount of \$50,000.00 for Fund Balance not budgeted during the FY 2024-25 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. **Four/fifths Roll Call vote**

**F. CODE ENFORCEMENT** - Jennifer Langston

- 1) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation; effective August 1, 2024; not to exceed 10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

**G. LIBRARY** - Dora Mitchell

- 1) Approve and authorize supplemental budget transfer of \$2,388 from Contributions from Other Agencies (20670/46070) to ZIP Books (20670/524515) to cover receipt of unanticipated grant funds; approved by Auditor/Controller. **Four/Fifths roll call vote**

**H. AUDITOR-CONTROLLER** - Martee Nieman

- 1) **Informational Item regarding tax refund** Request to seek the Board's formal approval of a prior year secured tax refund to be issued to NS Retail Holdings LLC. DBA Sierra Station #36 Squeeze Burger APN# 125-243-014-000. The refund is due to the assessor's clerical error reducing the value -12,724,092. The refund will be paid with interest of approximately \$4,331.25. The total before interest is \$133,072.79, interest to be included. \$4331.25 The total refund is \$137,404.04. The errors will be corrected in the 2024 Tax Roll and the unpaid bill will be decreased; discussion and possible action.

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

- A. County Administrative Officer's Report
- B. **PRESENTATION**: Receive a presentation from OpenGov on a preview of the Fiscal Year 2025-2026 Plumas County online budget book.
- C. Approve and authorize the County Administrative Office to schedule employee #100929 to a four ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action.

**5. BOARD OF SUPERVISORS**

**A. TITLE III - SECURE RURAL SCHOOLS APPLICATION FOR FUNDING**

PUBLIC HEARING: Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on August 13, 2024; for 2023-2024 Secure Rural Schools Title III funding; discussion and possible action. **Four/fifths roll call vote.**

- 1. Plumas County Search and Rescue Building Enhancement Project (\$200,000.00)
- 2. Plumas County Sheriff Search and Rescue Reimbursement Project (\$58,980.00)

- B. **FOLLOW-UP DISCUSSION FROM NOVEMBER 12, 2024**: Property Assessed Valuation Tax Increases; discussion and possible staff direction.

**C. CORRESPONDENCE**

**D. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS**

**6. CLOSED SESSION**

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

- A. Conference with Risk Manager: Trindel Insurance
- B. Personnel: Public Employee Performance Evaluation - Behavioral Health Director
- C. Conference with Labor Negotiators Pursuant to Government Code section 54957.6  
Agency designated representative: HR Acting Director or designee  
Unrepresented employee: Behavioral Health Director
- D. Personnel: Public Employee Performance Evaluation - County Administration Officer
- E. Conference with Labor Negotiators Pursuant to Government Code section 54957.6  
Agency designated representative: HR Acting Director or designee  
Unrepresented employee: County Administrative Officer
- F. Personnel: Public Employee Performance Evaluation - Clerk of the Board
- G. Public Employee Appointment Pursuant to Government Code Section 54957(b) Title: County Counsel
- H. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6; Agency designated representative: HR Acting Director or designee  
Unrepresented employee: County Counsel
- I. 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
- J. Conference with Legal Counsel: Existing litigation pursuant to Government Code Section 54956.9 (d)(1) 2 cases (CV240019, LC2400237)

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

**7. ADJOURNMENT**

Adjourned meeting to Tuesday, December 10, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



## PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Susan Ramsey dba Pearls of Wisdom Consulting, for reaccreditation consultant services; effective October 30, 2024; not to exceed \$20,000.00; (No General Fund Impact) Realignment; approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair sign an agreement between Plumas County Public Health Agency and Susan Ramsey dba Pearls of Wisdom Consulting for reaccreditation consultant services.

**Background and Discussion:**

As the Board may recall, Plumas County Public Health Agency (PCPHA) was awarded national public health accreditation status by the Public Health Accreditation Board (PHAB) in 2018. Accreditation status lasts for five years and PCPHA is preparing for Reaccreditation in 2025. The contractor will oversee, direct, and advise the management and coordination of the reaccreditation process as executed by the PCPHA's Accreditation Coordinator, to ensure the submission of all documentation for PHAB reaccreditation by that accreditation body's submission deadline.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Susan Ramsey dba Pearls of Wisdom Consulting, for reaccreditation consultant services; effective October 30, 2024; not to exceed \$20,000.00; (No General Fund Impact) Realignment; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) Realignment

**Attachments:**

1. PCPHA2426RAMSEY

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Public Health Agency (hereinafter referred to as "County"), and Susan Ramsey dba Pearls of Wisdom Consulting, a Sole Proprietorship (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000).
3. Term. The term of this agreement shall be from October 30, 2024 through March 31, 2026 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 30, 2024 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_



7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

\_\_\_\_ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS\_\_\_\_

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

\_\_\_\_ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS \_\_\_\_

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

\_\_\_\_ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS \_\_\_\_

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Public Health Agency  
County of Plumas  
270 County Hospital Road, Suite 206  
Quincy, CA 95971  
Attention: Delena Jones, Administrative Services Officer.

Contractor:

Susan Ramsey  
1033 Summit Lake Circle NW  
Olympia, WA 98502  
Attention: Susan Ramsey

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

\_\_\_\_ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS \_\_\_\_

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party

\_\_\_\_ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS \_\_\_\_

hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. The attached BAA is incorporated by this reference and made to protect this agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

**CONTRACTOR:**

Susan Ramsey, dba Pearls of Wisdom Consulting, a Sole Proprietorship

By: Susan Ramsey  
Susan Ramsey

Dbas Pearls of Wisdom Consulting

Date signed: 11/7/2024

**COUNTY:**

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

By: N Reinert  
Nicole Reinert

Director of Public Health

Date signed: 11/7/24

By: \_\_\_\_\_

Greg Hagwood

Chair, Board of Supervisors

Date signed:

**ATTEST:**

By: \_\_\_\_\_

Allen Hiskey

Clerk of the Board

Date signed:

Approved as to form:

Craig Settemire  
Craig Settemire  
Counsel



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Susan Ramsey dba Pearls of Wisdom Consulting, referred to herein as Business Associate ("BA"), dated October 30, 2024.

### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including Consultants, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or Consultants) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall

meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### 3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. **Certification**

\_\_\_\_ COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS \_\_\_\_

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

**6. Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Consultant, employee or agent is named adverse party.

**8. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

\_\_\_\_ COUNTY INITIALS

- 14 -

CONTRACTOR INITIALS \_\_\_\_

PCPHA2426RAMSEY

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director of Public Health

Signature: *N Reinert*

Date: 11/7/24

BUSINESS ASSOCIATE

Vendor name and type of entity

Name: Susan Ramsey

Title: Owner

Signature: *Susan Ramsey*

Date: 11/7/2024



**EXHIBIT A**

**Scope of Work**

The Contractor will oversee, direct and advise the management and coordination of the reaccreditation process as executed by the Plumas County Public Health Agency's (Agency) Accreditation Coordinator, to ensure the submission of all documentation for Public Health Accreditation Board (PHAB) reaccreditation by that accreditation body's submission deadline.

The Contractor shall:

1. Report directly to the Plumas County Public Health Agency director (Health Department Director)
2. Provide contacts and resources for MS Sharepoint infrastructure required by the Agency to support the reaccreditation process
3. Prepare, and oversee the execution, by the Accreditation Coordinator, of a time-phased project plan for reaccreditation, incorporating the following elements, to ensure that the Agency meets the PHAB submission deadline:
  - a. Deliverables
  - b. Milestones and phases
  - c. Tasks
4. Direct monthly progress briefings, utilizing the project plan, with the Health Department Director and Accreditation Coordinator to ensure the Agency meets milestones for the timely submission of all documents for the standards and measures (The Standards) by the PHAB submission deadline
5. Provide technical assistance, interpretation and intent to the Accreditation Coordinator and Domain Leads with regards to The Standards
6. Develop, for use by the Contractor, Accreditation Coordinator and Domain Leads, a documentation selection and review process
7. Review on an agreed upon interim basis, sample, and before final submission, all documentation for conformity with The Standards
8. Conduct a mock site visit to ensure the Agency staff are fully prepared to explain the submitted documentation and the context of document implementation as well as provide additional documentation.
9. Provide assistance, as requested, with any PHAB reaccreditation inquiries and issues prior to the issuance of the reaccreditation decision.

**EXHIBIT B****Fee Schedule**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County agrees to compensate the Contractor for the actual expenditures incurred in accordance with this service agreement.

A. Invoice(s) should (shall):

- a. Be prepared on Contractor letterhead or signed by authorized personnel
- b. Bear the Contractor's name and Agreement Number
- c. Identify the billing and/or performance period covered by the invoice
- d. Itemize the costs to support the invoiced amount

B. Invoice(s) Schedule:

The Contractor shall submit a monthly invoice to the Agency in the following itemization format:

Hours	Rate	Total Invoiced
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C. Invoices shall be submitted to the Project Representative as listed in this Agreement under General Provisions, 21, Notice Addresses

D. Amounts Payable

The amounts payable under this Agreement shall not exceed Twenty Thousand Dollar (\$20,000)

\_\_\_\_ COUNTY INITIALS

- 17 -

CONTRACTOR INITIALS \_\_\_\_

**EXHIBIT B-1**

**Budget**

Hours	Rate	Total Invoiced
100	\$200	\$20,000

\_\_\_\_COUNTY INITIALS

- 18 -

CONTRACTOR INITIALS\_\_\_\_



## PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

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

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Western States Fire Protection for repair of fire sprinkler system leaks at Courthouse Annex as well as required annual fire sprinkler system inspections at the Courthouse Annex and Plumas County Jail; effective November 1, 2024; not to exceed \$12,500.00; (General Fund Impact) as approved in FY24/25 recommended budget 2012052 521900; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Western States Fire Protection for repair of fire sprinkler system leaks at Courthouse Annex as well as required annual fire sprinkler system inspections at the Courthouse Annex and Plumas County Jail.

**Background and Discussion:**

Contract provides for repair of any leaks in the fire sprinkler system at the Courthouse Annex. When the Annex was built, sub-par piping for the sprinkler system was used which corrodes easily. This department is currently in the process of replacing that piping, but, until it is all replaced, we need to have a contract in place to repair any major leaks that occur. This contract also provides for annual inspections of the fire sprinkler systems at the Annex as well as the Plumas County Jail. These inspections are required by state law.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Western States Fire Protection for repair of fire sprinkler system leaks at Courthouse Annex as well as required annual fire sprinkler system inspections at the Courthouse Annex and Plumas County Jail.

**Fiscal Impact:**

\$2,422.00 of this contract will directly affect the General Fund each FY for required inspections. The remaining difference, \$10,078.00, will only affect the General Fund if repairs are needed.

**Attachments:**

1. Western States Fire Protection

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services** (hereinafter referred to as "County"), and API Group Life Safety USA LLC, a Minnesota Limited Liability Company dba **Western States Fire Protection**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, C, and D, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twelve Thousand Five Hundred and 00/100 dollars (\$12,500.00)**.
3. Term. The term of this agreement shall be from **November 1, 2024**, through **October 31, 2027**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits but only to the extent caused by the negligent acts or by omission of subcontractor.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

\_\_\_\_ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS \_\_\_\_



this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represent that it holds a current and active license as a **Class C-10 Electrical and C-16 Fire Protection Contractor, issued by the State of California, No. 1092090.**

11. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.
- County:
- Facility Services  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: Facility Services Director
- Contractor:
- Western States Fire Protection  
1655 Marietta Way  
Sparks NV 89431  
Attention: Nate Muzzi, Area Manager
23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to

provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

**CONTRACTOR:**

API Group Life Safety USA LLC,, dba  
Western States Fire Protection

By: \_\_\_\_\_  
Name: Nate Muzzi  
Title: Attorney-in-Fact  
Date signed:

**COUNTY:**


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

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

**EXHIBIT A**

**Scope of Work**

1. Contractor shall provide fire sprinkler repair services on an 'as-needed' basis upon request by Facility Services.
2. Contractor shall provide fire sprinkler inspection services once annually as required by law at the following county facilities:
  - a. Courthouse Annex
  - b. Plumas County Jail
3. All work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

\_\_\_\_ COUNTY INITIALS

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

**EXHIBIT B**

**Fee Schedule**

1. Contractor shall be paid at the rate of \$175/hr for repair services.
2. Fire Sprinkler System Inspection Services shall be billed once annually at the following rates:
  - a. Courthouse Annex                      \$1,384.00 – Exhibit C
  - b. Plumas County Jail                      \$1,038.00 – Exhibit D
3. Contractor shall be paid upon submittal of a written invoice to County setting forth the following:
  - a. A description of the services provided including the date of service(s), amount of time expended, and any applicable hourly rate;
  - b. A description of any reimbursable materials and costs incurred, date(s) incurred, to whom incurred, together with supporting documentation for the same.
4. County shall make payment within 30 days of receipt of Contractor's invoice.
5. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Paragraph 2 on page 1 of this agreement.

\_\_\_\_ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS \_\_\_\_



## Inspection Agreement

This Agreement dated October 25, 2024, hereinafter referred to as "the Agreement," by and between Western States Fire Protection hereinafter referred to as "the Company," and Facility Services & Airports with offices for the purposes of billing and legal service as noted below in "Owners &/or Authorized Representative's Information" hereinafter called "the Subscriber," hereby agree to the following terms of inspection of the property outlined below owned and/or occupied by the Subscriber, hereinafter referred to as "the Property."

### **SECTION I: Owner's &/or Authorized Representative's Information**

**The Subscriber represents that the following information is true and correct and understands that the Company is relying upon the accuracy of this information for the purposes of this Agreement.**

Owner:	_____	Billing Address (if different from owner or rep)
Owner's Address:	_____	<u>Facility Services &amp; Airports</u>
	_____	<u>198 Andys Way</u>
	_____	<u>Quincy, CA 95971</u>
AP Contact:	<u>Rob McAdams</u>	Phone #: <u>530-283-6299</u>
E-mail Address:	<u>robertmcadams@countyofplumas.com</u>	
Authorized Representative:	<u>Dustin Vert</u>	
	(if not the owner)	
Position/Title (see note 1 below):	<u>Facilities</u>	
Representatives address:	_____	
	_____	
Representative's Phone:	<u>530-283-6070</u>	Fax: _____
E-mail Address:	<u>dustinvert@countyofplumas.com</u>	

Note 1: If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.

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**Property Information** (from owner or his representative)

Name of Property to be inspected: Courthouse Annex  
Physical Property Address: 270 County Hospital Rd  
Quincy, CA 95971

Is there on-site maintenance, management, or other building security and/or supervision? ..... Y ☐ N ☐

If yes, Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Is access to the building or property limited or restricted in any way? ..... Y ☐ N ☐

If yes, describe: \_\_\_\_\_

Is the building occupied? ..... Y ☐ N ☐

If occupied, by whom if different from the above:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

If not, last occupied by whom?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

When? \_\_\_\_\_

To your knowledge has the classification and hazard of the building and its contents changed since the last inspection? Y ☐ N ☐ If yes, describe: \_\_\_\_\_

Who conducted the last inspection? \_\_\_\_\_

Date last inspected: \_\_\_\_\_

Are all protection systems in service? Y ☐ N ☐ If not, which protection systems are not in service and why? \_\_\_\_\_

To your knowledge has there been any modification to the protection systems, building floor plan, storage configurations, etc. since the last inspection? Y ☐ N ☐ If yes, describe reason(s) for modifications, and performed by whom? \_\_\_\_\_

To your knowledge has there been any actuation(s) of devices, systems, alarms since the last inspection?

Y ☐ N ☐ If yes, please describe: \_\_\_\_\_

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**SECTION II: SCOPE OF WORK**

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work:

	Description	Quantity	Frequency	Total
1	Annual Sprinkler Inspection	2	Annual	\$1,384
	1 wet 1 dry			
Proposal is based on inspections being performed during normal business hours of 7am - 4:30pm, Monday - Friday				
Annual Inspection Pricing				\$1,384

**\*\*\*Any submittal fees will be added after inspection and are not included in inspection pricing. \*\*\***

Inspections to be performed during the following hours:

(X) Normal Business Hours 7am – 4:30pm, Mon – Fri	\$00.00	p/yr. additional charge
( ) After Hours and/or Saturday	\$692.00	p/yr. additional charge
( ) Double Time, Sundays & Holidays	\$1,384.00	p/yr. additional charge

**SECTION III: TERM**

- ( ) One Year (1)
- ( ) Two Year (2)
- ( ) Three Year (3)
- ( ) Four Year (4)
- (X) Five Year (5)

**FULL CONTRACT VALUE \$6,920.00**

*Upon renewal date, contracts will automatically renew with a 5% increase unless notified in advance by a 30-day written notice.  
Multi-year contracts will not have yearly 5% increases until the full term has expired.*

**SECTION IV: PAY SCHEDULE**

Payment: In consideration of the above outlined service(s) the Subscriber agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

**INSPECTIONS:**

☒ Upon Completion of Inspection as per Section II, Scope of Work & Schedule

Year 1- \$1,384.00 p/yr

Year 2 -\$1,384.00 p/yr

Year 3 -\$1,384.00 p/yr

Year 4 -\$1,384.00 p/yr

Year 5 -\$1,384.00 p/yr

*All invoices due within ten (10) days of generated invoice date*

**SECTION V: TERMS AND CONDITIONS**

1. **SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Client agrees to purchase, and Company agrees to provide without liability and not as an insurer, as described herein, services for the

Page 3 of 9

purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information and data on the Subscriber's systems (outlined in this agreement) and retain that information and data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

**2. TERMS AND RENEWAL OF AGREEMENT:** Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

**3. PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. The client agrees to pay the company for the Term(s) of this Agreement, the Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

**4. INSPECTIONS AND SERVICE:** For the agreed-on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:

**A.** Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. The client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by DFS. DFS performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

**B.** Any additional work, material, or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. The client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

**C.** If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment, or any portion of it cannot be adequately inspected, repaired, or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If alternatively, and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

**D.** Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After-hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are 8:00 AM

– 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged in accordance with the Company's current established pricing, not to exceed the Manufacturer's current published list price.

**5. LIMITATION OF WESTERN STATES FIRE PROTECTION LIABILITY:** CLIENT ACKNOWLEDGES THAT DELTA FIRE SYSTEMS IS NOT AN INSURER AND THAT THE PAYMENTS MADE TO DELTA FIRE SYSTEMS BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO DELTA FIRE SYSTEMS RESULTING FROM THE WORK TO BE PERFORMED BY DELTA FIRE SYSTEMS, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF DELTA FIRE SYSTEMS, ITS' OFFICERS, DIRECTORS, EMPLOYEES AND DELTA FIRE SYSTEMS'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE DELTA FIRE SYSTEMS FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGEMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE SUSTAINED BY CLIENT, CONTRACTOR OR SUBCONTRACTORS, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION OF LIABILITY SHALL BE ENFORCEABLE, 1.) REGARDLESS OF THE AMOUNT OF ANY ACTUAL DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND 2.) EVEN IF THE LOSS OR DAMAGE IN ISSUE IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, DEFECTIVE PRODUCTS, VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT, OR OTHER FAULT OF DELTA FIRE SYSTEMS OR DELTA FIRE SYSTEMS'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR REPRESENTATIVES. SHOULD THE CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. IF PAYMENT FOR WORK PROVIDED IN THIS AGREEMENT IS NOT PAID WHEN DUE, CLIENT AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES AS WELL AS INTEREST COMPUTED AT THE HIGHEST RATE ALLOWABLE BY APPLICABLE STATE LAW.

**6. WARRANTIES:**

**A.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**B.** THE COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH THE SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET THE MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT.

**C.** THE COMPANY DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE, INSPECTION OR MAINTENANCE PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES

THEREFROM, WHICH THE EQUIPMENT OR SERVICES IS DESIGNED TO PERFORM, DETECT OR AVERT. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON COMPANY SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, AND THAT THE COMPANY HAS MADE NO REPRESENTATIONS EXCEPT AS ARE CONTAINED IN THIS AGREEMENT. COMPANY IS NOT AN INSURER AGAINST LOSS OR DAMAGE, AND ALL INSURANCE ARRANGEMENTS TO COVER LOSS, PROPERTY DAMAGE OR PERSONAL INJURY MUST BE MADE SEPARATELY BY THE CLIENT. THE CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE PREMISES OR TO THE CONTENTS THEREOF, AS WELL AS ALL RISK TO THE PHYSICAL OR MENTAL WELL-BEING OF PERSONS THEREIN. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT GIVES THE CLIENT SPECIFIC LEGAL RIGHTS. THE CLIENT MAY HAVE OTHER LEGAL RIGHTS WHICH VARY, FROM STATE TO STATE.

**7. REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS DELTA FIRE SYSTEMS FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS DELTA FIRE SYSTEMS WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

**8. RESPONSIBILITIES OF CLIENT:** The Client agrees to:

- A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.
- B. Maintain the system per original installers instructions and manufacturer' specifications.
- C. Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.
- D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.
- E. Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.
- F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

**9. INDEMNIFICATION, DAMAGES AND LIMITATIONS OF LIABILITY.** COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, INCLUDING PERSONAL INJURIES AND DEATH ASSERTED BY ANY PERSON, INCLUDING THOSE NOT A PARTY TO THIS AGREEMENT, RELATING TO OR ARISING FROM THE ALLEGED IMPROPER ACTS OR ACTIONS/NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, OCCURRING IN ANY WAY FROM THE INSTALLATION, OPERATION MAINTENANCE OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

**10. ADDITIONAL COMPANY RESPONSIBILITY.**

- A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances

beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

**B.** In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

**C.** Company will provide necessary test equipment required to perform service(s) under this Agreement.

**D.** If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

**11. NO CONFLICT WITH OTHER CLIENT AGREEMENTS.** Client warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. The client agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

**12. LICENSES, TAXES, PERMITS AND FALSE ALARMS.** The client shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

**13. ASSIGNMENTS AND DELEGATIONS.** The Company may assign this Agreement to any other person, firm, or corporation without notice to or approval by the Client, and may subcontract any activities, which it may perform under this Agreement. The Client may not assign or delegate any rights or obligations under this Agreement, either voluntarily or by operation of law, without advance written consent of the Company.

**14. ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

**15. INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all the remaining parts shall remain in full force and effect.

**16. ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations, or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents, or employees. Only a writing signed by each of the parties, or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns of the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

**17. RECEIPT AND REVIEW OF AGREEMENT.** The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety and has read the same, understood it and

agreed to its contents before signing it. Further the person executing these Terms and Conditions represents that he/she has the full authority of the Client to bind the Client to these Terms and Conditions.

Other inclusions, exclusions, or attachments:

**\*General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

**\* Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

**\*Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of the above testing & inspecting scope of work are billable at DFS current Time & Material Rates.

**\*Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access into each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at DFS current Time & Material Rates.**

**ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL\_\_\_\_\_**

**\*Term:** The initial term of this Agreement shall commence on the Effective Date and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

**\*On Site Inspection Repairs:** Client authorizes Delta Fire Systems to perform repairs or component replacements, found to be necessary during inspection, the amount of \$500.00 or less, ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding \$500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the client.

**ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL\_\_\_\_\_**

**\*Cancellation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving 3 business days' notice to the DFS, we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

COMPANY **WESTERN STATES FIRE PROTECTION** SUBSCRIBER **Facility Services & Airports**

Address: 1655 Marietta Way Ste. 105  
Sparks, NV 89431  
Phone No.: 775-359-0396  
Print Name: Amy Tolley Print Name: \_\_\_\_\_  
Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Non-Transferability Clause:**

*This proposal document, including all its contents, materials, and related information (hereinafter collectively referred to as the "Proposal"), is provided to Plumas County Jail by WSFP for the sole purpose of evaluating the proposed services, products, or solutions outlined herein. Recipient acknowledges and agrees that the Proposal, in its entirety or any part thereof, shall not be transferred, shared, disseminated, or disclosed to any third party outside of Recipient's organization without the prior written consent of Provider. Recipient further agrees that the Proposal shall only be used for internal evaluation and decision-making processes within Recipient's organization and shall not be used for any other purpose, including but not limited to, soliciting competitive bids, informing competitors of Provider's offerings, or any other activity deemed competitive or detrimental to Provider's interests. Recipient understands and acknowledges that the Proposal contains confidential and proprietary information of Provider and that any unauthorized use, disclosure, or dissemination of the Proposal may result in irreparable harm to Provider, for which monetary damages may not be sufficient remedy. Therefore, the Recipient agrees that the Provider shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce compliance with this Clause. This Clause shall survive the termination or expiration of any agreements or discussions between Provider and Recipient and shall remain in full force and effect thereafter. By accepting receipt of this Proposal, the Recipient acknowledges that they have read, understood, and agreed to be bound by the terms of this Non-Transferability Clause.*



POWERED BY API GROUP

## Inspection Agreement

This Agreement dated October 25, 2024, hereinafter referred to as "the Agreement," by and between Western States Fire Protection hereinafter referred to as "the Company," and Facility Services & Airports with offices for the purposes of billing and legal service as noted below in "Owners &/or Authorized Representative's Information" hereinafter called "the Subscriber," hereby agree to the following terms of inspection of the property outlined below owned and/or occupied by the Subscriber, hereinafter referred to as "the Property."

### **SECTION I: Owner's &/or Authorized Representative's Information**

**The Subscriber represents that the following information is true and correct and understands that the Company is relying upon the accuracy of this information for the purposes of this Agreement.**

Owner:	_____	Billing Address (if different from owner or rep)	_____
Owner's Address:	_____	Facility Services & Airports	_____
	_____	198 Andys Way	_____
	_____	Quincy, CA 95971	_____
AP Contact:	<u>Rob McAdams</u>	Phone #:	<u>530-283-6299</u>
E-mail Address:	<u>robertmcadams@countyofplumas.com</u>		
Authorized Representative:	<u>Duston Vert</u>		
	(if not the owner)		
Position/Title (see note 1 below):	<u>Facilities</u>		
Representatives address:	_____		
	_____		
Representative's Phone:	<u>530-283-6070</u>	Fax:	_____
E-mail Address:	<u>dustinvert@countyofplumas.com</u>		

Note 1: If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.



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**Property Information** (from owner or his representative)

Name of Property to be inspected: Plumas County Jail  
Physical Property Address: 50 Abernathy Ln  
Quincy, CA 95971

Is there on-site maintenance, management, or other building security and/or supervision? ..... Y ☐ N ☐

If yes, Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Is access to the building or property limited or restricted in any way? ..... Y ☐ N ☐

If yes, describe: \_\_\_\_\_

Is the building occupied? ..... Y ☐ N ☐

If occupied, by whom if different from the above:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

If not, last occupied by whom?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

When? \_\_\_\_\_

To your knowledge has the classification and hazard of the building and its contents changed since the last inspection? Y ☐ N ☐ If yes, describe: \_\_\_\_\_

Who conducted the last inspection? \_\_\_\_\_

Date last inspected: \_\_\_\_\_

Are all protection systems in service? Y ☐ N ☐ If not, which protection systems are not in service and why? \_\_\_\_\_

To your knowledge has there been any modification to the protection systems, building floor plan, storage configurations, etc. since the last inspection? Y ☐ N ☐ If yes, describe reason(s) for modifications, and performed by whom? \_\_\_\_\_

To your knowledge has there been any actuation(s) of devices, systems, alarms since the last inspection?

Y ☐ N ☐ If yes, please describe: \_\_\_\_\_

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**SECTION II: SCOPE OF WORK**

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work:

Description		Quantity	Frequency	Total
1	Annual Sprinkler Inspection	2	Annual	\$1,038
	1 wet 1 dry			
Proposal is based on inspections being performed during normal business hours of 7am - 4:30pm, Monday - Friday				
Annual Inspection Pricing				\$1,038

**\*\*\*Any submittal fees will be added after inspection and are not included in inspection pricing. \*\*\***

Inspections to be performed during the following hours:

(X) Normal Business Hours 7am – 4:30pm, Mon – Fri	\$00.00	p/yr. additional charge
( ) After Hours and/or Saturday	\$519.00	p/yr. additional charge
( ) Double Time, Sundays & Holidays	\$1,038.00	p/yr. additional charge

**SECTION III: TERM**

- ☐ One Year (1)  
☐ Two Year (2)  
☐ Three Year (3)  
☐ Four Year (4)  
☒ Five Year (5)

**FULL CONTRACT VALUE \$5,190.00**

*Upon renewal date, contracts will automatically renew with a 5% increase unless notified in advance by a 30-day written notice.  
Multi-year contracts will not have yearly 5% increases until the full term has expired.*

**SECTION IV: PAY SCHEDULE**

Payment: In consideration of the above outlined service(s) the Subscriber agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

**INSPECTIONS:**

- ☒ Upon Completion of Inspection as per Section II, Scope of Work & Schedule  
 Year 1- \$1,038.00 p/yr  
 Year 2 -\$1,038.00 p/yr  
 Year 3 -\$1,038.00 p/yr  
 Year 4 -\$1,038.00 p/yr  
 Year 5 -\$1,038.00 p/yr

*All invoices due within ten (10) days of generated invoice date*

**SECTION V: TERMS AND CONDITIONS**

1. **SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Client agrees to purchase, and Company agrees to provide without liability and not as an insurer, as described herein, services for the

Page 3 of 9

purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information and data on the Subscriber's systems (outlined in this agreement) and retain that information and data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

**2. TERMS AND RENEWAL OF AGREEMENT:** Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

**3. PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. The client agrees to pay the company for the Term(s) of this Agreement, the Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

**4. INSPECTIONS AND SERVICE:** For the agreed-on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:

**A.** Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. The client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by DFS. DFS performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

**B.** Any additional work, material, or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. The client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

**C.** If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment, or any portion of it cannot be adequately inspected, repaired, or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If alternatively, and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

**D.** Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After-hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are 8:00 AM

– 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged in accordance with the Company's current established pricing, not to exceed the Manufacturer's current published list price.

**5. LIMITATION OF WESTERN STATES FIRE PROTECTION LIABILITY:** CLIENT ACKNOWLEDGES THAT DELTA FIRE SYSTEMS IS NOT AN INSURER AND THAT THE PAYMENTS MADE TO DELTA FIRE SYSTEMS BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO DELTA FIRE SYSTEMS RESULTING FROM THE WORK TO BE PERFORMED BY DELTA FIRE SYSTEMS, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF DELTA FIRE SYSTEMS, ITS' OFFICERS, DIRECTORS, EMPLOYEES AND DELTA FIRE SYSTEMS'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE DELTA FIRE SYSTEMS FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGEMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE SUSTAINED BY CLIENT, CONTRACTOR OR SUBCONTRACTORS, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION OF LIABILITY SHALL BE ENFORCEABLE, 1.) REGARDLESS OF THE AMOUNT OF ANY ACTUAL DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND 2.) EVEN IF THE LOSS OR DAMAGE IN ISSUE IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, DEFECTIVE PRODUCTS, VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT, OR OTHER FAULT OF DELTA FIRE SYSTEMS OR DELTA FIRE SYSTEMS'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR REPRESENTATIVES. SHOULD THE CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. IF PAYMENT FOR WORK PROVIDED IN THIS AGREEMENT IS NOT PAID WHEN DUE, CLIENT AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES AS WELL AS INTEREST COMPUTED AT THE HIGHEST RATE ALLOWABLE BY APPLICABLE STATE LAW.

**6. WARRANTIES:**

**A.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**B.** THE COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH THE SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET THE MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLEY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT.

**C.** THE COMPANY DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE, INSPECTION OR MAINTENANCE PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES

THEREFROM, WHICH THE EQUIPMENT OR SERVICES IS DESIGNED TO PERFORM, DETECT OR AVERT. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON COMPANY SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, AND THAT THE COMPANY HAS MADE NO REPRESENTATIONS EXCEPT AS ARE CONTAINED IN THIS AGREEMENT. COMPANY IS NOT AN INSURER AGAINST LOSS OR DAMAGE, AND ALL INSURANCE ARRANGEMENTS TO COVER LOSS, PROPERTY DAMAGE OR PERSONAL INJURY MUST BE MADE SEPARATELY BY THE CLIENT. THE CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE PREMISES OR TO THE CONTENTS THEREOF, AS WELL AS ALL RISK TO THE PHYSICAL OR MENTAL WELL-BEING OF PERSONS THEREIN. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT GIVES THE CLIENT SPECIFIC LEGAL RIGHTS. THE CLIENT MAY HAVE OTHER LEGAL RIGHTS WHICH VARY, FROM STATE TO STATE.

**7. REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS DELTA FIRE SYSTEMS FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS DELTA FIRE SYSTEMS WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

**8. RESPONSIBILITIES OF CLIENT:** The Client agrees to:

**A.** Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

**B.** Maintain the system per original installers instructions and manufacturer' specifications.

**C.** Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

**D.** Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

**E.** Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

**F.** Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

**9. INDEMNIFICATION, DAMAGES AND LIMITATIONS OF LIABILITY.** COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, INCLUDING PERSONAL INJURIES AND DEATH ASSERTED BY ANY PERSON, INCLUDING THOSE NOT A PARTY TO THIS AGREEMENT, RELATING TO OR ARISING FROM THE ALLEGED IMPROPER ACTS OR ACTIONS/NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, OCCURRING IN ANY WAY FROM THE INSTALLATION, OPERATION MAINTENANCE OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

**10. ADDITIONAL COMPANY RESPONSIBILITY.**

**A.** Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances

Page 6 of 9

beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

**B.** In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

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**11. NO CONFLICT WITH OTHER CLIENT AGREEMENTS.** Client warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. The client agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

**12. LICENSES, TAXES, PERMITS AND FALSE ALARMS.** The client shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

**13. ASSIGNMENTS AND DELEGATIONS.** The Company may assign this Agreement to any other person, firm, or corporation without notice to or approval by the Client, and may subcontract any activities, which it may perform under this Agreement. The Client may not assign or delegate any rights or obligations under this Agreement, either voluntarily or by operation of law, without advance written consent of the Company.

**14. ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

**15. INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all the remaining parts shall remain in full force and effect.

**16. ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations, or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents, or employees. Only a writing signed by each of the parties, or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns of the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

**17. RECEIPT AND REVIEW OF AGREEMENT.** The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety and has read the same, understood it and

agreed to its contents before signing it. Further the person executing these Terms and Conditions represents that he/she has the full authority of the Client to bind the Client to these Terms and Conditions.

Other inclusions, exclusions, or attachments:

**\*General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

**\* Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

**\*Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of the above testing & inspecting scope of work are billable at DFS current Time & Material Rates.

**\*Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access into each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at DFS current Time & Material Rates.**

**ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL\_\_\_\_\_**

**\*Term:** The initial term of this Agreement shall commence on the Effective Date and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

**\*On Site Inspection Repairs:** Client authorizes Delta Fire Systems to perform repairs or component replacements, found to be necessary during inspection, the amount of \$500.00 or less, ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding \$500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the client.

**ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL\_\_\_\_\_**

**\*Cancellation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving 3 business days' notice to the DFS, we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

COMPANY **WESTERN STATES FIRE PROTECTION** SUBSCRIBER **Plumas County Jail**

Address: 1655 Marietta Way Ste. 105  
Sparks, NV 89431

Phone No.: 775-359-0396

Print Name: Amy Tolley

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**\*Non-Transferability Clause:**

*This proposal document, including all its contents, materials, and related information (hereinafter collectively referred to as the "Proposal"), is provided to **Plumas County Jail** by **WSFP** for the sole purpose of evaluating the proposed services, products, or solutions outlined herein. Recipient acknowledges and agrees that the Proposal, in its entirety or any part thereof, shall not be transferred, shared, disseminated, or disclosed to any third party outside of Recipient's organization without the prior written consent of Provider. Recipient further agrees that the Proposal shall only be used for internal evaluation and decision-making processes within Recipient's organization and shall not be used for any other purpose, including but not limited to, soliciting competitive bids, informing competitors of Provider's offerings, or any other activity deemed competitive or detrimental to Provider's interests. Recipient understands and acknowledges that the Proposal contains confidential and proprietary information of Provider and that any unauthorized use, disclosure, or dissemination of the Proposal may result in irreparable harm to Provider, for which monetary damages may not be sufficient remedy. Therefore, the Recipient agrees that the Provider shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce compliance with this Clause. This Clause shall survive the termination or expiration of any agreements or discussions between Provider and Recipient and shall remain in full force and effect thereafter. By accepting receipt of this Proposal, the Recipient acknowledges that they have read, understood, and agreed to be bound by the terms of this Non-Transferability Clause.*



**CORPORATE POWER OF ATTORNEY**

THIS POWER OF ATTORNEY is made this 28<sup>th</sup> day of October 2024 by API Group Life Safety USA LLC organized under the laws of the State of Minnesota.

API Group Life Safety USA LLC, does hereby make, constitute and appoint Nate Muzzi to be its true and lawful Attorney-in-Fact for the sole purpose of executing on behalf of the following, and only the following, documents: 1) Contracts up to 500,000; 2) Change Orders up to 100,000; 3) Lien Waivers; 4) Bid Bonds; 5) Performance and Payment Bonds; 6) Bids and Proposals up to 500,000; 7) Other Bid and Contract Documents; and 8) Leases and Rental Agreements, and to bind API Group Life Safety USA LLC., dba Western States Fire Protection, thereby as fully and to the same extent as if such documents were signed by an officer of API Group Life Safety USA LLC.

This Power-of-Attorney is granted and executed under the authority of the Board of Governors of API Group Life Safety USA LLC., as evidenced by election of Zach Rohne to the office of Assistant Treasurer by said Board of Governors on the 1<sup>st</sup> day of January 2022.

This Power-of-Attorney shall be effective until revoked in writing by an officer of API Group Life Safety USA LLC., termination of employment of the above-named person, or the 31<sup>st</sup> day of December 2024, whichever occurs first.

This Power-of-Attorney supersedes any previous Power-of-Attorney issued to the above-named individual.

API Group Life Safety USA LLC

By: \_\_\_\_\_

Assistant Treasurer

STATE OF COLORADO     )  
                                      ) : SS  
COUNTY OF ARAPAHOE    )

On this 28<sup>th</sup> day of October, 2024, before me, a Notary Public within and for said County, personally appeared Zach Rohne, to me personally known, who, being by me duly sworn, did say that he is the Assistant Treasurer of API Group Life Safety USA LLC, the Company named in the foregoing instrument, and that this instrument was signed on behalf of the Company by authority of its Board of Governors and acknowledged that the execution of this instrument was the free act and deed of the Company.



Krista L. Falzarano  
Notary Public



## PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

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

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign a lease agreement between County of Plumas and Lake Almanor Area Chamber of Commerce to lease a portion of Chester Park for their community ice-skating rink; effective November 1, 2024; (No General Fund Impact) because this lease is to promote community involvement, the lease amount is set at \$1/month; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign a lease agreement between County of Plumas and Lake Almanor Area Chamber of Commerce to lease a portion of Chester Park for their community ice-skating rink.

**Background and Discussion:**

The Lake Almanor Area Chamber of Commerce is wishing to lease the NE portion of Chester Park, also known as the basketball court, for their community ice-skating rink. This skating rink is open to the public for a nominal fee and proceeds from the ice-skating rink are used by the Chamber to promote other community events. It's important to note that the Chamber will be responsible for paying for their electrical usage, so there will not be any cost to the county.

**Action:**

Approve and authorize Chair to sign a lease agreement between County of Plumas and Lake Almanor Area Chamber of Commerce to lease a portion of Chester Park for their community ice-skating rink.

**Fiscal Impact:**

No impact to General Fund.

**Attachments:**

1. Lake Almanor Chamber of Commerce - Chester Park lease

## Land/Ground Lease Agreement

This Land/Ground Lease Agreement (the "Agreement") is entered into as of the 3rd day of December 2024, (the "Effective Date") by and between County of Plumas, a legal subdivision of the State of California, ("Landlord") and Lake Almanor Chamber of Commerce, a California Non-Profit Corporation ("Tenant"). Each landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord according to the terms and conditions set forth herein, the following real estate (the "Site"):

**A portion of the real property commonly known as the "Chester Park", located in Chester, California, consisting of the concrete slab area (also known as the 'Basketball Court') located in the northeast portion of the property as shown on the satellite image and identified by the 'red circle' attached hereto as Exhibit "A."**

2. **Purpose.** The Site may be used and occupied only for the following purpose (the "Permitted Use"): Ice rink. Nothing herein shall give the Tenant the right to use the Site for any other purpose without the prior written consent of the Landlord.

3. **Term.** This Agreement will be for a term retroactive to November 1, 2024, and ending on March 31, 2025 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. **Rent.** Tenant will pay Landlord rent in advance in the amount of \$1 per month.

5. **Taxes.** Tenant shall pay all taxes or assessments which are levied or charged on the Site during the Term.

6. **Utilities.** Tenant shall pay the cost of all utility services during the Term, including but not limited to water, gas and electricity used on the Site.

7. **Delivery Possession.** Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term.

8. **Condition Precedent.** Prior to the start date of the Term, Landlord shall satisfy the following conditions:

- I. Represent and warrant that it owns good and defeasible title in and to the Site and has the right and authority to make this Lease.

9. **Holdover Tenancy.** Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 100% of the then applicable rent of \$80.00 computed on a daily basis for each day during such holdover.

**10. Condition of Site.** Tenant has examined the Site in its current condition. Site is "AS IS" and "WITH ALL FAULTS," except as expressly set forth herein, Landlord makes no representation or warrants, express or implied, or arising by operation of law, including but not limited to any warrant of fitness for a particular purpose, merchantability, habitability, suitability, or condition. Tenant acknowledges that Tenant has not relied on any representations or warrants by Landlord in entering into this agreement.

**11. Use of the Site.** Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

**12. Improvements and Alterations.** Tenant may make improvements, alterations, additions, or other changes to the Site with the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All permanent improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement.

**13. No Mechanics Lien.** Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

**14. Permits and Approvals.** Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

**15. Compliance with Laws.** Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinance affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

**16. Hazardous Substances.** Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any reasonable insurance company.

**17. Insurance.** At all times during the Term, Tenant will maintain insurance for the Site covering:

**I. Property Insurance.** Property insurance covering all of the Tenant's improvements, equipment, and other personal property located on the Site.

**II. Liability Insurance.** Commercial general liability coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000), for any Tenant sponsored events on the Site. All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

**18. Waiver of Subrogation.** Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

**19. Indemnification.** To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suites, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

**20. Access to Site.** Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospective lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

**21. Default.** The following shall each constitute an "Event of Default" by Tenant:

A. Tenant fails to make any required payment due under this Agreement.

B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.

C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

**22. Termination by Landlord.** Upon the occurrence of an Event of Default by Tenant which continues for a period of ten (10) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

**23. Termination by Tenant.** In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminated this Agreement pursuant to this section.

**24. Surrender of the Site.** Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 7 days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to the Tenant from the Site. Any property left on the Site after 14 days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

25. **Subordination.** This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord.

26. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

27. **Condemnation.** In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any government law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

28. **Limitation of Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

29. **Assignment and Subletting.** Tenant will not assign this Agreement as to all or any portion of the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

30. **Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

31. **Force Majeure.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

32. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the Landlord or Tenant at the following addresses:

Landlord:

Facility Services & Airports

198 Andy's Way

Quincy CA 95971

ATTN: Nick Collin, Director

Tenant:

Lake Almanor Area Chamber of Commerce

PO Box 1198

Chester CA 96020

ATTN: Anne Kassebaum, Executive Director

or to another address that either Party may designate upon reasonable notice to the other Party.

33. **No Waiver.** No Party shall be deemed to have waiver of any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

34. **Severability.** If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid and unenforceable parts had not been included in this Agreement.

35. **Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

36. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws rules. Venue shall be in the federal and state courts for the County of Plumas.

37. **Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.

38. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

39. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

40. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

**IN WITNESS WHEREOF**, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

County of Plumas

Lake Almanor Chamber of Commerce

**LANDLORD**

**TENANT**

\_\_\_\_\_  
Greg Hagwood, Chair  
Board of Supervisors


\_\_\_\_\_  
Anne Kassebaum, CFO

**ATTEST**

\_\_\_\_\_  
Allen Hiskey, Clerk of the Board

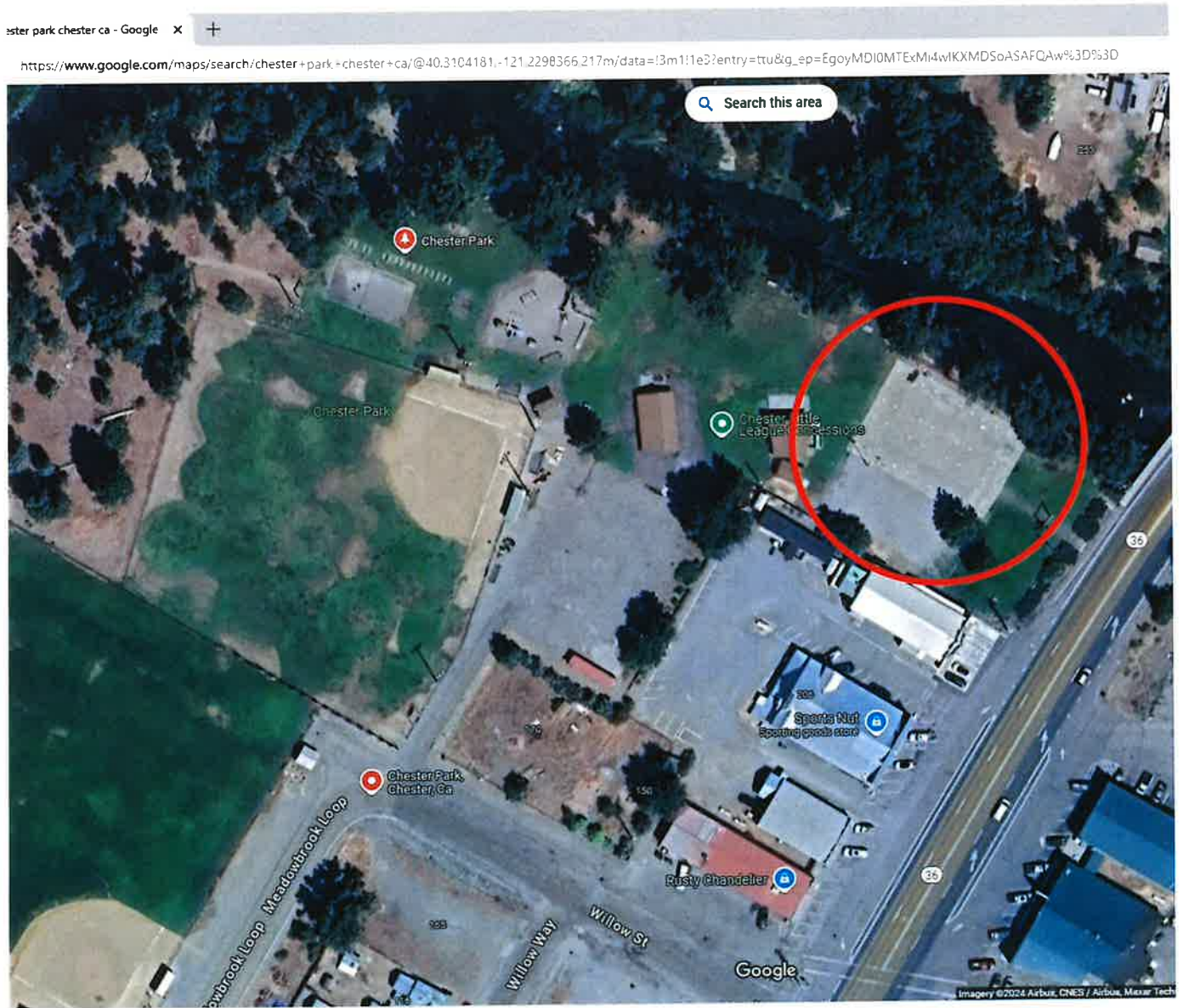
\_\_\_\_\_  
Christi Chase, CEO

Approved as to form:

  
\_\_\_\_\_  
Craig Settemire  
Counsel



## EXHIBIT A







**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Nick Collin, Facilities Director  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** Approve and authorize Facility Services to recruit and fill one extra-help Maintenance Worker 1; for winter snow removal/spring clean-up; (General Fund Impact) as approved in (FY24/25) recommended budget.

---

**Recommendation:**

Approve and authorize Facility Services to recruit and fill one extra-help Maintenance Worker 1; for winter snow removal/spring clean-up; (General Fund Impact) as approved in (FY24/25) recommended budget.

**Background and Discussion:**

Extra help maintenance worker 1 is needed for winter snow removal and spring cleanup.

**Action:**

Approve and authorize Facility Services to recruit and fill one extra-help Maintenance Worker 1; for winter snow removal/spring clean-up; (General Fund Impact) as approved in (FY24/25) recommended budget.

**Fiscal Impact:**

Approve and authorize Facility Services to recruit and fill one extra-help Maintenance Worker 1; for winter snow removal/spring clean-up; (General Fund Impact) as approved in (FY24/25) recommended budget.

**Attachments:**

1. Building and Grounds Maintenance Worker I

## **BUILDING AND GROUNDS MAINTENANCE WORKER I**

### **DEFINITION**

Under supervision; to assist in performing a variety of skilled and semi-skilled maintenance work and repair of buildings and grounds; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry level classification in the Building Maintenance Worker series. Incumbents in this class learn to perform and perform a variety of duties in the maintenance and repair of County buildings and related machinery and equipment. Incumbents assist with performing the more skilled assignments under relatively close supervision. As incumbents demonstrate broader skills and experience, it is expected that most incumbents in this class will be promoted to the Building and Grounds Maintenance Worker II level.

### **REPORTS TO**

Building and Grounds Maintenance Supervisor I, II.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **BUILDING AND GROUNDS MAINTENANCE WORKER I - 2**

### **EXAMPLES OF DUTIES**

- Assists with performing a variety of skilled and semiskilled work in the maintenance and repair of County buildings and grounds.
- Assists with carpentry, painting, plumbing, and electrical work.
- Assists with building alterations.
- Assists with heating, air conditioning, and ventilation systems maintenance and repairs.
- Performs work involved in the cleaning and care of the County buildings and facilities.
- May maintain assigned areas of buildings and facilities in a clean, orderly and safe condition.
- Moves and arranges furniture and equipment.
- Takes care of equipment and materials used in work assignments.
- Mows and edges lawns and other grounds areas.
- Trims trees, shrubs and hedges.
- Waters ground areas.
- Operates a variety of irrigation equipment.
- Does landscaping and gardening.
- Participates in the repair and remodeling of County buildings.
- Assists with the inspection of buildings and facilities for needed repairs.
- Uses and operates a variety of hand and power tools.
- Learns to use electrical testing and other specialized testing equipment.
- Completes and maintains records and reports.

### **TYPICAL PHYSICAL REQUIREMENTS**

Frequently sit for extended periods; stand and walk or crouch on narrow, slippery, and erratically moving surfaces; stoop, kneel, bend to pick up or move objects, office equipment, and furniture; physical ability may occasionally be required to lift up to 100 lbs. without assistance; physical ability to lift and carry objects weighing up to 150 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of lawn mowing equipment, hand and power tools, electrical testing equipment, and a variety of building trades, tools, and equipment.

### **TYPICAL WORKING CONDITIONS**

Work is performed both in office and outdoor environments; some exposure to varying temperatures; exposure to dust, steam, controlled and hazardous substances, pesticides, herbicides, gases and chemicals; working around electrical current, and moving machinery parts; some contact with staff and the public.

## **BUILDING AND GROUNDS MAINTENANCE WORKER I - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic knowledge of carpentry, electrical, and plumbing trades.
- Standard tools, methods, practices, and materials involved in one of building trades such as carpentry, painting, plumbing, and electrical.
- Safe work practices.
- Methods and practices followed in the maintenance of tools, machinery and equipment.
- Occupational hazards and safety precautions of the building maintenance trades.

#### **Ability to:**

- Learn to perform a wide range of skilled and semi-skilled building trades work.
- Learn applicable provisions of building, electrical, and plumbing codes.
- Use a variety of building trades tools and equipment.
- Recognize and locate conditions which require maintenance and repair work.
- Use and care for hand and power tools utilized in the building trades.
- Estimate time and materials needed to perform maintenance, construction, and repair jobs.
- Follow written and oral instructions.
- Read and write English.
- Perform arithmetic calculations at the level necessary for satisfactory job performance.
- Establish and maintain cooperative working relationships.

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

One (1) year of experience in building and grounds maintenance work is highly desirable.

**Special Requirement:** Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Christine Renteria, Office Supervisor

**MEETING DATE:** December 3, 2024

**SUBJECT:** Adopt **RESOLUTION** Authorizing an application for, and acceptance of, the County Allocation Award under Round 6 of the Transitional Housing Program and Round 3 of the Housong Navigation and Maintenance Program; (No General Fund Impact); State of California, Department of Housing and Community Development; approved as to form by County Counsel.

---

**Recommendation:**

Adopt **RESOLUTION** Authorizing an application for, and acceptance of, the County Allocation Award under Round 6 of the Transitional Housing Program and Round 3 of the Housong Navigation and Maintenance Program; (No General Fund Impact); State of California, Department of Housing and Community Development; approved as to form by County Counsel.

**Background and Discussion:**

- TAY funds are to be used for young adults 18 to 24 years, inclusive, with a priority given to those currently or formerly in the foster care or probation systems. However, if that demographic is not available the funds can be used for 18 to 24 young adults who are at risk and in need of assistance to keep them from becoming unhoused.
- Funding is very flexible and has been used for items or direct services for the participants such as rental assistance/subsidies, security deposits, utility payments, or expenses related to bus passes for travel to and from work/training, schooling or purchasing essential items for making a home habitable (refrigerator, bed, furniture, pots/pans). All are based on the individual participant's needs as it relates to housing.
- Housing navigation services have covered staff salaries and mileage, or the purchase of equipment like laptops and printers.

**Action:**




Adopt **RESOLUTION** Authorizing an application for, and acceptance of, the County Allocation Award under Round 6 of the Transitional Housing Program and Round 3 of the Housong Navigation and Maintenance Program; (No General Fund Impact); State of California, Department of Housing and Community Development; approved as to form by County Counsel.

**Fiscal Impact:**




(No General Fund Impact) State of California, Department of Housing and Community Development

**Attachments:**

1. 4292 App FINAL
2. 4292 Res FINAL

Transitional Housing Program (THP) Allocation Acceptance Round 6										Rev. 10/09/24																																	
County Allocation (select Applicant County in row 7 below):										\$36,645																																	
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Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Round 3										Rev. 10/09/24																																																																																																																																																																																																											
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The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal  
Government  
Agency Name\*

Plumas County

Remit-To  
Address (Street  
or PO Box)\*

270 County Hospital Rd, Suite 207

City\*

Quincy

State \* CA

Zip Code\*+4 95971-9174

Government Type:

☐ City

☒ County

☐ Special District

☐ Federal

☐ Other (Specify)

Federal  
Employer  
Identification  
Number  
(FEIN)\*

94-6000528

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit  
Name

Department of Social Services

Complete  
Address

270 County Hospital Rd, Suite 207 Quincy CA

Dept/Division/Unit  
Name

Complete  
Address

Dept/Division/Unit  
Name

Complete  
Address

Dept/Division/Unit  
Name

Complete  
Address

Contact Person\*

Christine Renteria

Title Fiscal ~ Office Supervisor

Phone number\*

530-283-6462

E-mail address

christinerenteria@countyofplumas.com

Signature\*

Date 11/8/24





BEFORE THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA IN THE MATTER OF: ROUND 6 TRANSITIONAL HOUSING PROGRAM AND ROUND 3 OF THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM  
RESOLUTION NUMBER: \_\_\_\_\_

THIS RESOLUTION AUTHORIZES AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 6 OF THE TRANSITIONAL HOUSING PROGRAM AND ROUND 3 OF THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance Form (the "THP Allocation Acceptance Form"), dated October 9, 2024 under Round 6 of the Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code .

WHEREAS, the Department issued an Allocation Acceptance Form (the "HNMP Allocation Acceptance Form"), dated October 9, 2024 under Round 3 of the Housing Navigation and Maintenance Program ("HNMP") authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code .

The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the "Allocation Acceptance Forms".

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP and HNMP Programs; and

WHEREAS, the County of Plumas ("County") may be listed as an eligible applicant in the THP Allocation Acceptance Form, dated October 9, 2024, the County may also be listed as an eligible applicant in the HNMP Allocation Acceptance Form dated October 9, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Plumas does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of \$36,645.00 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional THP Allocation" ) up to the amount authorized by Department but not to exceed \$ 73,290.00.

SECTION 3. That County is hereby authorized and directed to apply for and accept County's allocation award in the amount of \$ 14,865.00 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional HNMP Allocation") up to the amount authorized by Department but not to exceed \$ 29730.00.

SECTION 5. That Director, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents").

SECTION 6. That Director, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any

additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents").

SECTION 7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

SECTION 8. That County affirms it has the discretion to accept any or all of the THP and HNMP program funds as detailed herein.

PASSED AND ADOPTED this 3<sup>rd</sup> day of December, 2024, by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTENTIONS \_\_\_\_\_

ABSENT \_\_\_\_\_

By: \_\_\_\_\_

Greg Hagwood

Chairman of Board of Supervisors

## STATE OF CALIFORNIA

County of Plumas

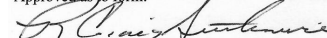
I, Allen Hiskey, Clerk of the Board for the County of Plumas, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the County Board of Supervisors on this 3<sup>rd</sup> day of December, 2024.

Allen Hiskey

Clerk of the County of Plumas, State of California

By: \_\_\_\_\_

Approved as to form:

  
Craig Settemire  
Counsel

<b>RESOLUTION CHECKLIST</b>		
<b>Minimum Requirements</b>		
<input type="checkbox"/>	County name	
<input type="checkbox"/>	<b>Title of Signatory(ies)</b> <b>Note:</b> title of authorized signatory(ies) is preferred for THP/HNMP resolutions. Names may be included, but the Department will then only accept signatures on behalf of the County from the named person. Current supporting documentation evidencing the individual who currently holds the position <b>must</b> be provided.	
<input type="checkbox"/>	Reference to Allocation Acceptance Form date	
<input type="checkbox"/>	Standard Agreement or Grant Agreement language (authorizes signatory(ies) to sign Grant Contract/Standard Agreement)	
<input type="checkbox"/>	Amendment provision included	
<input type="checkbox"/>	<b>Must</b> include a dollar amount that is equal to or greater than the award amount.	
<input type="checkbox"/>	Meeting Date, All Votes (Ayes, No's, Absent, Vacant), and signature(s) included	
<input type="checkbox"/>	<b>Must</b> include an attestation clause. Person attesting validity of resolution (must be someone other than the person authorized to sign agreements). In other words, the individual signing the Standard Agreement cannot be the individual to sign the Resolution for the Board of Directors.	
<input type="checkbox"/>	Resolution number(s) <b>OR Project</b> Site Name (Required to differentiate multiple contracts issued to same contractor)	
<b>Authorized Signatory(ies) – And vs. Or</b>		
<b>And – Director and Deputy Director</b> Both individuals named must sign the Standard Agreement.  <b>Example:</b> “The Board hereby authorizes <u>Director</u> <b>and</b> <u>Deputy Director</u> to execute the Standard Agreement in an amount not to exceed...”		
<b>Or – Director or Deputy Director</b> Either individual may sign--only one signature is required.  <b>Example:</b> “The Board hereby authorizes the <u>Director</u> <b>or</b> <u>Deputy Director</u> to execute the Standard Agreement in an amount not to exceed...”		
<b>And/or – Manager and/or Director</b> Effective December 9, 2014, HCD’s Legal Assistance Division (LAD) declared this language legally insufficient. Resolutions with this language will not be accepted.  <b>Example:</b> “The Board hereby authorizes the <u>Director</u> <b>and/or</b> <u>Deputy Director</u> to execute the Standard Agreement in an amount not to exceed...”		



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Christine Renteria, Office Supervisor

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson for Legal representation; effective January 1, 2025; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson for Legal representation; effective January 1, 2025; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

**Background and Discussion:**

California Welfare and Institutions (W&I) Code, Section 300, provides counties with the authority to remove children from the home of their Parent(s) when a Court determines, based on the result of an investigation by a child protective services social worker, that the child may not safely remain in the home. When a social worker makes such a determination the county petitions the Court for removal of the child from the unsafe environment. If the Court approves the petition, the child becomes a Dependent of the Court until it is determined that the child can safely returned to the home.

Each party to a W&I Code Section 300 proceeding is entitled to legal representation. In most cases, the Court appoints separate counsel to represent each of the child's parents. As part of this contract commitment, Ms. Johnson will attend staff meetings with the Department's social workers and is available to them for consultation by Telephone.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson for Legal representation; effective January 1, 2025; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) State Funding

**Attachments:**

1. Johnson CPS contract final

### **Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Morgan Johnson, Attorney at Law (hereinafter referred to as "Attorney").

The parties agree as follows:

1. Scope of Work. Attorney shall provide the County with services as set forth in Exhibit A, attached hereto.
1. 2. Compensation. County shall pay Attorney for services provided to County pursuant to this Agreement at a flat rate of \$8,400 per month. In addition to the flat fee specified above, County agrees to compensate Attorney for any hours worked in conjunction with this Agreement that exceed a total of 20 hours per month at the rate of \$140.00 per hour not to exceed ONE HUNDRED THOUSAND ONE HUNDRED DOLLARS (\$100,100.00). In addition, County agrees to reimburse Attorney for the actual documented cost incurred in connection with services including postage, photocopies, and printing of briefs. To the extent that any out of county travel is required in connection with this Agreement, County agrees to compensate Attorney in accordance with the rates that are provided for by the Board of Supervisors for County Employees.
3. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2025, unless terminated earlier as provided herein.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Attorney or furnish any other consideration under this Agreement and Attorney shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Attorney to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Attorney acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Attorney agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant

funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Attorney shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Attorney or its officers, employees, agents, Attorneys, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Attorney shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Attorney represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Attorney to practice. Attorney represents and warrants to County that Attorney shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Attorney or his/her principals to practice.



11. Relationship of Parties. It is understood that Attorney is not acting hereunder as an employee of the County, but solely as an independent Attorney. Attorney, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Attorney has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Representation of Other Clients. During the term of the contract, ATTORNEY is not prohibited from engaging in any other legal work, or representing any other client, provided that no private case shall be accepted which would cause a conflict of interest to arise wherein ATTORNEY would be unable to represent DSS, or a minor child, or be placed in a position as to be unavailable to said parties for representation and or consultation.
13. Assignment. Attorney may not assign, subcontract, sublet, or transfer his/her interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Attorney agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. Interpretation. This Agreement is the result of the joint efforts of both parties. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Attorney represents that it is unaware of any financial or economic interest of any public officer or employee of

County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Attorney.

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

County:

Department of Social Services  
County of Plumas  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Christine Renteria

Attorney:

Morgan Johnson, Attorney at Law  
P.O. Box 300  
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Attorney represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
- a. 26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of

the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**ATTORNEY:**

Morgan Johnson, Attorney at Law

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Morgan Johnson

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

Plumas County Counsel

By: \_\_\_\_\_  
Interim County Counsel

**EXHIBIT A**

**Scope of Work**

1. ATTORNEY shall provide such necessary legal services, including, but not limited to, consultation, advice, preparation of pleadings, representation at all court appearances, as may be required by DSS in matters relating to juvenile court proceedings, proceedings to terminate parental rights and appeals from such proceedings.
2. ATTORNEY shall be available during normal business hours for case and administrative consultation, either by telephone or in person and shall personally appear at all court hearings, involving juvenile dependency matters, termination of parental rights and Appellate Court proceedings.
3. In addition to the required services enumerated above, ATTORNEY shall provide advice and training to DSS staff which may be desirable or necessary as the result of future legislation or court decisions, including preparation of new forms and procedures.



**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Allen Hiskey, Clerk of the Board  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** Approve the Meeting Minutes for all meetings held in November 2024, as submitted.

---

**Recommendation:**

Approve the Meeting Minutes for all meetings held in November 2024, as submitted.

**Background and Discussion:**

The Plumas County Board of Supervisors approves all meeting minutes monthly, as submitted.

**Action:**

Approve the Meeting Minutes for all meetings held in November 2024, as submitted.

**Fiscal Impact:**

No General Fund Impact, meeting minutes approval only.

**Attachments:**

1. Minutes 11-05-2024
2. Minutes 11-12-2024



### **Board of Supervisors**

Dwight Ceresola, Vice Chair, 1st District  
Kevin Goss, 2nd District  
Thomas McGowan, 3rd District  
Greg Hagwood, Chair, 4th District  
Jeff Engel, 5th District

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON NOVEMBER 5, 2024**

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### **STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

#### **Live Stream of Meeting**

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

#### **ZOOM Participation**

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

### **CALL TO ORDER**

#### **Roll Call.**

**Present:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

### **PLEDGE OF ALLEGIANCE**

Laura Atkins, Social Services Director, led the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Supervisor McGowan has requested that Item 2.E. be removed from the agenda.

Motion passed.

Chair Hagwood makes a note under 5.G. add the title Deputy Sheriff

### **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.

Julie Threet (Zoom) - appealing to the County regarding the COVID-19 shot.

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Marcy DeMartile (County Clerk-Recorder/Registrar of Voters) - updates the Board on the current 61% of turnout, still processing outside the mailbox/counter (which is checked every 1-1.5 hours). Over 1000 undeliverable, voters have until 8pm tonight to be issued a ballot.

12-15 other county ballots have been received and forwarded to those counties. Tonight, between 8:30-9 - on the county website/elections page/ social media, there will be the unofficial results for tonight. Over 100 signature verification statements have been sent out, many returned already. If you have received the letter, email and or give her office a call -you have until 11/21 to return that document or come into the office to correct your signature.

Thank you everyone who has come in - observed - and asked questions to understand, she has had 4 Grand Jury members come in today, as well as a sixth grade class. She thanks her staff for their diligent efforts during this process.

Sharon Sousa (Behavioral Health Director) updates the Board on the Portola Clinic having to adjust their hours due to staffing.

Nick Collin (Facilities/Airports Director) updates the Board starting this week. They will implement a 24-hour facilities emergency line.

Martee Nieman-Graham (Auditor-Controller) - updated the Board on receiving an award for County Financial Audit Reporting from the State Controller's Office.



Tracey Ferguson (Planning Director) - updates the Board that the Lawry House garage will be demolished and replaced with a community restroom.

Rob Thorman (Public Works Director) - congratulates Joe Blackwell on over 40 years of County Service.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. 2021 WILDFIRE RECOVERY OPERATIONS**

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

Patrick Joseph - updates the Board on an October community meeting, which a research team attended. They have done interviews in several counties, and have developed best practices for the long-term recovery plan.

#### **B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT**

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble - handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18540>

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

Report and update.

No Report Provided

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

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

Martee Nieman-Graham (Auditor-Controller) updated on a fast-paced transition with Tyler Munis and Client First, will go online 12/30/2024.

#### **E. COUNTY TREASURER'S REPORT**

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

#### **F. FINANCIAL/AUDIT REPORT**

Report from County Departments regarding the County's Financial and audit status.

Martee Nieman-Graham (Auditor-Controller) updated the Board on the audit process. Requesting staff to reply to emails promptly.

#### **G. PRESENTATION:** Receive a presentation from James Cox, Business Service Manager Alliance for Workforce Development.

The Board received a presentation from James Cox, of the Alliance for Workforce Development.

Supervisor McGowan comments

Clint Koble comments

## 2. **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.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### A. **SHERIFF'S OFFICE**

- 1) Approve and authorize Chair to sign and ratify Multi-Year Addendum to the Master Service Agreement between Plumas County Sheriff's Office and Lenslock, Inc. adding additional equipment at the cost of \$11,605.13; (General Fund Impact) (additional impacts to the GF); approved as to form by County Counsel.

### B. **FACILITY SERVICES & AIRPORTS**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Durkin Construction, Inc. for snow removal at the County's Chester facilities; effective November 1, 2024; not to exceed \$12,000.00; this contract is as needed as approved in FY2425 recommended budget 2012052 521300, 2079052 521300, 2084052 521300; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Concentric Concrete Inc for ADA Ramp Repairs at HR; effective November 5th 2024; not to exceed \$18,423.75; (General Fund Impact) as approved in recommended (FY24/25) budget (2012054/540110); approved as to form by County Counsel.

### C. **CLERK OF THE BOARD**

- 1) Approve the Meeting Minutes for all meetings held in October 2024, as submitted.

### D. **BEHAVIORAL HEALTH**

- 1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas District Hospital for the rental space at Indian Valley Medical Clinic for the purpose of providing counseling and telehealth services; effective September 1, 2024; not to exceed \$16,700.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment #2 for Quality Measures and Performance Improvement Program supporting the healthcare effectiveness data and information reporting requirements; effective upon execution of this agreement; no additional cost; (No General Fund Impact) state funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng Medical Doctor, to provide psychiatric evaluations, medication management, providing prescription medication after hours, weekends, and holidays to individuals needing to be evaluated for 5150 via tele-psychiatry; effective November 1, 2024; not to exceed \$350,000.00 per fiscal year; (No General Fund Impact) a combination of state and federal funding; approved as to form by County Counsel.
- 4) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, one (1.0) FTE vacant Behavioral Health Site Coordinator position, due to resignation, as approved in FY24/25 budget. (No General Fund Impact)
- 5) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions, providing psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2025; not to exceed \$300,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

#### **E. COUNTY COUNSEL**

- 1) Approve and authorize Chair to sign amendment no. one (1) to agreement between Plumas County Counsel and Municipal Resource Group, LLC extending the term through November 21, 2025; no additional general fund; approved as to form by County Counsel.

**This item was pulled at the request of Supervisor McGowan.**

#### **F. OFFICE OF EMERGENCY SERVICES**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Office of Emergency Services and Foster Morrison Consulting, Ltd. for the development of the Multi-Jurisdictional Hazard Mitigation Plan; effective November 5, 2024; not to exceed \$265,000.00; (No General Fund Impact); grant funds; approved as to form by County Counsel.

#### **G. PROBATION**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Probation and Plumas Crisis Intervention and Resource Center, a California non-profit corporation, to provide emergency sheltering via their North Star Navigation Center; effective October 1, 2024; not to exceed \$124,450.00; (No General Fund Impact) AB109/Community Corrections Partnership state grant funding; approved as to form by County Counsel.

## **H. PUBLIC WORKS**

- 1) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Lead Maintenance Worker position in the Chester Maintenance District. Funded and allocated via Road Budget. No General Fund impact.
- 2) Approve and authorize Chair to sign Task Order No. 1 to the Professional Services Agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. for Consulting Services regarding pavement improvements and widening. No General Fund Impact; approved as to form by County Counsel.

## **I. SOLID WASTE**

- 1) Approve and authorize Chair to sign Amendment No. 2 to agreement between Plumas County Public Works and Vestra Resources, Inc., increasing the compensation to \$361,390.00 and adding two additional tasks; No General Fund Impact; Approved as to form by County Counsel.

## **J. SOCIAL SERVICES**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and HP INC for purchase of computers, monitors, scanners, and printers; effective 11-5-2024; not to exceed \$ 54,233.18; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and CalSAWS for Administrative Charges for Equipment Refresh; effective 11-5-2024; not to exceed \$ 10,582.58; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.

## **3. DEPARTMENTAL MATTERS**

### **A. LIBRARY - Dora Mitchell**

- 1) Adopt **RESOLUTION** to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.  
**Roll call vote**

**Motion:** Adopt [RESOLUTION No. 24-8961](#) to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Dora Mitchell presents**

- 2) Adopt **RESOLUTION** to Authorize the Plumas County Librarian to execute the grant funding agreement ZIP 24-63, in the amount of \$17,388; (General Fund Impact) as approved in (FY 24/25) recommended budget (20670/524515); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 24-8962](#) to Authorize the Plumas County Librarian to execute the grant funding agreement ZIP 24-63, in the amount of \$17,388; (General Fund Impact) as approved in (FY 24/25) recommended budget (20670/524515); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Dora Mitchell presents**

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

- 1) Inmate Welfare Fund (IWF) Annual Report Summary pursuant to Penal Code Section 4025

**The Board receives the update**

**Sheriff Johns and Under-sheriff Hermann presents**

**Supervisor McGowan comments**

**Chair Hagwood comments**

**Tracey Ferguson (Planning Director) comments**

**CAO Lucero comments**

**Public comment regarding the Genisys emergency alert not working properly and altering residents.**

- 2) Authorize the auditor to pay invoice #24-1070 from JBT Marine without a contract in the amount of \$5,405.77 from 70350-520900 for unanticipated labor and expenses related to patrol boat repair.

**Motion:** Authorize the auditor to pay invoice #24-1070 from JBT Marine without a contract in the amount of \$5,405.77 from 70350-520900 for unanticipated labor and expenses related to patrol boat repair., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Sheriff Johns presents**

**C. INFORMATION TECHNOLOGY - Gregory Ellingson**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Airespring, Inc. for the purchase of phone connectivity and voice/cloud services; effective 11/05/2024 for a three-year period; not to exceed \$72,000; (General Fund Impact) as approved in adopted FY24/25 budget (2022052/520203); approved as to form by County Counsel.

**Motion:** Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Airespring, Inc. for the purchase of phone connectivity and voice/cloud services; effective 11/05/2024 for a three-year period; not to exceed \$72,000; (General Fund Impact) as approved in adopted FY24/25 budget (2022052/520203); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Greg Ellingson presents**

**D. BEHAVIORAL HEALTH - Sharon Sousa**

- 1) Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services; effective July 1, 2024 not to exceed \$550,000.00 per consecutive twelve-month period beginning with the commencement of the term. (No General Fund Impact) combination of state and federal funds; This contract is not approved as to form by County Counsel; discussion and possible action

**Motion:** Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services; effective July 1, 2024 not to exceed \$550,000.00 per consecutive twelve-month period beginning with the commencement of the term. (No General Fund Impact) combination of state and federal funds; This contract is not approved as to form by County Counsel; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Sharon Sousa/Che Shannon presents**

**Chair Hagwood comments**

**CAO Lucero comments**

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum and Tenens, LLC provider to ensure 24/7 access to timely psychiatric emergency evaluations and treatment, effective September 1, 2024 ; not to exceed \$800,000.00 per consecutive twelve-month period beginning with the commencement of the term; (No General Fund Impact) state and federal funds; not approved as to form by County Counsel; discussion and possible action

**Motion:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum and Tenens, LLC provider to ensure 24/7 access to timely psychiatric emergency evaluations and treatment, effective September 1, 2024 ; not to exceed \$800,000.00 per consecutive twelve-month period beginning with the commencement of the term; (No General Fund Impact) state and federal funds; not approved as to form by County Counsel; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Sharon Sousa/Che Shannon presents**

**CAO Lucero comments**

**Supervisor McGowan comments**

**Supervisor Goss comments**

**E. FACILITIES SERVICES - Nick Collin**

- 1) Consider the request to appropriate up to \$24,763 from the General Fund Contingency (2098052 / 528400) for emergency replacement of two HVAC units for the Human Resources building; discussion and possible action. **Four/Fifths roll call vote**

**Motion:** Consider the request to appropriate up to \$24,763 from the General Fund Contingency (2098052 / 528400) for emergency replacement of two HVAC units for the Human Resources building; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Nick Collin presents**

**CAO Lucero comments**

**Supervisor McGowan comments**

**F. TREASURER-TAX COLLECTOR - Julie White**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Treasurer-Tax Collector and Smart Easy Pay, Inc. dba Easy Smart Pay (ESP); ESP is a bill pay service focused on providing services that ensure timely payments for property taxes; effective November 1, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Treasurer-Tax Collector and Smart Easy Pay, Inc. dba Easy Smart Pay (ESP); ESP is a bill pay service focused on providing services that ensure timely payments for property taxes; effective November 1, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Julie White presents**

**Supervisor McGowan comments**

**Chair Hagwood comments**

**2 public comments**

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

**A. County Administrative Officer's Report**

The Board received a report from the CAO.

**5. BOARD OF SUPERVISORS**

- A. Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at [public@plumascounty.com](mailto:public@plumascounty.com); discussion and possible staff direction.

**Motion: Continue this item for November 12, 2024, for further discussion and possible staff direction, and to allow time for the Assessor to bring her Chief Appraiser to answer questions.** Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at [public@plumascounty.com](mailto:public@plumascounty.com); discussion and possible staff direction., **Action: Approve, Moved by Supervisor - District 4 Hagwood, Seconded by Supervisor - District 5 Engel.**

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Cindie Froggatt presents**

**Supervisor McGowan comments**

**Chair Hagwood comments**

**Supervisor Engel comments**

**Julie White comments**

**Several public comments**

**\*\*\*\*\*Chair Hagwood request a short break\*\*\*\*\***

- B. **CONTINUED FROM OCTOBER 15, 2024,** Adopt **RESOLUTION** Approving Conflict-of-Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion: CONTINUED FROM OCTOBER 15, 2024,** Adopt [\*\*RESOLUTION No. 24-8963\*\*](#) Approving Conflict-of-Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action: Approve, Moved by Supervisor - District 5 Engel, Seconded by Supervisor - District 2 Goss.**

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Interim County Counsel presents**

**Martee Nieman-Graham comments**

**CAO Lucero comments**

**Public comment**

- C. Adopt **RESOLUTION** to honor individuals who have served in the Armed Forces; Operation Green Light - November 5th through November 11, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

**Motion:** Adopt [\*\*RESOLUTION No. 24-8964\*\*](#) to honor individuals who have served in the Armed Forces; Operation Green Light - November 5th through November 11, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote, Action: Approve, Moved by Supervisor - District 5 Engel, Seconded by Supervisor - District 2 Goss.**

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**CAO Lucero presents**

- D. **CONTINUED FROM OCTOBER 15, 2024;** Fund request by the Indian Valley Community Services District (IVCSD) for the Indian Valley Public Safety Center Project; discussion and possible action; **Four/Fifths Roll Call Vote**



**Motion: CONTINUED FROM OCTOBER 15, 2024; Bring this item back on December 17, 2024, to allow County Counsel time to draft a contract between Plumas County and IVCSO, and to also form a committee consisting of Supervisor Goss, Auditor-Controller, County Counsel, and the CAO.** Fund request by the Indian Valley Community Services District (IVCSO) for the Indian Valley Public Safety Center Project; discussion and possible action; **Four/Fifths Roll Call Vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**CAO Lucero comments**

**Adam Cox comments via Zoom**

**Chair Hagwood comments**

**Supervisor Goss, McGowan comment**

**Public comment - Ashley Sims**

- E. **CONTINUED FROM OCTOBER 15, 2024;** Funding request from the Indian Valley Community Services District (IVCSO) for the Indian Valley Town Hall Project; discussion and possible action; **Four/Fifths Roll Call Vote**

**Motion: CONTINUED FROM OCTOBER 15, 2024; Bring this item back on December 17, 2024, to allow County Counsel to draft a contract between Plumas County and IVCSO.** Funding request from the Indian Valley Community Services District (IVCSO) for the Indian Valley Town Hall Project; discussion and possible action; **Four/Fifths Roll Call Vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**CAO Lucero comments**

**Adam Cox comments via Zoom**

- F. Approve Board Chair to sign Letters of Opposition to Senators Padilla, Butler, and Representative Kiley regarding H.R. 3372 ("pilot project" would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on any interstate, H.R. 2948 (would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit), and H.R. 7496 (which was introduced this month, would empower governors with new power to raise weights on interstate highways); discussion and possible action.

**Motion:** Approve Board Chair to sign Letters of Opposition to Senators Padilla, Butler, and Representative Kiley regarding H.R. 3372 ("pilot project" would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on any interstate, H.R. 2948 (would allow auto-hauler trucks to operate permanently at 88,000 pounds, 10% above the current interstate weight limit), and H.R. 7496 (which was introduced this month, would empower governors with new power to raise weights on interstate highways); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**CAO Lucero comments**

- G. Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action.

**Motion:** Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- H. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action.

**Motion:** Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 10, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- I. There will be no November 19, 2024, Board of Supervisors meeting. Several administrative staff will be attending the Annual California State Association of Counties (CSAC) Convention that week; discussion and possible action.

**Motion:** There will be no November 19, 2024, Board of Supervisors meeting. Several administrative staff will be attending the Annual California State Association of Counties (CSAC) Convention that week; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## **J. APPOINTMENTS**

- 1) Appoint Laura Atkins as Social Services Director, effective November 5, 2024, and authorize Chair to sign the employment agreement; discussion and possible action.

**Motion:** Appoint Laura Atkins as Social Services Director, effective November 5, 2024, and authorize Chair to sign the employment agreement; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

**Vote:** Motion by split vote (**summary:** Yes = 3 No = 1).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

**No:** Supervisor - District 5 Engel.

**Abstain:** Supervisor - District 2 Goss.

**CAO Lucero read the terms of the contract.**

## **K. CORRESPONDENCE**

No Correspondence Received.

**L. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS**

Supervisor McGowan attended NSAQD meeting with Supervisor Ceresola, and will be attending other meetings.

Supervisor Goss attended the LAFCO conference, getting ready to go to DC to fight for a bill.

Supervisor Engel received correspondence regarding tax bills.

Chair Hagwood gives compliments to the Public Works Department for the repaving of Jackson Street.

**6. CLOSED SESSION**

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

- A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director (Board Only)

**Continued to November 12, 2024, due to time constraints, not discussed.**

- B. Personnel: Public Employee Performance Evaluation - County Administration Officer (Board Only)

**Continued to November 12, 2024, due to time constraints, not discussed.**

- C. Personnel: Public Employee Performance Evaluation - Clerk of the Board (Board Only)

**Continued to November 12, 2024, due to time constraints, not discussed.**

- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

- E. Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to Subdivision (d)(3) of Government Code Section 54956.9 (1case).

- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (3 cases)

- G. Personnel: Public Employee Performance, employment, evaluation, discipline, or dismissal under Government Code Section 54957 (b)(1)

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

Items A, B, and C were not addressed or discussed in closed session. All three items were continued until November 12, 2024, due to time constraints.

Chair Hagwood reported adding Deputy Sheriff to item 6.G. regarding labor negotiations. Board has agreed with the doctors' recommendation and will be reporting during Open Session on November 12, 2024.

Chair Hagwood reported on item F that the Board of Supervisor have waived privilege regarding the May 17th, 2022 Closed Session

**7. ADJOURNMENT**

Adjourned meeting to Tuesday, November 12, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



### **Board of Supervisors**

Dwight Ceresola, Vice Chair, 1st District  
Kevin Goss, 2nd District  
Thomas McGowan, 3rd District  
Greg Hagwood, Chair, 4th District  
Jeff Engel, 5th District

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON NOVEMBER 12, 2024**

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### **STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

#### **Live Stream of Meeting**

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

#### **ZOOM Participation**

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

### **CALL TO ORDER**

#### **Roll Call.**

**Present:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

**Excused:** Supervisor - District 2 Goss

### **PLEDGE OF ALLEGIANCE**

Clint Koble led the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Chair Hagwood has requested that Item 6.F. be removed from the agenda.  
Item 5.A, & 5.B directly after the Consent 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.

Pastor George offered a short prayer.

Zoom Diane Dreiss made comment regarding COVID-19 shots.

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Nick Collin (Facilities Director) updated the Board on he will be bringing a resolution before them regarding surplus vehicles.

Sheriff Johns read the following letter to the Board.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18554>

Sheriff Johns/ Mike Grant updated the Board on the Genesys emergency phone system. There was a public comment in the audience regarding this update.

### **ACTION AGENDA**

#### **1. UPDATES AND REPORTS**

##### **A. 2021 WILDFIRE RECOVERY OPERATIONS**

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

No Report Provided.

**B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT**

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble welcomed Cheryl Kolb who updated the Board on a signed lease for their new business center here in Quincy.

**C. US FOREST SERVICE**

Report and update.

No Report Provided.

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

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

No Report Provided.

**E. COUNTY TREASURER'S REPORT**

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

Julie White (Treasurer-Tax Collector) updated the Board on the Munis conversion and the interest proportion and property tax bills have been sent out. Gives staff kudos for their efforts in trying to bring money into the county.

**F. FINANCIAL/AUDIT REPORT**

Report from County Departments regarding the County's Financial and audit status.

No Report Provided.

**2. 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.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

**A. SHERIFF'S OFFICE**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Ernest Brandvold, a Sole Proprietor, doing business as Quincy Auto Glass, to provide windshield repairs and replacements on an as-needed basis; effective November 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Coates Inc., a California Corporation, dba Price Tire Center; effective November 20, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (various budgets); approved as to form by County Counsel.

## **B. FACILITY SERVICES & AIRPORTS**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Folchi Logging & Construction, Inc. for as needed snow removal services at the Portola Memorial Hall; effective November 1, 2024; not to exceed \$5,000.00; General Fund impact; as approved in FY2425 recommended budget 2081052 / 521900; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Western States Fire Protection Company for the 2nd phase of replacement of failing fire suppression piping at the Annex building; effective November 12, 2024; not to exceed \$128,370.00; (General Fund Impact); as approved in recommended (FY24/25) budget (2012054/540110); approved as to form by County Counsel.

## **C. PROBATION**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Probation and the County of Placer, to provide youth detention facility services for juvenile offenders; effective November 1, 2024; not to exceed \$150,000.00; Potential General Fund Impact of up to \$20,000.00; as approved in recommended FY24/25 budget (2040053 / 530440); approved as to form by County Counsel.

## **D. SOLID WASTE**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Vestra Resources, Inc. for landfill gas monitoring services; Effective January 1, 2025; Not to exceed \$27,324.00; No General Fund Impact; funds via Solid Waste Fund; approved as to form by County Counsel.

## **E. BEHAVIORAL HEALTH**

- 1) Approve and authorize Chair to ratify the signature of Debra Lucero, County Administrative Officer, on a Letter of Intent as noticed by the County of Plumas to NorCal Continuum of Care (CoC) – City of Redding (Lead Agency) to confirm, recognize, and support the action taken by the Plumas-Sierra Counties CoC Advisory Board that Plumas Crisis Intervention & Resource Center (PCIRC) will be utilizing Plumas County's HHAP 4 and HHAP 5 non-competitive allocations in the amounts of \$139,941.17 and \$158,593.88.



## **F. PUBLIC WORKS/ROAD DEPARTMENT**

- 1) **Informational Item:** Plumas County's new Jail project is complete and inmate occupancy took place on October 8, 2024; Director of Public Works will complete, execute, serve and Record the Notice of Completion.

## **G. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize Plumas County Public Health Agency to recruit and fill, funded, and allocated, vacant one part-time FTE extra-help assistant cook position; due to resignation; (No General Fund Impact); funded by Senior Services.

## **H. COUNTY COUNSEL**

- 1) Approve and authorize Chair to sign amendment no. one (1) to agreement between Plumas County Counsel and Municipal Resource Group, LLC extending the term through November 21, 2025; (General Fund Impact) no additional impact at this time; approved as to form by County Counsel.

## **3. DEPARTMENTAL MATTERS**

### **A. SHERIFF'S OFFICE - Todd Johns**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) fully outfitted marked patrol vehicles; total not to exceed \$145,618; (No General Fund Impact) as approved in (FY 24/25) budget; from state grant funds #7033154-541500 and #70356-541500; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

**Motion:** Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) fully outfitted marked patrol vehicles; total not to exceed \$145,618; (No General Fund Impact) as approved in (FY 24/25) budget; from state grant funds #7033154-541500 and #70356-541500; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

**Sheriff Johns presents**

- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of one (1) fully outfitted unmarked vehicle; total not to exceed \$68,811; (No General Fund Impact) as approved in (FY 24/25) budget; from state grant #703874-541500; approved as to form by County Counsel; discussion and possible action.  
**Four/Fifths roll call vote**

**Motion:** Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of one (1) fully outfitted unmarked vehicle; total not to exceed \$68,811; (No General Fund Impact) as approved in (FY 24/25) budget; from state grant #703874-541500; approved as to form by County Counsel; discussion and possible action.

**Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

## **B. HUMAN RESOURCES DEPARTMENT - Debra Lucero**

- 1) Adopt **RESOLUTION** to adopt an amended job description for the Clerk of the Board; (General Fund Impact) as approved in FY 2024/2025 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 24-8967](#) to adopt an amended job description for the Clerk of the Board; (General Fund Impact) as approved in FY 2024/2025 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

**CAO Lucero presents**

**County Counsel comments**

## **C. HUMAN RESOURCES/RISK MANAGEMENT - Debra Lucero, Travis Goings**

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Jesse W. Leiss; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 24-8965](#) of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Jesse W. Leiss; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

**CAO Lucero presents**

**County Counsel comments**

**Travis Goings presents**

**Josh Mizrahi comments**

#### 4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

##### A. County Administrative Officer's Report

No Report Provided.

#### 5. BOARD OF SUPERVISORS

- A. Adopt 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. 2024-0001 Beckwourth Peak Fire Protection District Annexation of Eastern Plumas Rural Fire Protection District; approved as to form by County Counsel; discussion and possible action; **Roll Call Vote**.

**Motion:** Adopt a [RESOLUTION No. 24-8966](#) of agreement by the Board of Supervisors of the County of Plumas adopting a Property Tax Transfer Agreement for Plumas County LAFCO File No. 2024-0001 Beckwourth Peak Fire Protection District Annexation of Eastern Plumas Rural Fire Protection District; approved as to form by County Counsel; discussion and possible action; **Roll Call Vote**., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

Jennifer Stephenson presents

Carrie from Beckworth Peak Fire presents

Supervisor McGowan comments

Rick Foster comments

CAO Lucero comments

Martee Nieman-Graham comments

- B. **CONTINUED DISCUSSION FROM NOVEMBER 5, 2024:** Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at [public@plumascounty.com](mailto:public@plumascounty.com); discussion and possible staff direction.

**Motion:** **CONTINUED DISCUSSION FROM NOVEMBER 5, 2024: Direction to County Counsel to review Tax Code 6.19 and review notification policy, and can the county reduce taxes, and to offer a legal analysis.** Property Assessed Valuation Tax Increases; the Board of Supervisors encourages the public to comment on this subject either in person or email at [public@plumascounty.com](mailto:public@plumascounty.com); discussion and possible staff direction., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

**Assessor Cindie Froggatt, and Chief Appraiser John Ridley presented.**

Supervisor McGowan comments

CAO Lucero comments

Chair Hagwood comments

Supervisor Engel comments

Martee Nieman-Graham comments via Zoom

Julie White comments

Nick Collin comments

Ted Stout comments via Zoom

Supervisor Ceresola comments

Sheriff Johns comments

Adam Cox comments via Zoom

## Various public comments from the audience

\*\*\*\*\*Direction to County Counsel: legal analysis and briefing review of 619 code, notice requirements by December 3, 2024.

\*\*\*Chair Hagwood requests a short break\*\*\*

**Chair Hagwood comments to the public that they have until November 30, 2024 to file an Assessment Appeal with the Clerk of the Board.**

- C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 14, 2025; discussion and possible action.

**Motion:** Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 14, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

- D. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on January 14, 2025; discussion and possible action.

**Motion:** Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on January 14, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

## E. APPOINTMENTS

- 1) California State Association of Counties - select a Delegate and Alternate for the 2025 CSAC Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action.

**Motion:** Re-delegate Supervisors Goss, and McGowan California State Association of Counties - select a Delegate and Alternate for the 2025 CSAC Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

- 2) Representing California's Rural Counties - select a Delegate and Alternate for the 2025 RCRC Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action.

**Motion: Re-delegate Supervisors Goss, and McGowan** Representing California's Rural Counties - select a Delegate and Alternate for the 2025 RCRC Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

- 3) Golden State Finance Authority - select a Delegate and Alternate for the 2025 GSFA Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action.

**Motion: Re-delegate Supervisors Goss, and McGowan** Golden State Finance Authority - select a Delegate and Alternate for the 2025 GSFA Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

- 4) Golden State Connect Authority - select a Delegate and Alternate for the 2025 GSCA Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action.

**Motion: Re-delegate Supervisors Goss and McGowan** Golden State Connect Authority - select a Delegate and Alternate for the 2025 GSCA Board of Directors; currently Supervisor Goss and Supervisor McGowan; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

- 5) Rural Counties Environmental Services Joint Powers Authority - select a Delegate and Alternate for the 2025 ESJPA Board of Directors; currently Supervisor Goss, Public Works Director Rob Thorman, and Sean Graham Solid Waste; discussion and possible action.

**Motion: Re-delegate Supervisor Goss, Public Works Director Rob Thorman, and Solid Waste Sean Graham** Rural Counties Environmental Services Joint Powers Authority - select a Delegate and Alternate for the 2025 ESJPA Board of Directors; currently Supervisor Goss, Public Works Director Rob Thorman, and Sean Graham Solid Waste; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Excused:** Supervisor Goss

## **F. CORRESPONDENCE**

No Correspondence Received

**G. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS**

No Weekly Reports Provided.

**6. CLOSED SESSION**

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

- A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director (Board Only)
- B. Personnel: Public Employee Performance Evaluation - County Administration Officer (Board Only)
- C. Personnel: Public Employee Performance Evaluation - Clerk of the Board (Board Only)
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- E. Conference with Legal Counsel: Existing litigation - M.S. Doe, Plaintiff v County of Plumas, at al., Defendants, United States District Court, Eastern District Court of California, Case No. CV 2:24-CV-02640; pursuant to Government Code §54956.9 (d)(1).
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 (Workers Compensation Case No. TIBY-600203/TIBV-600257)

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

Chair Hagwood reported there was no reportable action taken during closed session. Item 6.D., and 6.F. were pulled from Closed Session and not discussed.

**7. ADJOURNMENT**

Adjourned meeting to Tuesday, December 3, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to sign Amendment No. 3 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2024 standards for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

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**Recommendation:**

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 3 to the Services Agreement between the County of Plumas and MGE Engineering Inc to update the Caltrans plans and specifications to the new 2024 standards for the Graeagle-Johnsville Road Rehabilitation Project.

**Background and Discussion:**

On May 7, 2024, MGE Engineering Inc entered into a services agreement with the Plumas County Department of Public Works to provide on-call civil engineering for County transportation improvement projects.

The Department of Public Works is actively working on the Graeagle-Johnsville Road Rehabilitation Project. Caltrans has recently adopted the new 2024 standards so all projects must be revised and comply with these standards. MGE is able to do this work, see the attached scope of Amendment No. 3.

The attached MGE Engineering, Inc. Amendment No. 3 to the Services Agreement has been approved as to form by County Counsel.

**Action:**

Approve and authorize Chair to sign Amendment No. 3 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2024 standards for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact.

**Attachments:**

1. MGE-Amendment-3

**AMENDMENT NO. 3**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for  
Transportation Improvement Projects  
For the  
Graeagle-Johnsville Road Rehabilitation Project**

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 24-013, is hereby amended as follows:

Project Background

The County, in coordination with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1.82 to PM 5.15 in Plumas County, California. The project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The project is on lands managed by the Plumas National Forest (PNF) (PM 1.82-2.85) and Plumas-Eureka State Park (PM 2.85— 5.15). The project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is approximately 39.56 acres.

Scope of Work

Update the current plan set to comply with the new Caltrans 2024 Standard Plans and Specifications. Update will also included notice to bidders and special provisions, Bid book, Cost estimate and PS&E checklist.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Nine Thousand, Nine Hundred Fifty Four dollars and Fourteen cents (\$9,954.14).

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

Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work.

Other Contract Provisions.

All other contract provisions set forth in the May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

DES Consultants Initials

RWT County Initials



Term.

The term of this Agreement commences November 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 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**

\_\_\_\_\_  
Greg Hagwood, Chair  
Board of Supervisors

Date: \_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Allen Hiskey  
Clerk of the Board of Supervisors

Date: \_\_\_\_\_

**CONSULTANT**

MGE Engineering, Inc.

  
\_\_\_\_\_  
Robert E. Sennett, Vice President

Date: 11-14-2024

  
\_\_\_\_\_  
Fred Huang, Chief Financial Officer

Date: 11-14-2024

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

Date: 11/13/2024

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work  
Exhibit B – Fee Schedule

## Exhibit A

### GRAEAGLE-JOHNSVILLE ROAD REHABILITATION

#### PS&E UPDATE

As a result of Caltrans issuing updated Standard Specifications and Standard Plans for 2024, MGE will need to update the PS&E for the Graeagle-Johnsville Road Rehabilitation project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification. Work scope tasks will include the following:

##### TASK 1.1 – PLANS UPDATE

MGE will update the current plan set to comply with the new 2024 Standard Plans and Specifications.

*Deliverable: Updated Plans.*

##### TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS UPDATE

MGE will update the current Notice to Bidder and Special Provisions to comply with the new 2024 Standard Plans and Specifications.

*Deliverables: Update Notice To Bidders and Special Provisions.*

##### TASK 1.3 – BID BOOK UPDATE

MGE will update the current Bid Book to comply with the new 2024 Standard Plans and Specifications.

*Deliverables: Updated Bid Book.*

##### TASK 1.4 – COST ESTIMATE UPDATE

MGE will update the current Cost Estimate to comply with the new 2024 Standard Plans and Specifications. Unit costs will be checked to ensure the estimate reflects current bid prices for the bid items.

*Deliverables: Updated Cost Estimate.*

##### TASK 1.5 – PS&E CHECKLIST

MGE will complete the Caltrans PS&E Checklist (Exhibit 12-D) to be attached to the PS&E certification form which will be completed by the County.

*Deliverables: PS&E Checklist (Exhibit 12-D)*

#### SCHEDULE

MGE anticipates completing the updates to the PS&E within 4 weeks following notice to proceed.

## Exhibit B

**MGE Engineering Amendment 4**  
**FEE ESTIMATE PROPOSAL - GRAEAGLE-JOHNSVILLE ROAD REHABILITATION**  
**PS&E UPDATE TO 2024 STANDARDS**

[illegible]



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to sign Task Order No. 2 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to prepare an Initial Site Assessment (ISA) checklist for the Graeagle-Johnsville Road Rehabilitation Project; Not to exceed \$10,085.79; No General Fund Impact; approved as to form by County Counsel.

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**Recommendation:**

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Task Order No. 2 to the Services Agreement between the County of Plumas and Stantec Consulting Services, Inc to prepare an Initial Site Assessment (ISA) checklist for the Graeagle-Johnsville Road Rehabilitation Project.

**Background and Discussion:**

On May 14, 2024, Stantec Consulting Services, Inc entered into a services agreement with the Plumas County Department of Public Works to provide on-call environmental consulting services for County transportation improvement projects.

The Department of Public Works is actively working on the Graeagle-Johnsville Road Rehabilitation Project.

The work is required to obtain environmental clearance for the project. Stantec is able to do this work, see the attached Task Order No. 2.

**Action:**

Approve and authorize Chair to sign Task Order No. 2 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to prepare an Initial Site Assessment (ISA) checklist for the Graeagle-Johnsville Road Rehabilitation Project; Not to exceed \$10,085.79; No General Fund Impact; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact. Road Fund.

**Attachments:**

1. Stantec Amendment No. 2 - Graeagle-Johnsville Road ISA Phase 1\_CC Approved

**TASK ORDER NO. 2**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Environmental/CEQA & NEPA Services**  
**for the**  
**Graeagle-Johnsville Road Rehabilitation Project**

The May 14, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), is hereby amended as follows:

**Project Background**

The County, in coordination with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1.82 to PM 5.15 in Plumas County, California. The project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The project is on lands managed by the Plumas National Forest (PNF) (PM 1.82–2.85) and Plumas-Eureka State Park (PM 2.85–5.15). The project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is approximately 39.56 acres.

**Scope of Work**

The Scope of Work shall consist of preparation of an Initial Site Assessment (ISA) Checklist, identified in the Scope of Work, which is attached hereto as Exhibit "A".

**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 is Ten Thousand Eighty-Five Dollars and Seventy-Nine Cents (\$10,085.79).

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

**Project Schedule**

The Consultant shall complete the work, set forth above in the Project Schedule which is attached hereto as Exhibit "C".

**Term**

The term of this Agreement commences November 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of

WL

\_\_\_\_ Consultant's Initials

\_\_\_\_ County Initials



Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

**Other Contract Provisions.**

All other contract provisions set forth in the May 14, 2024, Professional Services Agreement first referenced above remain unchanged.

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

**CONTRACTOR:**

Stantec Consulting Services Inc.

By: 

Name: Wirt Lanning

Title: Senior Principal

Date signed: 11/22/2024

By: 

Name: Mark Wuestehube

Title: Principal

Date signed: 11/18/24

**COUNTY:**

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

By: \_\_\_\_\_

Greg Hagwood, Chair

Board of Supervisors

Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Allen Hiskey

Clerk of the Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:

  
Craig Settemire  
Counsel

Taxpayer ID Number – 11-2167170

Attachments: Exhibit A - Scope of Work  
Exhibit B - Fee Schedule  
Exhibit C - Project Schedule

**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT  
Graeagle-Johnsville Road Rehabilitation Project  
Environmental Services Support  
November 6, 2024**

**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 Graeagle-Johnsville Road Rehabilitation Project (project).

The County, in coordination with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1.82 to PM 5.15 in Plumas County, California. The project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The project is on lands managed by the Plumas National Forest (PNF) (PM 1.82–2.85) and Plumas-Eureka State Park (PM 2.85–5.15). The project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is approximately 39.56 acres.

***Task 1: Prepare Initial Site Assessment (ISA) Checklist***

Stantec will assist the County in preparing the ISA Checklist by completing the following:

1. **Project Management:** This includes, but is not limited to, managing internal kick-off, staffing, delivery schedule, quality control reviews of deliverables, and communications and coordination with County staff.
2. **Prepare ISA Checklist:** Based on the comment from Ms. Kiara Cuerpo-Hadsall of Caltrans, Stantec will prepare an Initial Site Assessment Technical Memorandum to identify historical mining operations. This will include the completion of the ISA Checklist (attached). Stantec will review an environmental database, historical aerial photographs and historical topographic maps to determine if hazardous materials are suspected in the site location. Due to the rushed timeline and the concern of historical activities on the project site, Stantec is not proposing a site visit at this time, and this portion of the ISA checklist will not be completed.
3. **Deliverables:** Electronic copies (PDF) of the ISA Checklist and associated attachments.
4. **Meeting(s):** Not applicable



**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**

Graeagle-Johnsville Road Rehabilitation Project – Environmental Services Support  
November 6, 2024

**EXHIBIT B  
Fee Schedule**

Task 1 (Prepare ISA Checklist), as outlined in Exhibit A, will be completed on a time-and-materials basis. The total estimated cost is Ten Thousand Eighty Five Dollars and Seventy Nine Cents (\$10,085.79). A line item cost breakdown showing labor hours and hourly rates is provided in the attached cost spreadsheet.





Page 119 of 524

## **PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**

Graeagle-Johnsville Road Rehabilitation Project – Environmental Services Support  
November 6, 2024

### **EXHIBIT C Project Schedule**

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed. The ISA Checklist will be completed in 10 business days for submittal to the County to review. If comments are received, Stantec will revise the report within 2 business days for submittal to Caltrans. If Caltrans comments are received, Stantec will revise the report within 2 business days for final submittal to the County and Caltrans.





**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Sarah Novak, Sheriff's Fiscal Officer

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair, Inc., to provide general towing and automotive repairs and services, along with abatement services; effective October 25, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair, Inc., to provide general towing and automotive repairs and services, along with abatement services; effective October 25, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide Sheriff's Office with general towing and automotive repairs and services, along with abatement services

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair, Inc., to provide general towing and automotive repairs and services, along with abatement services; effective October 25, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as approved in FY24/25 recommended budget (various budgets)

**Attachments:**

1. Quincy Tow FINAL

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Quincy Tow Service and Repair Inc. (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand, Nine Hundred and Ninety-Nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from October 25, 2024, through October 24, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 25, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

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

County:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Sarah Novak

Contractor:

Quincy Tow  
180 Nugget Lane  
Quincy, CA 95971  
Attention: Brian Wood



23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Quincy Tow Service and Repair, Inc.

By: \_\_\_\_\_  
Name: Robert Wood  
Title: CEO  
Date signed:

By: \_\_\_\_\_  
Name: Doreene Wood  
Title: Secretary  
Date signed:

**COUNTY:**

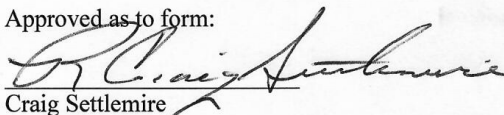
County of Plumas, a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff/Coroner  
Date signed:

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk, Board of Supervisors  
Date signed:

Approved as to form:  
  
Craig Settemire  
Counsel

## **EXHIBIT A**

### **Scope of Work**

#### **1. SUMMARY DESCRIPTION**

Contractor is to provide the following towing and automotive repairs services on an as-needed basis upon request of the County:

- a. Towing services
- b. Lube, oil, and filter changes (LOF)
- c. Repair and maintenance of Sheriff's Office vehicles and boats

Contractor shall furnish County with all qualified labor, materials, facilities, equipment, and transportation necessary to tow department vehicles and to remove and abate vehicles and/or all parts/debris thereof from private property or public streets for which County provides Contractor with tow request as described herein.

#### **2. TOW PROCESS – ALL ABATEMENTS**

- a. **TOW REQUEST:** Contractor shall dispatch towing equipment upon receipt of Tow Request. County representative will make Tow Requests by phone call to the Contractor, which shall be answered by Contractor at all times between the hours of 8:00am and 5:00pm Monday through Friday, excluding County observed holidays. A County Code Enforcement Representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the Contractor to remove and tow the vehicle to Contractor's storage facility.
- b. **DOCUMENTATION:** Contractor's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.
- c. **INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES:** Prior to hook-up/loading of vehicles to be abated, Contractor's tow drivers shall inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage

report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, Contractor shall immediately notify County's Code Enforcement representative for direction.

- d. TOWING: Contractor shall utilize tow truck drivers, tow truck classifications, and equipment specification and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.
- e. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by Contractor in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage which occurs to towed vehicles or contents while in possession of the Contractor, shall be solely the Contractor's responsibility.
- f. PREVENTION OF DAMAGE TO ABATEMENT SITE: Contractor shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before Contractor towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc. resulting from the performance of this Agreement by Contractor shall be repaired to the satisfaction of County at Contractor's expense.
- g. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:
  - (1) Within three (3) days after the towing of a vehicle hereunder, Contractor shall provide County Code Enforcement representative with a report of Contractor's estimated value of the vehicle towed. Such report shall include the estimated value, identify of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to Contractor on the Tow and Storage Report.
  - (2) If County Code Enforcement representative questions Contractor's estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimates of vehicle values indicate a low book value higher than Contractor's estimate and when year and/or exterior appearance are at odds with Contractor's estimate, Contractor shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

### 3. STORAGE FACILITY REQUIREMENTS

Contractor shall comply with the following storage facility requirements:

- a. POSTING OF NOTICE AS REQUIRED BY VEHICLE CODE SECTION 22850.3: Contractor shall conspicuously post at each of its storage facilities where vehicles towed under this agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."
- b. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: Contractor shall maintain at all times a telephone line accessible by the public 24-hours per day, seven days per week, which Contractor shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in Contractor's possession.

### 4. DISPOSITION OF VEHICLES

- a. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22611(f) and 22662.
- b. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY
  - (1) Minimum 15-Day Storage: Contractor shall store all vehicles towed under this agreement for a minimum of 15 days before making final disposition. Contractor shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of Contractor's tow and storage fees charges in accordance with the California Vehicle Code.
  - (2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, Contractor is authorized to make final disposition of the vehicles according to the following procedures:
    1. DMV Forms REG 462 Junk: If, during the 15-day storage period, County Code Enforcement provides Contractor with completed Department of Motor Vehicles (DMV) Form REG 462 for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by Contractor under this agreement shall be removed to the Vehicle Dismantler Service Contract Holder for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrap-

yard or automobile dismantler's an additional towing fee will not be paid.

2. Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, Contractor shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, Contractor shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, Contractor shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.
3. Motorhomes and Travel Trailers: All motorhomes and travel trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.
- (3) Disposal of Hazardous Materials: Contractor shall assure that all refrigerant, coolant, oils, fuels, lubricants, and other hazardous materials are properly and safely drained from vehicles abated under this agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.
- (4) Disposition of Personal Property in Vehicles: Contractor shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. Contractor shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period if personal property in vehicles has not been retrieved by the registered owner, Contractor may dispose of any such property in accordance with applicable laws.

## 5. RECORDS, AUDITS, AND REPORTS

- a. In conjunction with Paragraph 24 of this agreement, Contractor shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by Contractor in the preceding month. Such monthly reports shall include all the information listed in subparagraph D below.

- b. Contractor shall maintain records of vehicles abated under this agreement for a period of four (4) years. Such records shall be open to inspection immediately during regular business hours upon the request of County.
- c. At minimum, Contractor's records shall include the following with the dates of each action:
  - (1) Case number assigned by County's Code Enforcement
  - (2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification
  - (3) Name or employee number of tow truck driver who performed the abatement
  - (4) Name, address, and phone number of person, if available, whose vehicle was towed
  - (5) Vehicle identification number (VIN), license number, year, make, and model of each vehicle abated
  - (6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property
  - (7) Location to which the vehicle was towed
  - (8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.)

#### 6. MOTOR CARRIER PERMIT

- a. Contractor shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this agreement. Contractor shall immediately notify County in writing of any changes in the permit.

#### 7. TOW TRUCK DRIVER REQUIREMENTS

- a. Competency: Contractor shall ensure tow truck drivers performing services under this agreement are qualified and competent employees. Contractor shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18-years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.
- b. Criminal Convictions as Prohibition from Performing Services:

- (1) County may prohibit Contractor or any of its drivers from performing services under this agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or contractor's drivers would perform the duties under this agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.
- (2) Notwithstanding the foregoing, County shall not prohibit performance of services under this agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.
  1. DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date, and maintain Pull notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

#### 8. TOW TRUCK CLAIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guise, CHP Form 234B (Rev. 3-15). Tow trucks shall display Contractor's name, city, and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The downs traps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

#### 9. TOW TRUCKS –REQUIRED INSPECTIONS



- a. When responding to tow requests pursuant to this agreement, Contractor shall use only tow vehicles that are currently included in Contractors Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.
- b. County shall have the right to inspect and evaluate the suitability of any/all of the Contractors tow vehicles, equipment, and facilities to be used in performance of this agreement.

#### 10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party documents, data, or any confidential information relative to the work of the County or Plumas, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation or the rights of either the County of Plumas or the Contractor.

## **EXHIBIT B**

### **Fee Schedule**

1. Towing Light Duty 9am-5pm: \$125.00 hook up and additional \$8.00 per mile after 5 miles
2. Towing Light Duty 5pm-9am + Weekends: \$150.00 hook up and additional \$8.00 per mile after 5 miles
3. Accident Hourly Towing Light Duty: \$300.00/hour port to port
4. Heavy Duty Towing: \$450.00/hour port to port
5. Automotive Shop Rate: \$150.00/hour
6. Heavy Duty/Marine Shop Rate: \$175/hour
7. Abated/Abandoned Vehicle Program Fees
  - a. Abated/Abandoned Vehicle: \$250.00 per hour
  - b. Motorhomes, RV's, Trailers, Boats: \$500.00 per hour
  - c. Large Farm Equipment (requiring Class D truck): \$750.00 per hour
  - d. Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate.
  - e. Individual Tires: \$3.00 each
  - f. Individual Tires Mounted on Rims/Wheels: \$10.00 each
  - g. Miscellaneous scrap/recyclable material: No Charge

If vehicles are held over at the towing company's facility (other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

If vehicles are towed from the towing company's facility to any other dismantling facility, except for the Vehicle Dismantler Service Contract holder with Plumas County (Axle's Boneyard), an additional towing fee will not be paid from the towing facility to the dismantling facility.

County shall be provided with a written estimate prior to any repairs. County shall not be responsible for any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-

\_\_\_\_ COUNTY INITIALS

- 15 -

CONTRACTOR INITIALS \_\_\_\_

authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing.

Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY  
COUNTY CLERK-RECORDER  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Marcy DeMartile, Clerk/Recorder  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** Certify the November 5, 2024 Presidential General Election results as attached in Official Final reports.

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**Recommendation:**

Certify the November 5, 2024 Presidential General Election results in Official Final report attached.

**Background and Discussion:**

Accept certification of the November 5, 2024 Presidential General Election results.

**Action:**

[will provide updated Certification report upon completion on Monday - November 25]

**Fiscal Impact:**

(No General Fund Impact)

**Attachments:**

1. November 2024 Certification

# Plumas County Clerk-Recorder-Elections

520 Main Street, Room 102, Quincy, CA 95971

Marcy DeMartile, Clerk-Recorder/Registrar of Voters

Julie Hagwood, Assistant Clerk-Recorder



## Certification of Election Results of the November 5, 2024, General Election

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Presidential General Election and recorded in the Elections Records, certify the results as follows:

The results hereto attached and made a part of and the following local results are true and correct:

### Eastern Plumas Health Care District Director:\*

Paul Swanson MD	1734
Linda Satchwell	1706
Leora Sapir	1503
<b>Total Votes</b>	<b>4943</b>

*\*Eastern Plumas Health Care District is shared with Sierra County.*

### Sales Tax Measure D\*:

No	4800
Yes	4618
<b>Total Votes</b>	<b>9418</b>

*\* As a result of not receiving the required 2/3 (66.66%) vote, this measure did not pass.*

The Official Final Canvass of votes cast is attached hereto and made a part hereof.  
The total turnout of voters was 74.68%.

A blue ink signature of Marcy DeMartile, written over a circular official stamp of Plumas County, California.

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters

Dated: 11/25/2024

GENERAL ELECTION  
NOVEMBER 5, 2024  
PLUMAS COUNTY  
OFFICIAL FINAL

Precincts Reported: 29 of 29 (100.00%)  
Voters Cast: 10,221 of 13,687 (74.68%)

PRESIDENT AND VICE PRESIDENT (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
DONALD J. TRUMP / JD VANCE	REP	5,725	5,725	
KAMALA D. HARRIS / TIM WALZ	DEM	4,020	4,020	
ROBERT F. KENNEDY JR. / NICOLE SHANAHAN	AIP	181	181	
JILL STEIN / RUDOLPH WARE	GRN	57	57	
CHASE OLIVER / MIKE TER MAAT	LIB	54	54	
CLAUDIA DE LA CRUZ / KARINA GARCIA	PEF	30	30	
Total Votes		10,070	10,070	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

UNITED STATES SENATOR (FULL TERM) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
STEVE GARVEY	REP	6,034	6,034	
ADAM B. SCHIFF	DEM	3,921	3,921	
Total Votes		9,955	9,955	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

UNITED STATES SENATOR (PARTIAL/UNEXPIRED TERM) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
STEVE GARVEY	REP	5,792	5,792	
ADAM B. SCHIFF	DEM	3,833	3,833	
Total Votes		9,625	9,625	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

UNITED STATES REPRESENTATIVE 3RD DISTRICT (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
KEVIN KILEY	REP	6,044	6,044	
JESSICA MORSE	DEM	3,883	3,883	
Total Votes		9,927	9,927	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

STATE SENATOR DISTRICT 1 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
MEGAN DAHLE	REP	6,770	6,770	
DAVID FENNELL	REP	1,759	1,759	
Total Votes		8,529	8,529	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

MEMBER OF THE STATE ASSEMBLY 1ST DISTRICT (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
HEATHER HADWICK	REP	5,365	5,365	
TENESSA AUDETTE	REP	2,593	2,593	
Total Votes		7,958	7,958	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

EASTERN PLUMAS HEALTH CARE DISTRICT DIRECTOR (Vote for 2)

Precincts Reported: 10 of 10 (100.00%)

		Vote by Mail	Total	
Times Cast		3,449	3,449 / 4,630	74.49%
Candidate	Party	Vote by Mail	Total	
PAUL SWANSON MD		1,734	1,734	
LINDA SATCHWELL		1,706	1,706	
LEORA SAPIR		1,503	1,503	
Total Votes		4,943	4,943	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 2 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		5,585	5,585	
YES		4,229	4,229	
Total Votes		9,814	9,814	
		Vote by Mail	Total	
Unresolved Write-In		0	0	



PROPOSITION 3 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		4,968	4,968	
YES		4,870	4,870	
Total Votes		9,838	9,838	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 4 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		5,481	5,481	
YES		4,389	4,389	
Total Votes		9,870	9,870	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 5 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		6,788	6,788	
YES		2,908	2,908	
Total Votes		9,696	9,696	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 6 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		6,419	6,419	
YES		3,127	3,127	
Total Votes		9,546	9,546	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 32 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		6,517	6,517	
YES		3,242	3,242	
Total Votes		9,759	9,759	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 33 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		7,022	7,022	
YES		2,565	2,565	
Total Votes		9,587	9,587	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 34 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		5,263	5,263	
YES		4,079	4,079	
Total Votes		9,342	9,342	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 35 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
YES		5,807	5,807	
NO		3,845	3,845	
Total Votes		9,652	9,652	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

PROPOSITION 36 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
YES		6,958	6,958	
NO		2,773	2,773	
Total Votes		9,731	9,731	
		Vote by Mail	Total	
Unresolved Write-In		0	0	

MEASURE D (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Total	
Times Cast		10,221	10,221 / 13,687	74.68%
Candidate	Party	Vote by Mail	Total	
NO		4,800	4,800	
YES		4,618	4,618	
Total Votes		9,418	9,418	
		Vote by Mail	Total	
Unresolved Write-In		0	0	



**PLUMAS COUNTY  
OFFICE OF EMERGENCY SERVICES  
MEMORANDUM**

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

**FROM:** Travis Goings, Director of Risk Management

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and California State University, Chico, to occupy the premises at Mt. Hough for the operations of its radio communications equipment; effective September 25th, 2024; not to exceed \$3129.16 rent the first year and a 3 percent increase each year for the remainder of the five year term; General Fund Impact as approved in FY 24/25 recommended budget 2047052 / 523804; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and California State University, Chico, to occupy the premises at Mt. Hough for the operations of its radio communications equipment; effective September 25th, 2024; not to exceed \$3129.16 rent the first year and a 3 percent increase each year for the remainder of the five year term; General Fund Impact as approved in FY 24/25 recommended budget 2047052 / 523804; approved as to form by County Counsel.

**Background and Discussion:**

Plumas County OES to occupy the premises at Mt. Hough for the operations of its radio communications equipment

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and California State University, Chico, to occupy the premises at Mt. Hough for the operations of its radio communications equipment; effective September 25th, 2024; not to exceed \$3129.16 rent the first year and a 3 percent increase each year for the remainder of the five year term; General Fund Impact as approved in FY 24/25 recommended budget 2047052 / 523804; approved as to form by County Counsel.

**Fiscal Impact:**

General fund impact, as approved in the FY24/25 budget.

**Attachments:**

1. 4206 FINAL

LICENSE AGREEMENT  
between  
CALIFORNIA STATE UNIVERSITY, CHICO  
and  
PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES

MT. HOUGH

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of September 2024, by and between California State University, Chico (hereinafter called "University") and the Plumas County Office of Emergency Services (hereinafter called "Plumas County OES").

R E C I T A L S

- A. University has under its possession and control under communications use lease # FS-2700-10b (09/2020) OMB No. 0596-0082 from the U.S. Department of Agriculture, Forest Service, a parcel of land located on Mt. Hough, situated in the County of Plumas, State of California (hereinafter the "Premises").
- B. University owns, operates and maintains on the Premises a radio communications vault and antenna structure (hereinafter the "facilities").
- C. Plumas County OES desires to occupy the Premises for the operation of its radio communications equipment and the University has such space available.

Therefore, in consideration of the terms and mutual covenants made herein, the parties agree as follows:

University herewith grants Plumas County OES a license to use and permission to enter upon the University facilities located at Mt. Hough, that the University is currently leasing from the USDA National Forest Service. Plumas County OES shall use the facilities for the purpose of installing, maintaining, operating, and using electronic communications equipment as designated herein. The University further agrees to grant Plumas County OES the right to ingress thereto and egress there from, over, and across certain premises that the University is currently leasing from the USDA National Forest Service.

Plumas County OES hereby agrees to abide fully with the terms and conditions of the University use permit with the USDA Forest Service for the facilities at Mt. Hough. Plumas County OES agrees to exercise caution at all times for the protection of persons and property as required during the term of this License Agreement.

Ability to use the University facilities at Mt. Hough is dependant upon Plumas County OES obtaining all certificates, permits, and other approvals which may be required from any federal, state, or local authority and/or easements which are required from any third parties. University shall cooperate with Plumas County OES, but at no expense to university, in its efforts to obtain such approvals and/or easements.

If any application by Plumas County OES for any such certificate, permit, license, or approval is denied or rejected, then Plumas County OES shall have the right to immediately terminate this license agreement.

**1. EQUIPMENT INSTALLED/OPERATED BY PLUMAS COUNTY OES**

University grants to Plumas County OES the necessary space for one (1) equipment rack, two (2) communications antennas and commercial power for normal operation of the equipment effective immediately and continuing until termination of this agreement as stated in Section 10. The equipment installed by Plumas County OES shall be limited to the following:

- 1 ea. Public Safety Radio Repeater
- 2 ea. Vertical Whip or Dipole Antenna
- 1 ea. Uninterrupted Power Source

Plumas County OES agrees to install only radio communication equipment specified herein and further agrees to operate and maintain said equipment in accordance with the provisions hereof.

Plumas County OES agrees that installation of equipment inside the building and mounting of the antenna(s) to any associated external structures shall be completed to the satisfaction of the University and shall be performed in accordance with applicable laws, codes and standards of good engineering practice. Plumas County OES shall submit to the university drawings and specifications of the proposed equipment and its installation for approval by the university prior to commencement of actual installation. All equipment and technical operation shall be as described in the "USDA – Forest Service Technical Data Communication Type Land Use" form on file with the University.

Plumas County OES shall be fully responsible for equipment and associated facilities which it installs on the premises, and University shall not be liable for any damage to Plumas County OES' equipment except that which is specifically caused by University's negligence.

## **2. RENT/REMUNERATION**

In consideration of this use Plumas County OES agrees to pay the University an annual sum of THREE THOUSAND ONE HUNDRED TWENTY-NINE AND 16/100 DOLLARS (\$3,129.16). This fee will have a 3% annual increase for five years. This sum is based upon the following:

1 (one) ½ rack space/cabinet	\$1634.52 per year
1 (one) Antenna Space (Dipole or Yagi)	\$890.40 per year
1 Power Connect Fee	<u>\$604.24</u> per year
Total per year	\$3,129.16 per year

Payment shall be made yearly, in advance, upon receipt of an invoice from the university. Checks shall reference Mt. Hough OES, be made payable to California State University, Chico and be mailed to:

California State University, Chico  
Financial Services – Cashiering  
400 W. 1<sup>st</sup> Street  
Chico, CA 95929-0240

In the event of an increase in power rates, Plumas County OES agrees to pay a proportionate share of such increase, and this License Agreement shall be amended with the written consent of both parties specifying the new charge for commercial power.

## **3. ASSIGNMENT**

Plumas County OES agrees that use of these facilities, buildings, rack(s), antenna(s) and associated equipment shall not be sublet or used by others.

## **4. CARE OF UNIVERSITY PROPERTY**

Plumas County OES shall be liable for any damage to property or equipment belonging to the University, USDA Forest Service or any other user on site, which is caused by the negligent or wrongful act or omission of any employee of Plumas County OES, its contractors and/or agents.

Plumas County OES agrees not to interfere with the operation of facilities owned by the University, USDA Forest Service or any other user on site in the course of installing, operating and maintaining its communications equipment on Mt. Hough. Furthermore, should interference be found to exist with any other existing facilities on site and be attributed to Plumas County OES, it shall be corrected at the sole expense of Plumas County OES.

## **5. REPAIRS AND IMPROVEMENTS TO THE FACILITY**

All repairs and improvements must have PRIOR APPROVAL, in writing, of the University and a post inspection and approval of all work performed. All approvals by the University shall not be unreasonably withheld or delayed.

Plumas County OES may choose in its sole and absolute discretion to make repairs or improvements deemed necessary from time to time to avoid permanent damage, provide for a safe working environment or provide for the general enhancement of the University's facilities at Mt. Hough. Said repairs and improvements shall be done solely at Plumas County OES's expense.

Plumas County OES shall assume full responsibility for having work satisfactorily completed by contractors who are properly licensed for the specific type of work each will be performing and that each has procured and will maintain during the term of any work comprehensive liability insurance, automobile insurance coverage, and workers compensation insurance (if applicable) in minimum amounts required by the State of California as set forth in *Attachment B* (consisting of one page) which is attached hereto and incorporated herein by this reference. Each contractor shall be required to provide University, prior to commencement of any work by the contractor, with a certificate of insurance certifying contractor's coverage for all types of insurance as required herein.

Each contractor performing work at the University's facilities at Mt. Hough shall also be required by Plumas County OES to furnish to University a Payment Bond in an amount equal to 100% of the amount of its contract with Plumas County OES if its contract exceeds \$5,000.00. Such bond shall be executed by a corporate surety approved by the State of California.

All improvements shall comply with Cal OSHA Title 8: Article 2 – Section 3209 Standard Guardrails, Section 3214 Stair rails and Handrails, Section 3231 Stairways, Section 3232 Ramps, Section 3233 Industrial Ramps, and Section 3234 Fixed Industrial Stairs; Article 17 Ramps, Runways, Stairwells and Stairs; Article 18 Access and Egress; and any other applicable CAL-OSHA requirements. Plumas County OES shall also comply with the California Code of Regulations CCR) Title 24, which includes the National Electric Code, Uniform Mechanical Code and Seismic Support Compliance.

Plumas County OES shall maintain the construction site in a neat and clean condition and shall at all times maintain good housekeeping and safety practices to reduce the risk of injury or damage to persons or property. All scrap materials, rubbish, and trash shall be removed daily from, in, and about the walkways and shall not be stored on or adjacent to the University's facility at Mt. Hough. Upon completion of all work, Plumas County OES shall remove all rubbish, tools, equipment and surplus materials leaving the site "broom-clean" or in an equivalent condition.

All improvements to the University's facility at Mt. Hough will become the property of the State of California and must be left intact at the termination of this license agreement. Improvements do not include Plumas County OES's personal property and fixtures which must be removed within thirty (30) days following the termination of this license agreement.

## **6. DEFAULT**

University shall have the right to cancel permission granted to Plumas County OES under this license agreement at any time for failure by Plumas County OES to comply with any or all of the provisions stated herein. Upon termination of such permission, Plumas County OES shall immediately remove its equipment from the premises.

## **7. INSURANCE COVERAGE**

Plumas County OES shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Plumas County OES's operation and use of the leased premises. The cost of such insurance shall be borne by the Plumas County OES. Upon execution of this license agreement, Plumas County OES shall provide University written evidence of Plumas County OES' insurance coverage in the amounts specified below:

- a. Comprehensive or Commercial Liability (minimum limits)



- |                                            |                |
|--------------------------------------------|----------------|
| 1) Each Occurrence                         | \$ 5,000,000   |
| 2) Products/Completed Operations Aggregate | \$ 5,000,000   |
| 3) Personal and Advertising Injury         | \$ 1,000,000OE |
| 4) Aggregate                               | \$ 10,000,000* |

\* \$ 5,000,000 acceptable if coverage document indicates that limits apply separately for the California State University Trustees.

- b. Automobile Liability (minimum limits) for owned, scheduled non-owned, or hired automobiles:
  - 1) Combined Single Limit per Occurrence \$ 1,000,000
- c. Workers Compensation, as required by State Law
- d. Employer's Liability
  - 1) Per accident for bodily injury or disease \$ 1,000,000

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Plumas County OES shall provide a financial guarantee satisfactory to the University guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### ***Other Insurance Provisions***

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The University, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Plumas County OES.
2. The Plumas County OES's insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Plumas County OES's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise agreed to by the University.

#### ***Verification of Coverage***

Plumas County OES shall furnish the University with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the University or on other than the University's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the University before work commences. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **8. INSURANCE CHANGES**

The University shall have the right to alter insurance requirements when so required by The California State University Risk Management Authority. Such changes shall be made by amendment and signed by both parties. If Lessee is unable to comply with insurance requirement changes, Lessee shall have the right to cancel the lease in accordance with cancellation provisions in Section 10.

## **9. INDEMNIFICATION**

Plumas County OES shall comply with all applicable Federal, State and local laws, regulations and standards, including but not limited to, the Federal health and safety laws and other laws relating to the siting, construction, operation, maintenance Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public of any facility, improvement, or equipment on the property.

Plumas County OES shall indemnify, defend, and hold the State of California, the Trustees of the California State University, California State University, Chico, and the officers, employees and agents of each of them (all of which are hereinafter referred to as the State) harmless for any violations incurred under any such laws and regulations or for judgements, claims, or demands assessed against the State in connection with Plumas County OES' use or occupancy of the property. Plumas County OES' indemnification of the State shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup or other mitigation; fire suppression or other types of abatement costs; third party claims and judgements; and all administrative, interest and other legal cost. This paragraph shall survive the termination or revocation of this license, regardless of the cause.

Plumas County OES shall be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of its employees, contractors and/or agents while acting within the scope of their employment or agreement under certain circumstances where Plumas County OES, if a private person, would be liable to the claimant(s) in accordance with the laws of the State of California.

## **10. TERM/TERMINATION**

This License Agreement shall become effective upon execution by both parties and shall continue in effect until June 30, 2029, unless terminated in writing. Either party may cancel this Agreement at any time upon thirty (30) days advance written notification to the other party. This License Agreement will automatically terminate if the University's License Agreement with the USDA Forest Service for facilities at Mt. Hough is canceled.

## **11. DESTRUCTION OF PROPERTY**

- a. If the building, or access to it, is totally destroyed by fire or other casualty, then this license agreement shall immediately terminate. In the event destruction is other than total, University shall deliver written notice to Plumas County OES, given within (20) days after the occurrence of the casualty, of University's election (1) not to repair, restore and/or reconstruct the building but to designate a site on which Plumas County OES may relocate if such space is available and approved by University for use by Plumas County OES in accordance with paragraph c. below, or (2) to repair, restore and/or reconstruct the building. University shall have no obligation to make any repairs or replacement of any items other than those items installed by or at the expense of university. If, as a result of any such casualty, the property becomes totally or partially unusable by Plumas County OES, rent shall abate during the period of repair or reconstruction in the same proportion to the total rent as the portion of the property rendered unusable bears to the entire property.
- b. If University (1) undertakes the repairs, restoration and/or reconstruction of the building or of any access thereto but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the date of the occurrence of the casualty, unless University has commenced such repairs within forty-five (45) days of the date of occurrence of the casualty and diligently prosecutes such repairs to completion, or (2) notifies Plumas County OES of

University's intention not to repair, restore and/or reconstruct the building, or (3) fails to deliver to Plumas County OES the written notice required under paragraph a. above within said twenty (20) day period, then Plumas County OES may immediately cancel this license agreement by giving written notice of its election to cancel to University.

- c. If reasonably required during any period of repair, restoration or reconstruction, or for the balance of the term of this license agreement (if University elects not to repair, restore or reconstruct the building) Plumas County OES may use and/or construct upon an alternative portion of the University's property which is equally suitable for Plumas County OES's purposes, provided such space is available and approved by University for such use by Plumas County OES. The exact site to which Plumas County OES may relocate will be determined by university, and it may be upon any portion of University's property (or of any adjoining property owned or controlled by university), provided that Plumas County OES reasonably approves the site as equally suitable for Plumas County OES's intended uses. If such space is available and approved for Plumas County OES's use, University will designate a temporary site to which Plumas County OES may relocate in any notice to Plumas County OES stating that University does not intend to repair, restore or reconstruct the building.

## **12. HAZARDOUS MATERIAL**

- a. University represents, warrants and agrees (1) that neither University nor, to University's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any hazardous material (as defined in paragraph b. below) on, under, about or within the property in violation of any law or regulation, and (2) that University will not, and will not permit any third party to, use, generate, store or dispose of any hazardous material on, under, about or within the property in violation of any law or regulation. Plumas County OES agrees that it will not use, generate, store or dispose of any hazardous material (as defined in paragraph b. below) on, under, about or within the property in violation of any law or regulation.
- b. As used in paragraph a. above, "hazardous material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

## **13. ASSIGNMENT**

This Agreement is not assignable by either party, either in whole or in part.

## **14. AMENDMENT**

This agreement may at any time be altered, changed or amended by mutual consent of the parties hereto in writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

## **15. NOTICES**

Any notice provided for herein shall be given in writing by personal service or deposited in the United States mail, postage prepaid. The parties respective addresses, for the purpose of giving notices, are as follows:

To University:	Procurement and Contract Services Lease Coordinator California State University, Chico 400 West First Street Chico, CA 95929-0244
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With a copy to: Director, Computing and Communications Services  
California State University, Chico  
400 West First Street  
Chico, CA 95929-0435

To Plumas County OES: Plumas County Office of Emergency Services  
1446 East Main Street  
Quincy, CA 95971  
Attn: Travis Goings

Either party may change its address by providing written notice thereof to the other party at any time.

**16. VALIDITY OF PROVISIONS**

If any provision of this license agreement is declared void by any court or agency of competent jurisdiction, the validity of any other provisions of this license agreement shall not be affected.

IN WITNESS WHEREOF, the parties have caused this license agreement to be executed by their duly authorized officers as of the day and year written below.

PLUMAS COUNTY BOARD OF SUPERVISORS      CALIFORNIA STATE UNIVERSITY, CHICO

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

Date \_\_\_\_\_

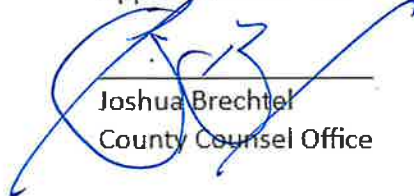
Attest \_\_\_\_\_  
Clerk of Board of Supervisors

Date \_\_\_\_\_

By \_\_\_\_\_  
Name: Sara Rumiano  
Title: AVP, Procurement, Property &  
Distribution Services/Real Estate

Date \_\_\_\_\_

Approved as to Form

  
\_\_\_\_\_  
Joshua Brechtel  
County Counsel Office



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Allen Hiskey, Clerk of the Board  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Sparkle and Light Parade, Friday, December 6, 2024.

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**Recommendation:**

Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Sparkle and Light Parade, Friday, December 6, 2024.

**Background and Discussion:**

Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Sparkle and Light Parade, Friday, December 6, 2024.

**Action:**

Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Sparkle and Light Parade, Friday, December 6, 2024.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Encroachment Permit - Sparkle 2024

# BOARD OF SUPERVISORS

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DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



December 3, 2024

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

Attention Permits Engineer

**Subject: Encroachment Permit Request**  
**Quincy Chamber of Commerce**

2024 Annual Sparkle and Light Parade, December 6, 2024  
5:00 p.m. – 8:00 p.m., Quincy, CA

The parade route will start on Lindan Street, travel West on Main Street, make a left on Court Street and then travel East. ending on the Corner of Jackson and Lindan St.

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

Sincerely,

Greg Hagwood, Chair

Cc: Plumas County Director of Public Works



**PLUMAS COUNTY  
LIBRARY DEPARTMENT  
MEMORANDUM**

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

**FROM:** Dora Mitchell, Librarian

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) already included in 24/25 budget.

---

**Recommendation:**

Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) already included in 24/25 budget.

**Background and Discussion:**

Plumas County Literacy is requesting approval to recruit and fill one Literacy Program Assistant I (Extra Help) position for the Portola Branch Library, to assist with carrying out literacy programming. Currently, we do not have literacy services at the Portola Branch, so our focus is on recruiting an assistant who can assist with revamping and revitalizing the program. This position will focus on recruiting new learners, connecting learners with tutors, and creating and implementing programming for adults and their families.

The Literacy Department receives an annual grant from California Library Literacy Services (CLLS) to support literacy programming for adults and families. Due to staffing issues, the CLLS grant for FY23-24 was not fully expended by the end of the fiscal year. CLLS has granted an extension to June 30, 2025, to allow time to finish using the funds. An additional extra help assistant is needed to enable the department to carry out the service hours required by the grant and finish spending by the extended deadline.

**Action:**

Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) already included in 24/25 budget.

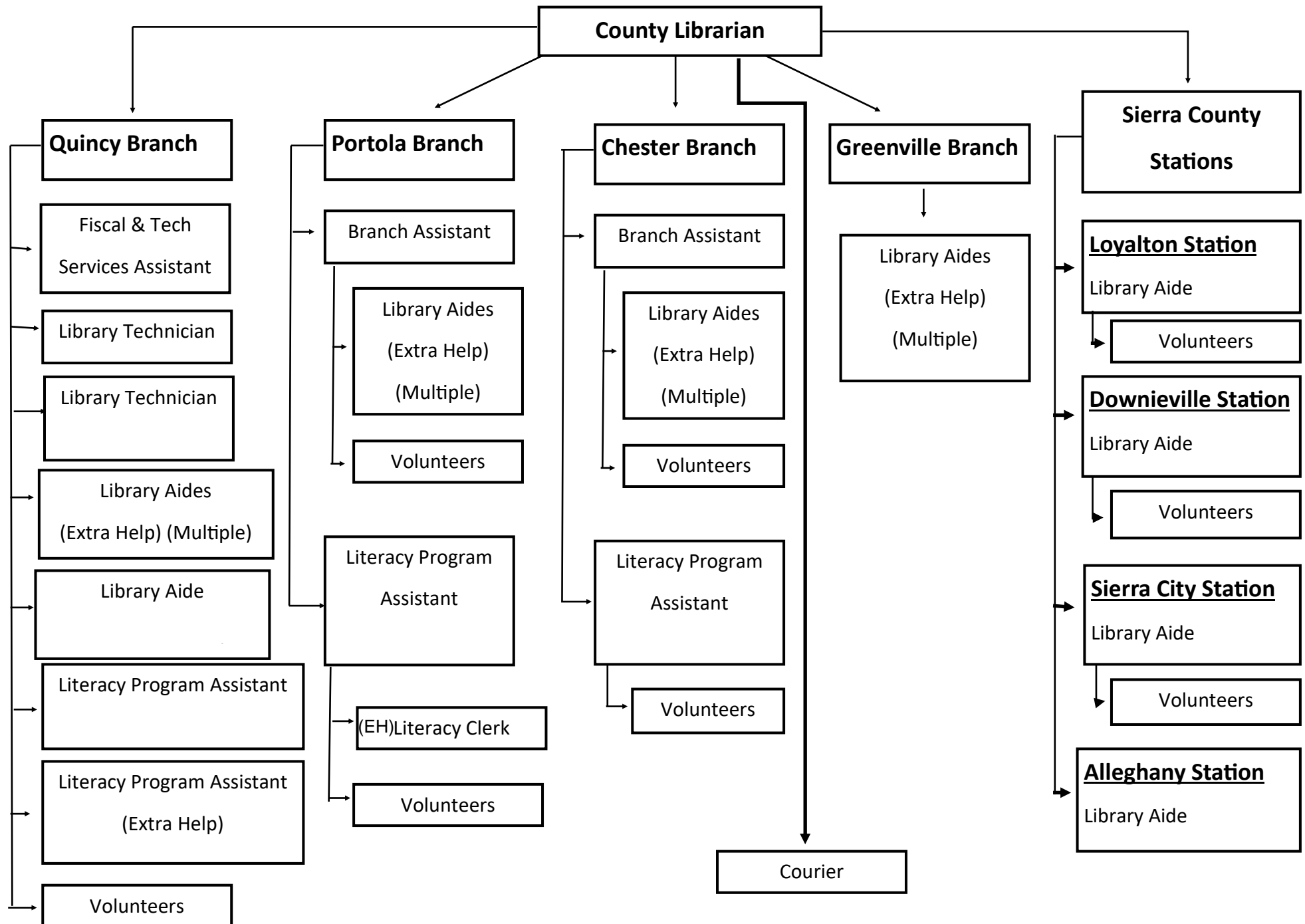
**Fiscal Impact:**

(No General Fund Impact) funding primarily comes from the CLLS grant and was already included in the 24/25 budget.

**Attachments:**

1. Organizational Chart for Plumas County Library and Literacy System
2. Literacy Program Assistant I
3. Critical Staffing Questionnaire - Lit Prog Asst\_11-25-24

# PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART





## **LITERACY PROGRAM ASSISTANT I**

### **DEFINITION**

Under supervision assists with the development, implementation and management of the ongoing operation of a program or programs in a field office of the Plumas or Sierra County Literacy Program.

### **DISTINGUISHING CHARACTERISTICS**

This is the first level of the Literacy Program Assistant class, under the supervision of the County Literacy Coordinator, with general responsibility. As the incumbent's breadth of knowledge and experience increases and the ability to perform a variety of assignments without close supervision is demonstrated, he/she may reasonably expect promotion to the next higher level of Literacy Program Assistant II.

### **REPORTS TO**

The County Literacy Coordinator.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **LITERACY PROGRAM ASSISTANT I - 2**

### **EXAMPLES OF DUTIES**

- Responds to public inquiries about the Plumas County Literacy Program, providing a variety of information as needed.
- Recruits and oversees the training and activities of volunteer literacy tutors.
- Matches tutors with students.
- Evaluates tutors and monitors the progress of adult learners.
- Assists the preparation of public relations information.
- Carries out the data collection and evaluation methods for evaluating program effectiveness and quality review.
- Trains volunteer program and office assistants.
- Schedules literacy meetings and workshops.
- Assists with the development of volunteer training programs.
- Monitors tutoring sites.
- Assists with the development of a county wide coalition of community leaders to promote the program.
- Assists with the development of a collection of adult reading and training material.
- Assists with preparation of grant applications and administration of the literacy grant.
- Assists with preparation of requisite program reports.
- Performs general office support.
- Performs a variety of public relations activities for the Plumas County Literacy Program.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office and library environments; continuous contact with staff and the public.

## LITERACY PROGRAM ASSISTANT I - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Functions, services, policies, and procedures of a public library system.
- Basic knowledge of the goals and objectives of a literacy program.
- Public and community relations methods and principles.
- Data collection and analysis.
- Principles of recruiting, supervising, and training volunteer program staff.

#### **Ability to:**

- Assists with developing and implementing a county wide literacy program in conjunction with the public library system.
- Recruit, train, and supervise volunteer tutor and office support staff.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program support assignments.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Previous background and experience in recruiting and developing volunteer efforts is highly desirable.

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2024/2025

1. Is this a legitimate business, statutory, or financial justification to fill the position?

*Yes. This position is the only paid literacy staff member in Portola, and is necessary to continue offering vital literacy services to underserved populations in the Eastern region of the County.*

2. Why is it critical that this position be filled at this time?

*The Plumas County Literacy Program is funded in large part by the annual California Library and Literacy Services grant provided by the State Library. Plumas County Literacy is slated to receive the CLLS grant again in FY24/25, and without this position being filled, we will not have enough staffing to carry out the service hours required by the grant agreement. This position is already funded and allocated in the Literacy Program's FY24/25 budget, as the position was not expected to be vacant.*

*Action:*

3. How long has this position been vacant?

*Since Nov. 15, 2024.*

4. Can the department use other wages until the next budget cycle?

*Yes, the requested position will use other wages.*

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

*Other counties with literacy programs at branch libraries typically have at least one permanent staff member to oversee services and supervise volunteers. Specialized training is needed to provide literacy programs, and it is not generally practical to run literacy programs on a long-term basis with temporary staff.*

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

*If we leave this position unfilled for the fiscal year, we will not be able to provide literacy services in Portola, and will not be able to fulfill the terms of the CLLS grant for FY24/25.*

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

*If the position is not filled this fiscal year, we will have to return CLLS funds to the State Library. This could jeopardize the likelihood of receiving the CLLS grant in the future.*

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

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

*No.*

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

N/A

10. 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?

*The immediate filling of this position will not impact the General Fund as the position is already funded and allocated for FY24/25. Over the next two years, the position should continue to be funded primarily through the CLLS grant. Some matching local funds are required per the terms of the grant; the amount will vary depending on the amount received from CLLS.*

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

*No, the department is funded by the General Fund and grants.*



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Roni Towery

**MEETING DATE:** December 3, 2024

**SUBJECT:** Indian Valley Community Services District payments for service on old sub station property in Greenville (see back-up material for rate breakdown); discussion and possible staff direction

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**Recommendation:**

Provide direction to the Sheriff's Office regarding Indian Valley Community Services District (IVCSD) payments for service on old sub station property in Greenville.

**Background and Discussion:**

The Sheriff's Office Greenville sub station burned in the Dixie Fire. Indian Valley Community services District (IVCSD) discounted rates for destroyed properties by 50%. IVCSD is now returning to standard rates and penalties. The Sheriff's Office is requesting the Board of Supervisors determine how to proceed with this service. IVCSD is offering to continue at normal rates or the county can abandon service on the property. IVCSD will charge restoration fees if the service is abandoned and later restored.

A copy of the letter received from IVCSD and a copy of the October 2024 billing is included with this agenda request for reference.

**Action:**

Provide direction to the Sheriff's Office regarding Indian Valley Community Services District (IVCSD) payments for service on old sub station property in Greenville.

**Fiscal Impact:**

(General Fund Impact) as expenses continue to be incurred by the county on the property.

**Attachments:**

1. IVCSD Letter & Invoice



## Indian Valley Community Services District

*Providing services for our community health, well-being, and prosperity*

---

October 25, 2024

Dear Customer,

Immediately after the Dixie Fire, the IVCSD Board of Directors took action to provide financial relief to our fire-affected customers. This relief took the form of a 50% discount on water and sewer rates as well as the temporary pause of all penalties and fees.

For over three years now, IVCSD has done its best to operate with drastically reduced rate revenue. Unfortunately, this is not a sustainable long-term strategy as we work to rebuild our systems back better than they were pre-fire.

Effective with the October 2024 billing cycle, all customers will once again be billed at the standard rate and penalties and fees will become effective.

Customers who do not wish to pay the full rate may choose to abandon their service(s), however please make sure you understand the costs associated with restoring service in the future if you plan to rebuild or if you plan to sell your property to someone who wishes to build. Restoring abandoned water service requires a fee of \$5,036.70 and restoring abandoned sewer service is \$1,557.36. In some cases it may make financial sense to continue paying the monthly rates – even if you are not currently using the service – to avoid paying the service restoration fee(s).

IVCSD will work with any customers experiencing financial distress by setting up a payment plan. Please note that our rates have not changed since before the Dixie Fire and that this is not a rate increase.

Thank you

### Board of Directors

Wanda Carpenter | Mary Cronin | Susan Doran | Kristine Gorbet | Andy Meyers  
General Manager, Adam Cox

P.O. Box 207, Crescent Mills, CA. 95934 | 127 Crescent Street, Suite#1, Greenville, CA. 95947  
530-284-7224 | 530-375-7095 | [office@indianvalleycsd.com](mailto:office@indianvalleycsd.com)

ACCOUNT NUMBER
965
PRESENT READING
202
PREVIOUS READING
202
UNITS USED
0



October  
Billing

DESCRIPTION	AMOUNT
Payments	0.00
September Billing	
Service Charge	48.98
Sewer	27.48
Reserve Charge	2.44
CURRENT BILL DUE DATE	AMOUNT DUE BY DUE DATE
11/28/2024	\$78.90
AMOUNT DUE AFTER DUE DATE	\$78.90

SERVICE ADDRESS: 115 Crescent Street

KEEP THIS STUB  
FOR YOUR RECORDS

RETURN THIS STUB WITH PAYMENT TO:  
**INDIAN VALLEY CSD**  
P.O. BOX 160  
GREENVILLE, CA 95947  
(530) 284-7224  
www.indianvalleycsd.com

PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE PAID  
GREENVILLE, CA 95947  
PERMIT #1

115 Crescent Street

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE AFTER DUE DATE	AMOUNT DUE BY DUE DATE
965	11/28/2024	\$ 78.90	\$78.90

ATTENTION- New Mailing Address PO BOX 160 Greenville Ca,  
95947

**RETURN SERVICE REQUESTED**

P.C. Sheriff's Office  
1400 East Main Street  
Quincy, CA, 95971





**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Roni Towery

**MEETING DATE:** December 3, 2024

**SUBJECT:** Adopt **RESOLUTION** authorizing the Sheriff's Office to apply for and accept funding for fiscal year 2025-2026 Boating Safety and Enforcement Financial Aid Program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation:**

Adopt **RESOLUTION** authorizing the Sheriff's Office to apply for and accept funding for fiscal year 2025-2026 Boating Safety and Enforcement Financial Aid Program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Background and Discussion:**

The Sheriff's Office Boating & Safety Enforcement unit is funded by the State of California Department of Parks and Recreation, Division of Boating and Waterways. This is the annual Resolution and application required to participate in the Boating Safety and Enforcement Financial Aid Program. The program requires the county to expend an amount equal to 100% of the amount received by the county from personal property taxes on vessels. This is an ongoing program that the Sheriff's Office participates in annually.

**Action:**

Adopt **RESOLUTION** authorizing the Sheriff's Office to apply for and accept funding for fiscal year 2025-2026 Boating Safety and Enforcement Financial Aid Program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Fiscal Impact:**

(No General Fund Impact); State grant funds

**Attachments:**

1. RESOLUTION - Approved by Co Counsel
2. FY 25-26 Financial Aid Application - Approved by Co Counsel

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF PLUMAS  
AUTHORIZING THE PLUMAS COUNTY SHERIFF'S OFFICE TO APPLY FOR AND  
ACCEPT FUNDING FOR FISCAL YEAR 2025-26 BOATING SAFETY AND  
ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND  
WATERWAYS AND AUTHORIZATION TO PARTICIPATE IN THE PROGRAM.**

**WHEREAS** funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Plumas County; and

**WHEREAS** Harbors and Navigation Code Section 663.7 and California Code of Regulations Section 6593 together require that certain assurance be provided as a condition of receiving such financial aid; and

**NOW, THEREFORE, BE IT RESOLVED** that the Plumas County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF PLUMAS, a political subdivision of the State of California, to sign and submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2025-26, and accept, if awarded, funding in the anticipated amount of \$132,511.00, to sign the departments forms for each reimbursement claim, and to do and perform everything necessary to carry out the purpose of this Resolution.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Plumas that the Plumas County Sheriff's Office is authorized to participate in the Fiscal Year 2025-26 Boating Safety and Enforcement Financial Aid Program, that it shall expend on boating safety programs not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

**DULY PASSED AND ADOPTED** this \_\_\_\_\_ day of December 2024 by the Board of Supervisors of the County of Plumas by the following vote:

AYES:

NOES:

ABSENT:


\_\_\_\_\_  
Greg Hagwood, Chair Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Allen Hiskey, Clerk of the Board

\_\_\_\_\_  
Date

Approved as to form:

  
Joshua Brechtel, Attorney  
County Counsel's Office  
Page 100 of 524



## Application for Financial Aid -- 801

### Fiscal Year 25/26

Agency PLUMAS COUNTY SHERIFF'S OFFICECounty PLUMASAddress 1400 E. MAIN ST QUINCY, CA 95971**General Description of Boating Safety and Enforcement Programs:**

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

**The Plumas County Sheriff's Boating Safety & Enforcement unit has a strong presence on the recreational and fishing lakes throughout the county. They enforce state and local laws, as well as county ordinances in order to provide regulation and safety in all boating activities. Boating safety and awareness presentations are conducted as often as possible, and they offer information, exhibits, and displays. Random boat inspections are performed regularly to insure that all vessels and their operators comply with the law. The BS&E unit provides safety, protection and supervision at organized water events to insure that operation and safety requirements are observed and the laws enforced.**

Waterways to be Patrolled					Estimated Density by Quarter <sup>a/</sup>			
Lakes, Open Ocean	Area in Square Miles	Primary Usage <sup>b/</sup>	Type(s) of Patrols <sup>c/</sup>	FT or PT <sup>d/</sup>	1st	2nd	3rd	4th
1. Lake Almanor	43.75	B	Boat, Foot & Vehicle	FT	3260			2365
2. Antelope Lake	1.45	B	Boat, Foot & Vehicle	FT	195			135
3. Bucks Lake	10.3	B	Boat, Foot & Vehicle	FT	698			509
4. Butt Lake	5	A	Boat & Foot	FT	49			29
5. Lake Davis	5.3	A	Boat & Vehicle	FT	81			62
6. Frenchman Lake	6.2	B	Boat, Foot & Vehicle	FT	521			192
7. Little Grass Valley Reservoir	2.2	B	Boat, Foot & Vehicle	FT	150			275
8.								
9.								
10.								
11.								
12.								
13.								
Rivers	Length in Miles	Primary Usage <sup>b/</sup>	Type(s) of Patrols <sup>c/</sup>	FT or PT <sup>d/</sup>	1st	2nd	3rd	4th
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.



**Boating Safety and Enforcement Aid Program**  
**Proposed Program Costs -- 801.1**  
**Fiscal Year 25/26**

Agency PLUMAS COUNTY SHERIFF'S OFFICEAddress 1400 E. MAIN ST QUINCY, CA 95971County PLUMAS

**Proposed Program Costs**

1. Personnel (Form 801.2)	\$193,593.49
2. Operations, Maintenance and Equipment (Form 801.3) <sup>a/</sup>	\$116,475.00
3. Total direct BS&E proposed program cost (2+3)	\$310,068.49
4. Administrative costs <sup>b/</sup>	\$11,743.22
5. Total BS&E proposed program costs (3+4)	\$321,811.71
6. Less: Boat Taxes (Form 801.4)	\$38,964.00
7. Total Net Proposed Program Cost (5-6)	\$282,847.71

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

*County Authorized Representative:*

SIGNATUREDATETodd Johns, Sheriff530-283-6375

TYPED NAME

TELEPHONE





**Boating Safety and Enforcement Aid Program**  
**Proposed Personnel Costs -- 801.2**  
**Fiscal Year 25/26**

Agency Plumas County Sheriff's OfficeCounty Plumas

**Proposed Personnel Costs**

**Employee Compensation**

Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1. Boat Patrol Officer	2582A	650.00	\$25.82	\$16,783.00
2. Boat Patrol Officer	2582A	600.00	\$25.82	\$15,492.00
3. Boat Patrol Officer	2582A	600.00	\$25.82	\$15,492.00
4. Boat Patrol Officer	2582A	575.00	\$25.82	\$14,846.50
5. Boat Patrol Officer	2582A	575.00	\$25.82	\$14,846.50
6. Boat Patrol Officer	2582A	575.00	\$25.82	\$14,846.50
7. Boat Patrol Officer	2582A	575.00	\$25.82	\$14,846.50
8. Boat Patrol Officer	2582A	575.00	\$25.82	\$14,846.50
9. Deputy Sheriff	2930E	40.00	\$53.45	\$2,138.00
10. Deputy Sheriff	2994L2	40.00	\$60.27	\$2,410.80
11. Deputy Sheriff	2844D	40.00	\$49.41	\$1,976.40
12. Deputy Sheriff	2844E	40.00	\$51.90	\$2,076.00
13. Sergeant	3464L5	40.00	\$80.67	\$3,226.80
14. Boat Patrol Officer	2582A	50.00	\$38.73	\$1,936.50
15. Boat Patrol Officer	2582A	40.00	\$38.73	\$1,549.20
16. Boat Patrol Officer	2582A	40.00	\$38.73	\$1,549.20
17. Boat Patrol Officer	2582A	30.00	\$38.73	\$1,161.90
18. Boat Patrol Officer	2582A	25.00	\$38.73	\$968.25
19. Boat Patrol Officer	2582A	25.00	\$38.73	\$968.25
20. Boat Patrol Officer	2582A	30.00	\$38.73	\$1,161.90
21. Total		5,165.00		\$143,122.70

22. Average Customary Fringe Benefit Percent 35.26400000%23. Total Proposed Personnel Costs \$193,593.49



**Boating Safety and Enforcement Aid Program**  
**Proposed Operations, Maintenance and Equipment Costs -- 801.3**  
**Fiscal Year            25/26**

**Agency** Plumas County Sheriff

County Plumas

*Patrol Vessels:* Fuel \$40,000.00 + Repair \$35,000.00 + Storage \$12,800.00 = \$ 87,800.00

Vehicles:	Miles	<u>2,500</u>	Mileage Allowance	0.670	=	1,675.00
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LIST OTHER O&M AND EQUIPMENT

1. Uniform Allowance/Protective Clothing	\$	6,000.00
2. Maintenance Supplies & Equipment	\$	10,000.00
3. Other Equipment & Supplies	\$	7,000.00
4. Watercraft Insurance	\$	4,000.00
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
##	\$	
11.	\$	
12.	\$	
13.	\$	
14.	\$	
15.	\$	
16.	\$	
17.	\$	
18.	\$	
19.	\$	
20.	\$	
21.	\$	
22.	\$	
23.	\$	
24.	\$	
25.	\$	
<b>Total</b>	\$	116,475.00

**Fiscal Year 25/26**Agency PLUMAS COUNTY SHERIFF'S OFFICECounty PLUMAS

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year \$ 38,964**C e r t i f i c a t i o n**

I attest that I am a duly authorized representative of the auditor's office of

PLUMAS county/city;

and that this calculation results in the best estimate of boat tax revenues  
for the fiscal year noted.

  
SIGNATURE10/30/24  
DATEMartee Graham, Auditor-Controller  
TYPED NAME AND TITLE530-283-6249  
TELEPHONE



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Chad Hermann, Undersheriff

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one (1.0) FTE Sheriff's Patrol Commander; due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.

---

**Recommendation:**

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one (1.0) FTE Sheriff's Patrol Commander; due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.

**Background and Discussion:**

The current Sheriff's Patrol Commander has provided written notice of his intent to retire on December 27, 2024, after serving 29 years at the Plumas County Sheriff's Office. The need to replace the position quickly is vital to the daily operational needs at the Sheriff's Office. The Sheriff is requesting the Board approve and authorize the Sheriff to fill the soon-to-be vacated position as soon as possible. The application process for the position of Sheriff's Patrol Commander was opened by the Plumas County Human Resources Office on November 14, 2024, to start compiling an applicant's list.

**Action:**

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one (1.0) FTE Sheriff's Patrol Commander; due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.

**Fiscal Impact:**

1.0 FTE Sheriff's Patrol Commander (General Fund Impact) as approved in FY24/25 recommended budget.

**Attachments:**

1. Sheriff Patrol Commander\_202104091054337947



**SHERIFF PATROL COMMANDER**

**DEFINITION**

Incumbent will manage, as well as supervise the day to day operations of the Patrol Division, Communications Division, Swat, Reserves, Chaplains and Court and Annex Security; coordinates activities with other divisions and departments; provides highly complex staff assistance to the Sheriff and Undersheriff; performs a variety of technical tasks relative to assigned areas of responsibility; and does related work as required or assigned.

**DISTINGUISHING CHARACTERISTICS**

This is a specialized supervisory level in the professional law enforcement class series. The incumbent will be responsible for providing direction and exercising supervision over sergeants, deputies, and non-sworn supervisors and other staff. In addition, the incumbent will provide specialized administrative support to the Sheriff and Undersheriff.

**REPORTS TO**

Undersheriff and Sheriff/Coroner

**CLASSIFICATIONS SUPERVISED**

Patrol sergeants, Communications Supervisor, Swat Commander, Reserve Coordinator, Chaplains, and Court and Annex Security Supervisor.

*Last Revised: 10/2016*

## **SHERIFF PATROL COMMANDER - 2**

### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to, the following:

- Directs, plans, organizes and supervises assigned law enforcement activities.
- Establish schedules for the Sheriff's Office to facilitate operations.
- Assist in the development, planning, and implementation of Department goals and objectives.
- Prepare and present staff reports to the Undersheriff.
- Assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
- Direct the forecast of funds needed for equipment, materials, supplies, and staffing.
- Monitor and approve expenditures.
- Assist with the selection, motivation and evaluation of personnel.
- Assists in developing, recommending and implementing department/division goals and objectives.
- Implements department/division policies and procedures.
- Coordinate staff training, including ongoing evaluation of staff and recognizing the additional need for training.
- Evaluate operations and activities of assigned responsibilities.
- Recommend improvements and modifications.
- Prepare various reports on operations and activities, both to the Sheriff and the Undersheriff.
- Work with employees to correct deficiencies.
- Participates in budget preparation and administration.
- Prepares cost estimates for budget recommendations.
- Submits justification for budgetary items.
- Monitors and controls expenditures as assigned.
- Attend and participate on a variety of boards and commissions.
- Participates in the selection of staff.
- Implements disciplinary procedures as necessary.
- Answer questions and provide information to the public.
- Investigate complaints and recommends corrective action.
- Contacts and cooperate with other agencies as needed.
- Conducts investigations involving internal affairs.
- Oversee the Department purchase and inventory of equipment.
- Negotiate contracts with other Departments and government agencies in mutual assistance tasks and support services.
- As needed, act as the OES Duty Officer.
- Perform related duties as assigned.

*Last Revised: 10/2016*

## **SHERIFF PATROL COMMANDER - 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, courtroom, and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles and practices of law enforcement program development and administration.
- Procedures, methods and techniques in law enforcement patrol, traffic control, crime prevention, investigations, apprehension, civil process, and arrest.
- Types of law enforcement equipment, materials, and specialty items including, but not limited to, training.
- Principles and practices of organization, administration and personnel management pertaining to law enforcement.
- Budgeting procedures and techniques.
- Principles and practices of supervision, training and personnel management.
- Principles and procedures of record keeping and reporting.

#### **Ability to:**

- Organize, direct and implement a comprehensive law enforcement program.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply Federal, State, and local policies, procedures, laws and regulations.
- Effectively administer a variety of law enforcement activities.
- Prepare and administer a budget.
- Respond to requests and inquiries from the general public.
- Supervise, train and evaluate assigned staff.
- Communicate clearly and concisely, both orally and in writing.

*Last Revised: 10/2016*

## **SHERIFF PATROL COMMANDER - 4**

### **Ability to (continued):**

- Establish and maintain cooperative relationships with those contacted in the course of work.
- Gain cooperation through discussion and persuasion.
- Use and care for firearms.

### **TRAINING AND EXPERIENCE**

Five years of increasingly responsible experience in law enforcement work, including one (1) year in a supervisory capacity.

Equivalent to completion of the twelfth grade, supplemented by college level courses in administration of criminal justice, police science, public administration, business administration, or a related field.

### **Licenses and Certificates:**

Possession of a Peace Officer Standards and Training P.O.S.T. Advanced Certificate. Complete and successfully pass a P.O.S.T. certified Management Course within one year of assignment.

### **Special Requirements:**

Must submit to and pass a psychological evaluation, medical examination and a background investigation, if not already a Plumas County Sheriff's Office employee as part of a conditional offer of employment for a background investigation.

Possession of a valid and current California Driver's license at that time of appointment and maintained throughout Plumas County employment.

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

*Last Revised: 10/2016*



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Mike Grant, Deputy Sheriff II - Communication Coordinator

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize Sheriff to sign an the attached agreements between Plumas County Sheriff's Office and CA Dept of General Services; effective January 1, 2025; not to exceed \$11,352.00/year for the first year; (No General Fund Impact); Sheriff's Office Grant Fund 70375-523804; not approved as to form by County Counsel (see background); discussion and possible action.

---

**Recommendation:**

Approve and authorize Sheriff to sign an the attached agreements between Plumas County Sheriff's Office and CA Dept of General Services; effective January 1, 2025; not to exceed \$11,352.00/year for the first year; (No General Fund Impact); Sheriff's Office Grant Fund 70375-523804; not approved as to form by County Counsel (see background); discussion and possible action.

**Background and Discussion:**

The Sheriff's Office and Public Works have had a non-written understanding with the California Highway Patrol for the use of communications space at various sites since approximately 1975. This agreement provided space for the Sheriff's Office on Mt Hough, Red Hill, and Beckwourth Peak along with space for Public Works on Mt Hough in exchange for the use of land on Radio Hill for CHP's communications needs. This was a reciprocal understanding where no funds changed hands and no written agreement was ever developed.

We are approaching a time when no one will be left in the County's employ that has the institutional knowledge of this long-running understanding between the two agencies. Therefore, a significant effort was undertaken to reduce the underlying, almost 50-year agreement, to writing and keep costs neutral between the State and the County. The attached contracts represent the culmination of this effort and the attached spreadsheet explains the cost for each site the County will be paying from Jan. 1, 2025 forward for the term of the contract and, in exchange, the fee the State will pay the County for the same term. These two amounts are equal and have the same annual escalator (3%) so they will remain equal for the term of the agreement.

While one contract is specifically for Public Works, the Sheriff's Office will be collecting the revenue needed to make the expenditures cost-neutral, so it makes the most sense to have all the contracts reviewed as a package because they are dependent on each other to remain cost-neutral. The Sheriff's Office will pay for the lease-only fees related to Public Work's communication equipment outlined in the attached lease to simplify the internal accounting of revenue and expenditures.

After multiple attempts to resolve the differences County Counsel has with the terms of the contract, we were unable to negotiate the inclusion of all the language that was desired from the County's perspective. To that end, County Counsel will provide a memo outlining the deficiencies they noted in the contracts for the Board's review.

It is the desire of the Sheriff's Office and the Dept. of General Services to have a start date for all the attached contracts of 1/1/25.

**Action:**

Approve and authorize Sheriff to sign an the attached agreements between Plumas County Sheriff's Office and CA Dept of General Services; effective January 1, 2025; not to exceed \$11,352.00/year for the first year; (No General Fund Impact); Sheriff's Office Grant Fund 70375-523804; not approved as to form by County Counsel (see background); discussion and possible action.

**Fiscal Impact:**

(No General Fund Impact); Sheriff's Office Grant Fund 70375-523804 for expenditures and Sheriff's Office Grant Fund 70375-45040 for revenue.

**Attachments:**

1. Copy of Rent Schedule - Radio Hill 2051 001
2. 3514 Radio Hill 2051 001 Plumas County - Telecom Ground Lease
3. Mt. Hough Radio Site L-2986 County Public Works - Vault License
4. Beckwourth L-2898 County 3514 - Vault License
5. Mt. Hough Radio Site L-2899 County Sheriff's Office - Vault License
6. Red Hill Radio Site L-2901 County - Vault License

Vault/Tower Space	Qty	\$ Rate	Monthly Rent	Annual Rent
Ground Space - 1,500sf	1	\$946.00	\$946.00	\$11,352.00
			\$0.00	\$0.00
Rent for Leased Sites:	Offset			
L-2900 Radio Hill (will be terminated)		N/A		
L-2901 Red Hill	yes	\$138.00	reviewed	
2 cabinets in back room; and 1 antenna at 70' level				
L-2898 Beckwourth Peak	yes	\$251.00	reviewed	
1/2 rack; and 2 Omni antennas at 40' level				
L-2986 Mt. Hough (Public Works)	yes	\$129.00		
1/4 rack in vault #1; 1 Yagi antenna; and 1 Dipole				
L-2899 Mt. Hough (Sheriff's Office)	yes	\$428.00		
1/2 rack; 1 Omni; 1 Yagi antenna; and 1 3' panel				
<b>Sub-Total</b>			\$946	\$11,352
<b>Emergency Response Cooperator Discount</b> (yes/no)	no		\$946	\$11,352
<b>Rent Schedule:</b>				
Rent Start Date		1/1/2025		
Initial Rent		\$946		
Annual Rent Escalations (percentage)		3%		
Initial Term Lenth (years)		10		
First Option Term (years)		5		
Second Option Term (years)		5		
Third Option Term (years)		5		





Start Date		End Date	Payment/Mo
<b>Initial Term</b>			
January 1, 2025	to	December 31, 2025	\$946
January 1, 2026	to	December 31, 2026	\$974
January 1, 2027	to	December 31, 2027	\$1,004
January 1, 2028	to	December 31, 2028	\$1,034
January 1, 2029	to	December 31, 2029	\$1,065
January 1, 2030	to	December 31, 2030	\$1,097
January 1, 2031	to	December 31, 2031	\$1,130
January 1, 2032	to	December 31, 2032	\$1,163
January 1, 2033	to	December 31, 2033	\$1,198
January 1, 2034	to	December 31, 2034	\$1,234
<b>First option</b>			
January 1, 2035	to	December 31, 2035	\$1,271
January 1, 2036	to	December 31, 2036	\$1,309
January 1, 2037	to	December 31, 2037	\$1,349
January 1, 2038	to	December 31, 2038	\$1,389

## TELECOMMUNICATIONS GROUND LEASE

Location of Leased Premise Radio Hill Telecommunication Site Plumas County	State Lease No.: 2051-001 Project No.: 13721
Agency: California Highway Patrol (CHP) Structure No.: 2051	Lessor: Plumas County Sheriff's Office

**PREAMBLE** This Lease, dated for reference purposes only, October 29, 2024, is made by and between Plumas County, a political subdivision of the State of California, acting through its Sheriff's Office, referred to as "Lessor", by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State". Lessor and State may also be referred to as "Party" or "Parties".

## RECITALS

WHEREAS, pursuant to Section 14669(a) of the Government Code, The Director may hire, lease, lease-purchase, or lease with the option to purchase any real or personal property for the use of any state agency, including the Department of General Services, if he or she deems the hiring or leasing is in the best interests of the state; and

WHEREAS, Lessor has under its jurisdiction certain land known as APN 005-300-015-000 located in the Southwest quarter of Section 13, Township 2, South, Range 9 East, M.D.B. & M., Plumas County, State of California, further described as Radio Hill Telecommunications Site; and

WHEREAS, State desires to lease a portion of property described herein from Lessor; and

WHEREAS, it is in the best interests of the State that such a lease be consummated between State and Lessor on the terms and conditions herein contained.

NOW THEREFORE, the parties agree to the provisions that follow and are incorporated herein as:

Section 1: Site Specific Provisions  
Section 2: Telecom Specific Provisions  
Section 3: Standard Provisions

**SECTION 1 –SITE SPECIFIC PROVISIONS**

PROPERTY DESCRIPTION	<p>1. Lessor hereby Leases unto the State and State hereby hires from Lessor a parcel of land, approximately 1500 square feet portion of APN 005-300-015-000 ground space, owned by Plumas County and situated at Radio Hill Telecommunications Site, 677 Radio Hill Road, Quincy, County of Plumas, California, hereinafter referred to as "Premises", together with all easements, rights and privileges appurtenant thereto, as illustrated on the attached map, designated as Exhibit A, Site Map, consisting of one (1) page, and Exhibit B, vault and tower drawings, consisting of two (2) pages, and more particularly described as follows:</p> <p>CHP owned improvements: one (1) equipment shelter; one (1) telecommunications tower; one (1) propane tank; and one (1) generator within the fenced area.</p>
USE	<p>2. Lessor shall allow State to install, operate, maintain, repair and remove its equipment in accordance with terms and conditions of this Lease. State shall have the right to anchor guy-wires and maintain and/or remove them as necessary.</p>
TERM	<p>3. The initial term of this Lease shall commence on October 1, 2024 and shall end September 30, 2034, with State having one (1) option to extend the Term of the Lease for four (4) years.</p> <p>Unless State gives prior written notice within sixty (60) days of the end of a initial term that it will <u>not</u> exercise its option, the Lease will automatically extend for an additional four (4) years. If fully extended, the last option will end September 30, 2038.</p> <p>All other provisions of the Lease shall remain the same unless either party notifies the other in writing sixty (60) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.</p>
UTILITIES & SERVICES	<p>4. State shall also have the right to construct, operate, maintain, repair, alter and remove telephone, telegraph and power lines, including necessary poles, cross-arms and anchors, and appurtenances thereof, for the transmission of communications and electric energy.</p> <p>State is connected to commercial power and assumes responsibility for payment of all utilities. State has a back-up generator for times when commercial power is unavailable due to power outages.</p>
EARLY TERMINATION	<p>5. Either party may terminate this Lease at any time by giving written notice to the other party at least one hundred eighty (180) days prior to the date when such termination shall become effective.</p>
PRORATIONS	<p>6. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rent herein specified based on a thirty (30) day month and on the actual number of days the State occupies the Premises.</p>

**SECTION 1 –SITE SPECIFIC PROVISIONS****RENT**

7. It is mutually agreed between the parties hereto that rent shall be paid by State from legally available funds for the purpose of making payments under this lease to Lessor in arrears on the last day of each month during said term as follows.

Start Date		End Date	Payment/Mo
<b>Initial Term</b>			
October 1, 2024	to	September 30, 2025	\$946.00
October 1, 2025	to	September 30, 2026	\$974.00
October 1, 2026	to	September 30, 2027	\$1,004.00
October 1, 2027	to	September 30, 2028	\$1,034.00
October 1, 2028	to	September 30, 2029	\$1,065.00
October 1, 2029	to	September 30, 2030	\$1,097.00
October 1, 2030	to	September 30, 2031	\$1,130.00
October 1, 2031	to	September 30, 2032	\$1,163.00
October 1, 2032	to	September 30, 2033	\$1,198.00
October 1, 2033	to	September 30, 2034	\$1,234.00
<b>First option</b>			
October 1, 2034	to	September 30, 2035	\$1,271.00
October 1, 2035	to	September 30, 2036	\$1,309.00
October 1, 2036	to	September 30, 2037	\$1,349.00
October 1, 2037	to	September 30, 2038	\$1,389.00

This Lease provides for one (1) automatic renewal option of four (4) years each to extend the Lease term. Should State exercise its option to extend the Lease term, the rents will continue to increase at a rate of three percent (3%) annually pursuant to the schedule above.

Rental Warrants Shall be Made Payable to Lessor, and Mailed to the Following Address:

Plumas County Sheriff's Office  
1400 East Main Street  
Quincy, CA 95971

All notices and correspondence must reference Radio Hill, and State's File No. 2051-001.

**NOTICES**

8. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To Lessor: **Plumas County Sheriff's Office**  
1400 East Main Street  
Quincy, CA 95971  
Phone: (530) 823-7440  
Email: [sheriff@pcso.net](mailto:sheriff@pcso.net)

**SECTION 1 –SITE SPECIFIC PROVISIONS****NOTICES  
(CONT)**

*With Copies To:* **Plumas County Administrative Officer**  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6446

*To State:* **Department of General Services**  
Real Estate Services Division  
Lease Management, 2051-001  
707 3rd Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605  
Office: (916) 375-4171  
[Leasemanagement@dgs.ca.gov](mailto:Leasemanagement@dgs.ca.gov)

*With Copies To:* **California Highway Patrol**  
Telecommunications Section – Leasing  
601 N. 7<sup>th</sup> Street - Building C  
Sacramento, CA 95811-0208  
Phone: (916) 843-4200  
Email: [chptelecomleasing@chp.ca.gov](mailto:chptelecomleasing@chp.ca.gov)

Specific names, email addresses, and phone numbers shall also be provided by each of afore-mentioned contact parties for the others. Each party shall notify the other of a change in contact information within thirty (30) days of such change.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**HOLD-OVER  
AND LEASE  
RENEWAL**

9. In the event State remains an occupant of the Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. The rental rate will continue to increase by three percent (3%) annually during the holdover period.

At the termination of this Lease or in the event of a breach of the terms of this Lease by the State resulting in the early termination of this Lease, State shall execute and deliver to Lessor within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

**End of Section 1**

**SECTION 2 –TELECOM SPECIFIC PROVISIONS**

INSPECTION	<b>10.</b> Lessor reserves the right to enter and inspect the Premises at reasonable times.
NON- EXCLUSIVE RIGHT TO USE ROAD AND ROAD MAINTENANCE	<b>11.</b> State, including its authorized agents, employees and contractors, shall have a non-exclusive right of ingress and egress to and from the Premises over other lands owned by the Lessor, adjacent to the Premises along the course or courses designated by Lessor,  Lessor retains the right to control access to the site due to weather and other conditions that make travel to the Premises unsafe. Lessor retains the right to impose conditions necessary for access as necessary which include but not limited to prior notification for access, speed limits, and access during daylight hours only.  Lessor shall maintain all access roadways under its control from the nearest public roadway to the Premises in a manner similar to the conditions on the commencement date of the lease. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense. State agrees to promptly repair any abnormal or excessive road damage to such roadways solely caused by State's use.
ALTERATIONS TO PREMISES	<b>12.</b> State shall have the right during the existence of this Lease, to make alterations to State's improvements without notice to Lessor. Such items placed in or upon or attached to the Premises under this Lease shall be and shall remain the property of the State and shall be removed therefrom by the State prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a mutually agreed upon time thereafter.
EQUIPMENT CHANGE	<b>13.</b> Any addition to State's approved equipment requires approval from Lessor, consistent with the "Interference" Paragraph.  To initiate approval for a change of equipment, State must first contact Lessor to obtain written approval.  Notwithstanding the above, State may swap like for like equipment without approval from Lessor.
ELECTRONIC EQUIPMENT STANDARDS	<b>14.</b> With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: State agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If State was in occupation under a previous Lease, State shall have one hundred and eighty (180) days from the commencement of the Lease to conform to any new site standards. State shall display on each piece of equipment the appropriate license from the federal regulatory agency.
INTERFERENCE	<b>15.</b> Lessor acknowledges that State is responsible for State's Public Safety Microwave System (PSMS), used to support all types of radio, digital, microwave, and fiber optic communications of the State of California.

**SECTION 2 –TELECOM SPECIFIC PROVISIONS****INTERFERENCE  
(CONT)**

Communication equipment installed by Lessor's tenants subsequent to this Lease between Lessor and State shall be engineered to State's existing PSMS installation, to insure compatibility. Lessor agrees that its subsequent tenant shall install, maintain, and operate their electronic equipment in accordance with the highest engineering standards prevailing in the communications industry.

**WORKMANSHIP  
STANDARDS**

- 16.** The installation and maintenance of the electronic equipment of State shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the State and be satisfactory to State.

**SURRENDER  
OF  
POSSESSION**

- 17.** (a) Upon termination or expiration of this Lease, State shall peaceably and quietly leave, surrender, and yield to Lessor, all and singular, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. State shall remove any and all hazardous materials it has caused to be upon or within the Premises (such as batteries and items included on Proposition 65's list that is effective at the time discovered) and in doing so shall comply with all laws, either Federal, State, or local.

Upon termination, a qualified representative of the Lessor shall inspect the Premises to determine that said Premises were left in accordance with the terms specified.

(b) In the event State's tenancy has resulted in damage to the Premises, State shall be responsible for the cost to restore the Premises to its prior condition, except for normal wear and tear. State shall remove any surface or subsurface improvements or fixtures placed on the land by State and restore the portion of damaged land caused by the installation or removal of improvements or fixtures.

**DISPOSITION  
OF STATE'S  
PERSONAL  
PROPERTY**

- 18.** (a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Premises by State shall remain the property of State and shall be removed by State, at its sole cost and expense within sixty (60) days after expiration or termination of State's tenancy.

(b) State may, however, with written consent of Lessor, abandon in place any and all of State's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in Lessor.

**End of Section 2**

**SECTION 3 – STANDARD PROVISIONS****PERMITS AND  
APPROVALS**

- 19.** Lessor and State agree that State's ability to use the Premises is dependent upon State obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. Lessor will cooperate with State at no expense to Lessor, in State's effort to obtain such approvals in connection with said permits.

**COMPLIANCE  
WITH LAWS**

- 20.** State shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

**ASSIGNMENT,  
SUBLETTING, AND  
CHANGE IN USE**

- 21.** State shall not assign this Lease or sublet said facility to non-State users without prior written consent of Lessor, which consent shall not be unreasonably withheld. An assignment without the written consent of the Lessor is void and will terminate the Lease at the option of the Lessor. Lessor may assign its rights and interests in said Lease without State's permission.

State reserves the right to substitute other State agencies, and such substitution shall not be considered an event of subletting or assignment pursuant to this clause.

**INSURANCE**

- 22.** Lessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures.

Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. Seq).

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.).

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.



**SECTION 3 – STANDARD PROVISIONS**

- ACTS OF NATURE**      **23.** If any of State's improvements or equipment is destroyed by acts of nature, State may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and that consumes no more electrical power. State shall immediately notify Lessor of such items and the date the replacement is completed.
- SUBROGATION**      **24.** To the extent authorized by any fire and extended coverage insurance policy issued to the Lessor on the herein described Telecommunications Site, the Lessor hereby waives the subrogation rights of the insured and releases the State from liability for any loss or damage covered by said insurance.
- QUIET POSSESSION**      **25.** Lessor agrees that State, while keeping and performing the covenants herein contained, shall at all times during the existence of this Lease, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the Lessor or any person claiming under the Lessor.
- HOLD HARMLESS INDEMNIFICATION**      **26.** To the extent permitted by Government Code section 14662.5, State agrees to indemnify and hold harmless Lessor for any damage proximately caused by State by reason of the State's uses authorized in this Lease. The State shall not indemnify or hold Lessor harmless for any claim or damages caused by Lessor's sole negligence or willful misconduct, or any other claims or damages not expressly authorized by Government Code section 14662.5.
- Lessor does hereby agree to indemnify, defend, and save State harmless from any damage proximately caused by Lessor, or arising out of, or in any way connected with the acts or omissions by Lessor that may arise from Lessor or their agent's employees, contractor's actions except to the extent that any such damages or expenses suffered by State are solely the result of any persons acting under or on behalf of State.
- ORAL AGREEMENTS**      **27.** It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- AUTHORITY TO CONTRACT**      **28.** (a) If requested by State, each individual executing this Lease on behalf of said Lessor shall provide evidence, which is acceptable to State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessor in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.
- (b) Prior to the execution of this Lease, Lessor shall provide State with a copy of Lessor's current bylaws and corporate filing status as filed with the California Secretary of State.
- SMOKING RESTRICTIONS**      **29.** Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

**SECTION 3 – STANDARD PROVISIONS**

- DESTRUCTION OF PREMISES**      **30.** If the Premises is partially or totally destroyed or damaged by fire, acts of nature, or other casualty so that the Leased area is un-tenantable as determined by State, State may terminate this Lease upon thirty (30) days written notice to Lessor and no further rental will be due.
- PARTNERSHIP DISCLAIMER**      **31.** Lessor its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.
- CEQA**      **32.** Any physical changes made to the improvements by State or its agents shall comply with the California Environmental Quality Act (CEQA) if applicable.
- AMENDMENTS AND MODIFICATIONS**      **33.** No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.
- Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.
- FORCE MAJEURE**      **34.** If either Lessor or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- ENTIRE AGREEMENT**      **35.** This Lease and its exhibits constitute the entire agreement between State and Lessor. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
- PARAGRAPH HEADINGS**      **36.** All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- SEVERABILITY**      **37.** If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.
- SEPARATE COUNTERPARTS**      **38.** This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

**SECTION 3 – STANDARD PROVISIONS**

- SUPERSEDURE**      **39.** This Lease supersedes and voids any prior license, lease or agreement between the State and the Lessor identified in this Lease with regards to the Premises.
- BINDING**            **40.** The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.
- ESSENCE OF TIME**   **41.** Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.
- EXECUTIVE  
ORDER N-6-22 –  
RUSSIA  
SANCTIONS**        **42.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement.

The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**End of Section 3**

There have been no representations by State or understandings made between State or Lessor other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

**IN WITNESS WHEREOF**, this Lease has been executed by the parties hereto as of the date listed below.

**STATE OF CALIFORNIA**  
DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

**LESSOR:**  
PLUMAS COUNTY SHERIFF'S OFFICE  
a political subdivision of the State of California

By: \_\_\_\_\_  
**Trevor Johnson**, Assistant Chief  
State Owned Leasing and Development

By: \_\_\_\_\_  
**Todd Johns**, Sheriff

**DGS APPROVAL RECOMMENDED:**

**CONSENT:**

DEPARTMENT OF GENERAL SERVICES  
STATE OWNED LEASING AND DEVELOPMENT

CALIFORNIA HIGHWAY PATROL

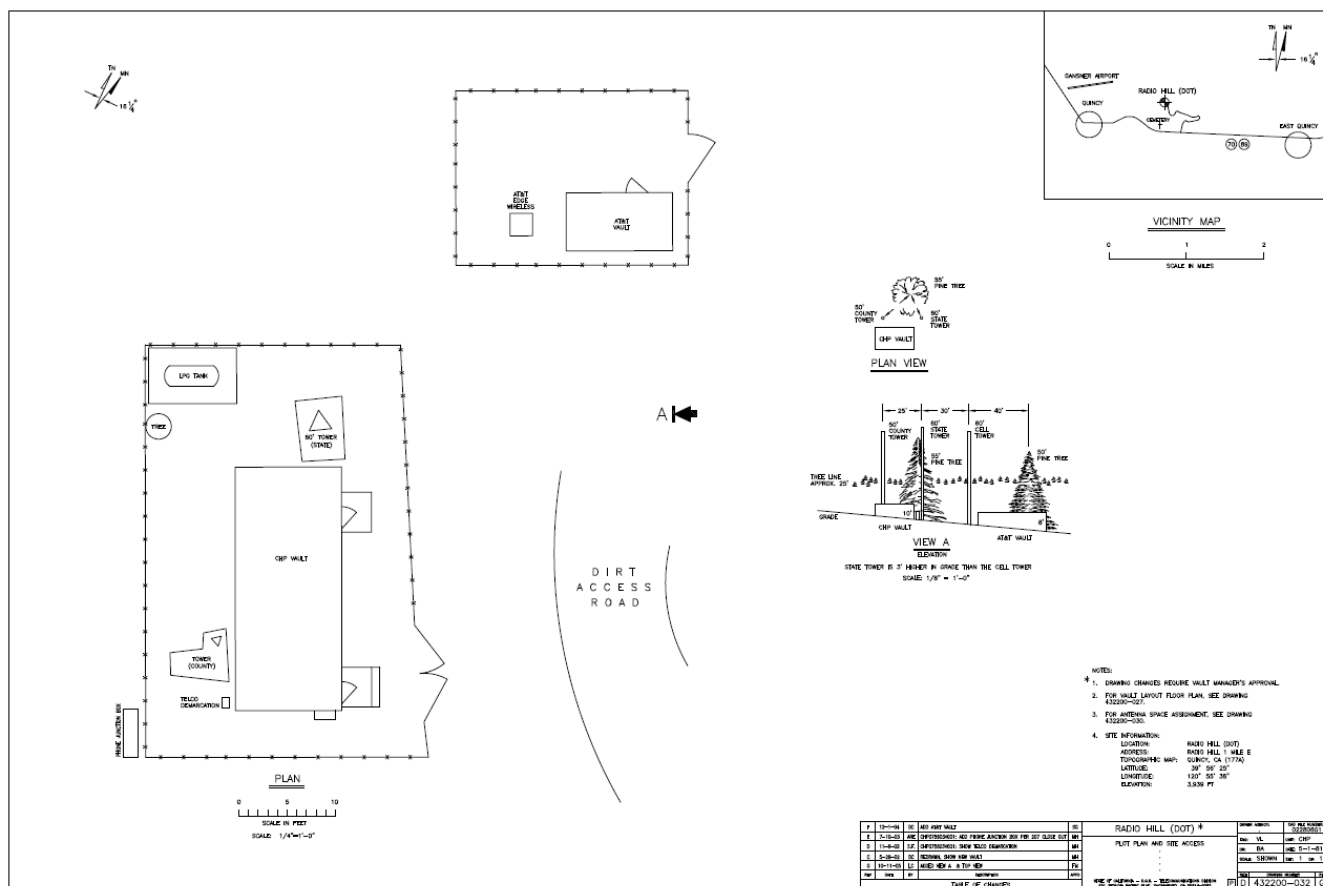
By: \_\_\_\_\_  
**Kimberley Tsumura**  
Sr. Real Estate Officer

By: \_\_\_\_\_  
**J.D. Saccani**  
Assistant Chief  
Administrative Services Division

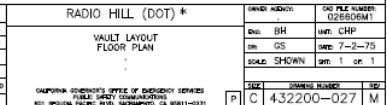
Date: \_\_\_\_\_

# Exhibit A

## Site Map



## Vault Drawings



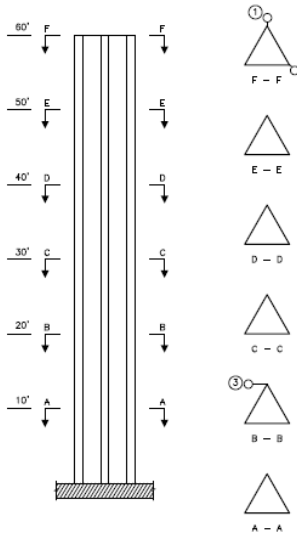
# Exhibit B

(Page 2 of 2)

## Tower Drawings



ANTENNA DATA										
ANT. NO.	AGENCY	FREQUENCY		ANTENNA TYPE	MANUFACTURER	MODEL NUMBER	ANTENNA HEIGHT (FT)			AZIMUTH (MN)
		TX (MHz)	RX (MHz)				SUPPORT HEIGHT	ABOVE SUPPORT	BELOW SUPPORT	
1	CHP	42.08/44.95	42.76/42.22/42.05	FOLDED DIPOLE	SINCLAIR	SD-110	60	-	-	-
2	-	-	-	-	-	-	-	-	-	-
3	FAA	122.4	122.4	-	-	-	20	-	-	-



TOWER MAKE: ROHN-65  
TOWER MFG.:

- NOTES:  
\* 1. DRAWING CHANGES REQUIRE VAULT MANAGER'S APPROVAL.  
2. THIS IS A CHP OWNED SITE.

REV	DATE	BY	DESCRIPTION	APPD	RADIO HILL (DOT) *		OWNER AGENCY	DOT FILE NUMBER
W	3-15-24	AT	DOT402011V001: REMOVE DOT ANTENNA	ON	ANTENNA SPACE ASSIGNMENT 60' J-LEG TOWER		CHP	021155M1
L	6-26-21	MD	REMOVE 800 MHz ANTENNA	UH			CHP	021155M1
K	11-18-11	BK	CHP400043M05: CHANGE CHP FREQ & UPDATE CHP ANTENNA	ML			CHP	021155M1
J	10-25-11	BK	UPDATE FAA FREQ FOR ANT #4	RG			CHP	021155M1
I	11-28-03	AME	DOT402011V001: CHANGE DOT FREQ FROM 47.10 TO 47.08	ML			CHP	021155M1
TABLE OF CHANGES					CALIFORNIA GOVERNMENT'S OFFICE OF BUREAU SERVICES P.O. BOX 10000, SACRAMENTO, CA 95831-0001		DOT	432200-030

C - 909001-008-A (CAD# 002607A1)

## TELECOMMUNICATIONS VAULT/TOWER LICENSE

Location of Licensed Premises: Mt. Hough Radio Site Plumas County	License No.: L-2986 Project No.: 13872
Agency: California Highway Patrol Real Property Number: 10825 SPI Number: 1192	Licensee: Plumas County Department of Public Works

This License Agreement, hereinafter referred to as "License", dated October 29, 2024, for reference purposes only, by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and Plumas County Department of Public Works, a subdivision of the State of California, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

**RECITALS**

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the state not exceeding five acres for a period not to exceed twenty-five (25) years, to governmental entities to further the state's mission for providing emergency services; and

WHEREAS, the CHP has under its jurisdiction certain real property in the County of Plumas, State of California, commonly referred to as Mt. Hough Radio Site, under a Communication Use Lease from the U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which terminates December 31, 2049; and

WHEREAS, Licensee desires to License a portion the vault described herein from State for telecommunications purposes; and

WHEREAS, it is in the best interests of State that such a License be consummated between State and Licensee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the License set forth herein as follows:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions



**SECTION 1 – SITE SPECIFIC PROVISIONS****WITNESSETH:****PROPERTY  
DESCRIPTION**

1. State does hereby License to Licensee, and Licensee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Mt. Hough Radio site, County of Plumas, State of California, as outlined in Exhibit "A", consisting of two (2) pages, attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

**Licensee's Facilities:** a portion of the vault and tower space owned by CHP, consisting of and described in Licensee's "Radio Vault Space Application" (State Form TD-311), dated January 22, 2024 and approved March 19, 2024, attached as Exhibit B.

**Vault Area:** One quarter (1/4) rack in the CHP owned vault.

**Antenna Spaces on the State-owned Tower:** one (1) Omni Dipole antenna; and one (1) Yagi antenna on the CHP owned tower.

Further described as a portion of the Sec. 8, T. 25 N., R. 10 E., Mt. Diablo Meridian at approximately Latitude 40° 2' 40" North, Longitude 120° 53' 10" West.

**USE**

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this License, and for no other reason whatsoever.

**MASTER  
GROUND LEASE**

3. State and Licensee acknowledge and agree that State's rights are pursuant to the underlying Telecommunications Ground Lease (Master Lease) between Lessor, U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, and State, which expires on December 31, 2049, available upon request. Licensee and State agree to be bound by said "Master Lease" and any Amendments, as applicable to the access and occupancy of the Site.

**TERM**

4. (a) The initial Term of this License shall be for ten (10) years, commencing on October 1, 2024, and expiring September 30, 2034. Licensee shall have one (1) successive option of four (4) years to extend the Term of the License, October 1, 2034 through September 30, 2038, with such rights of termination as may be hereinafter expressly set forth.

Unless Licensee gives written notice by August 1<sup>st</sup> prior to the License expiration date that it will not exercise its option, an extension shall be deemed automatically exercised. If fully extended, the last option will end September 30, 2038.

All other provisions of the License shall remain the same unless either Party notifies the other in writing one hundred eighty (180) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

**SECTION 1 – SITE SPECIFIC PROVISIONS****PAYMENTS**

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Telecom Lease Rate Guidelines. Licensee shall make payments for the Premises, monthly in advance, to State within ten (10) days of each month as identified in the rent schedule below, rounded to the nearest dollar:

Start Date		End Date	Payment/Mo
<b>Initial Term</b>			
October 1, 2024	to	September 30, 2025	\$129.00
October 1, 2025	to	September 30, 2026	\$133.00
October 1, 2026	to	September 30, 2027	\$137.00
October 1, 2027	to	September 30, 2028	\$141.00
October 1, 2028	to	September 30, 2029	\$145.00
October 1, 2029	to	September 30, 2030	\$150.00
October 1, 2030	to	September 30, 2031	\$154.00
October 1, 2031	to	September 30, 2032	\$159.00
October 1, 2032	to	September 30, 2033	\$163.00
October 1, 2033	to	September 30, 2034	\$168.00
<b>First option</b>			
October 1, 2034	to	September 30, 2035	\$173.00
October 1, 2035	to	September 30, 2036	\$179.00
October 1, 2036	to	September 30, 2037	\$184.00
October 1, 2037	to	September 30, 2038	\$189.00

Rent Payments shall be made payable to:

California Highway Patrol  
Accounts Receivables (L-2986)  
P. O. Box 942898  
Sacramento, CA 94298-0001

- (b) Pursuant to Section 1, Clause 4 (Term) above, this License provides for an option to extend the term of the License.

Should Licensee exercise its option to extend the term of this License, the annual rent for each renewal option period may be reevaluated at the current market rate pursuant to the telecom lease rate guidelines.

Absent a market rate increase, rents will increase at a rate of three percent (3%) per year during each renewal period, rounded to the nearest dollar, pursuant to the rent schedule above.

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

**EARLY  
TERMINATION**

6. State and Licensee agree that either Party may terminate this License at any time during the term hereof by giving written notice to the other Party ninety (90) days prior to the date when such termination shall become effective. If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination.

**SECTION 1 – SITE SPECIFIC PROVISIONS****EARLY  
TERMINATION  
(CONT)**

State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the “Notices” provisions of this License.

**UTILITIES**

7. State makes no guarantee as to the reliability of the electrical services. State shall supply and Licensee shall receive commercial power service, as well as emergency standby power service from State’s generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State’s use at the facility.

State shall have the right to periodically review Licensee’s usage of power. If usage is determined to be excessive, Licensee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Licensee cost.

State makes no guarantees as to continued reliability of generator’s standby power service. State shall not be liable to Licensee or third Parties for failure to provide electricity due to rolling blackouts or other causes beyond State’s control. Licensee shall comply with energy conservation measures, Governor’s Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

**NOTICES**

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with License Number L-2986 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

**State****Department of General Services**

Real Estate Services Division

Lease Management, L-2986

707 3rd Street, 5<sup>th</sup> Floor

West Sacramento, CA 95605

Office: (916) 375-4171

Email: [Leasemanagement@dgs.ca.gov](mailto:Leasemanagement@dgs.ca.gov)

***With Copies to:*****California Highway Patrol**

Telecommunications Section – Leasing

601 N. 7<sup>th</sup> Street - Building C

Sacramento, CA 95811-0208

Phone: (916) 843-4200

Email: [chptelecomleasing@chp.ca.gov](mailto:chptelecomleasing@chp.ca.gov)

**SECTION 1 – SITE SPECIFIC PROVISIONS****NOTICES  
(CONT)**

To Licensee:     **County of Plumas**  
Attn: Sheriff's Office  
1446 East Main Street  
Quincy, CA 95971  
Phone: (530) 283-74401  
Email: [sheriff@pcso.net](mailto:sheriff@pcso.net)

*With Copies to:*   **Plumas County Administrative Officer**  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6446

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Licensee is obligated to notify all State of California offices listed below. The failure to provide written notice to all such offices will be deemed to constitute a lack of notice.

**IMPROVEMENTS  
AND  
MODIFICATIONS**

9. Licensee at its sole cost and expense may, subject to the fees assessed Licensee for changes as Stated in Section 2, Paragraph 14, "Technical Analysis Fees" and Section 2, Paragraph 15, "License Modification Fees" hereof, from time to time during its tenancy of the Premises:

(a) Connect wires and equipment to lines adjoining the Premises. All work done by Licensee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install, and use in, upon, and under, and remove from the Premises such wires, equipment, and other property of whatsoever kind and nature as Licensee deems necessary consistent with the purpose of this License as set forth in the "Use" Section hereof.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

(d) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.

**SECTION 1 – SITE SPECIFIC PROVISIONS****IMPROVEMENTS  
AND  
MODIFICATIONS  
(CONT)**

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Licensee and will not relieve Licensee of the obligation of complying with any and all terms and conditions of this License; Licensee shall notify State thirty (30) days prior to the actual construction.

**HOLDING OVER &  
LICENSE  
RENEWAL**

- 10.** With the exception of the License extension option periods described in “Term” Clause of this License, any holding over by Licensee after expiration or termination of this License shall not be considered as a renewal or extension of this License.

The occupancy of the Premises after the expiration or termination of this License shall constitute a month-to-month tenancy, and all other terms and conditions of this License shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject to a rent increase of three percent (3%) of the ending rent, rounded to the nearest dollar, payable monthly in advance.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term Stated above or as said term is reduced as provided herein.

**CLEAR TITLE**

- 11.** At the termination of this License or in the event of a breach of the terms of this License by Licensee resulting in the early termination of this License, Licensee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

**End of Section 1**

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****ROAD ACCESS  
AND FEES**

- 12.** Licensee shall at all times during the term of this License have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the Premises 24 hours a day, 7 days a week from the terminus of the access road to the above-described Premises.

Should Licensee's access be unavailable for any reason, State agrees to work diligently with Licensee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

Only Licensee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Licensee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

Licensee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Licensee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

**CHANGE IN  
EQUIPMENT**

- 13.** Licensee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Clause 9, Improvements & Modifications; Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees. Said "TD-311 Application" is available upon request.

Licensee shall not cause or permit any change of any equipment installed by Licensee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees.

**TECHNICAL  
ANALYSIS FEES**

- 14.** Any change in Licensee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 17 of this Section 2. To initiate approval for a change or modification of equipment, Licensee must first contact CHP to obtain a current TD-311 application form. Licensee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

**LICENSE  
MODIFICATION  
FEES**

- 15.** An administration fee may be assessed for any action originated by Licensee requiring License administration staff work by State, such as but not limited to, name changes, assignments of License or changes in equipment which result in an amendment to, or assignment of this License.

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****LICENSE  
MODIFICATION  
FEES  
(CONT)**

To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Licensee will be required to remit the administration fee to State's address listed in the "Notices" Section of this License or otherwise directed in writing.

**ELECTRONIC  
EQUIPMENT  
STANDARDS**

- 16.** With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: Licensee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements.

If Licensee was in occupation under a previous License, Licensee shall have one hundred and ninety (90) days from the commencement of this License to conform to any new site standards. Licensee shall display on each piece of equipment the emergency contact information.

Licensee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

**ELIMINTAION OF  
INTERFERENCE**

- 17.** (a) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Licensee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Licensee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this License and evict Licensee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by a qualified technical person representing Licensee and a representative designated by State.

If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Licensee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this License and evict Licensee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of License and eviction of Licensee.



**SECTION 2 – TELECOM SPECIFIC PROVISIONS****WORKMANSHIP  
STANDARDS**

- 18.** The installation and maintenance of the electronic equipment of Licensee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State and be satisfactory to State.

**DISPOSITION OF  
LICENSEE'S  
PERSONAL  
PROPERTY**

- 19.** (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Licensee's tenancy.

(b) Should Licensee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.

(c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

**LICENSEE  
GUARANTEES**

- 20.** Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee and payable upon demand.

**End of Section 2**



**SECTION 3 – STANDARD PROVISIONS****PERMITS AND  
APPROVALS**

- 21.** The Parties agree that Licensee's ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third Party. State will cooperate with Licensee at no expense to State, in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to State.

**DEFAULT**

- 22.** Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Licensee's expense all property there from and to repossess and occupy the Premises. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever.

**COMPLIANCE  
WITH LAWS**

- 23.** Licensee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, State and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

**SECTION 3 – STANDARD PROVISIONS****FAILURE TO  
PERFORM**

- 24.** In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand.

**ASSIGNMENT,  
SUBLET, CHANGE  
IN USE**

- 25.** This Agreement may be sold, assigned or transferred by Licensee without any approval or consent of State to Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this License may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed.

**RIGHTS  
RESERVED BY  
STATE**

- 26.** (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

**AMERICANS WITH  
DISABILITIES ACT;  
UNRUH CIVIL  
RIGHTS ACT;  
DISABLED  
PERSONS ACT**

- 27.** Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

**SECTION 3 – STANDARD PROVISIONS****PROHIBITED  
USES**

- 28.** Licensee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Licensee is permitted at the Premises. Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Licensee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

**FIRE AND  
CASUALTY  
DAMAGES**

- 29.** State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

**AUDIT**

- 30.** Licensee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue Statements Licensee shall bear all costs associated with said audit.

Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Licensee understands the State is subject to the Public Records Act.

**ACTS OF NATURE**

- 31.** If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Licensee shall immediately notify State of such items and the date the replacement is complete.

**HAZARDOUS  
SUBSTANCE**

- 32.** Licensee agrees that it shall comply with all laws, federal, State, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

**SECTION 3 – STANDARD PROVISIONS****HAZARDOUS  
SUBSTANCE  
(CONT)**

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

**CONDITION OF  
PREMISES**

- 33.** (a) Licensee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Licensee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Licensee shall not call on State to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

**TAXES AND  
ASSESSMENTS**

- 34.** Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

**VACATING THE  
PREMISES**

- 35.** Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Licensee will schedule and perform a walkthrough with the Facility Manager to be sure the Premises is left in acceptable condition.

**NON-  
DISCRIMINATION**

- 36.** (a) In the performance of this License, Licensee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

**SECTION 3 – STANDARD PROVISIONS****NON-  
DISCRIMINATION  
(CONT)**

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the performance of this License, Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

**INSURANCE**

37. Prior to, or at License execution, Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's License Number (L-2986) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

**COMMERCIAL GENERAL LIABILITY**

Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

## SECTION 3 – STANDARD PROVISIONS

### INSURANCE (CONT)

#### **AUTOMOBILE LIABILITY**

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

#### **WORKERS' COMPENSATION**

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

#### **GENERAL REQUIREMENTS**

Licensee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Licensee shall notify State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Licensee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.



**SECTION 3 – STANDARD PROVISIONS****HOLD HARMLESS  
INDEMNIFICATION**

- 38.** Licensee agrees to indemnify and hold harmless State for any damage proximately caused by Licensee by reason of the Licensee's uses authorized in this License. Licensee shall not indemnify or hold State harmless for any claim or damages caused by State's sole negligence or willful misconduct, or any other claims or damages.

This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

**LOSSES**

- 39.** State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

**DEBT LIABILITY  
DISCLAIMER**

- 40.** State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Licensee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Licensee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assignees.

**RECORDING**

- 41.** Licensee shall not record this License a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.

**RELOCATION**

- 42.** (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against State for damages or other relief should the License be terminated and waives any such claims it may have.

(b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by Sublicensee.

**SECTION 3 – STANDARD PROVISIONS****RELOCATION  
(CONT)**

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the License that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Licensee, prior to the commencement of any construction implementing State's development plans, to relocate Licensee's Premises as defined in the License. In such case, State shall be responsible to reasonably coordinate with Licensee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Licensee within the facility grounds, State, upon one hundred eighty (180) days written notice, may require Licensee to leave State premises.

**SMOKING  
RESTRICTIONS**

- 43.** Smoking is not allowed in or upon the Premises. Licensee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

**AUTHORITY TO  
CONTRACT**

- 44.** Each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

**PARTNERSHIP  
DISCLAIMER**

- 45.** Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

**CEQA**

- 46.** Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).

**BANKRUPTCY**

- 47.** In no event shall this License or the leasehold estate become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Licensee; (c) a writ of execution is levied against this License or the leasehold estate; or (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.

**AMENDMENTS  
AND  
MODIFICATIONS**

- 48.** No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

**MUTUAL  
CONSENT**

- 49.** Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the Parties hereto in writing.



**SECTION 3 – STANDARD PROVISIONS**

- FORCE MAJEURE**      **50.** If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the Party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charge required of Licensee, except as may be expressly provided in this License.
- WAIVER**      **51.** If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee.
- Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.
- ENTIRE AGREEMENT**      **52.** This License and its exhibits constitute the entire agreement between State and Licensee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
- PARAGRAPH HEADINGS**      **53.** All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.
- SEVERABILITY**      **54.** If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.
- SEPARATE COUNTERPARTS**      **55.** This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.
- SUPERSEDURE**      **56.** This License supersedes and voids any prior license, License or agreement between State and Licensee identified in this License with regards to the Premises.
- BINDING**      **57.** The Terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

**SECTION 3 – STANDARD PROVISIONS****ESSENCE OF  
TIME**

- 58.** Time is of the essence for each and all of the provisions, covenants and conditions of this License.

**EXECUTIVE  
ORDER N-6-22 –  
RUSSIA  
SANCTIONS**

- 59.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**End of Section 3**

**IN WITNESS WHEREOF**, this License has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA  
APPROVED:**

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: \_\_\_\_\_  
**Trevor Johnson**, Assistant Chief  
State Owned Leasing and  
Development

**LICENSEE:**

PLUMAS COUNTY SHERIFF'S OFFICE  
a political subdivision of the State of California

By: \_\_\_\_\_  
**Todd Johns**, Sheriff

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

STATE OWNED LEASING AND  
DEVELOPMENT

By: \_\_\_\_\_  
**Kimberley Tsumura**  
Senior Real Estate Officer

**CONSENT:**

CALIFORNIA HIGHWAY PATROL

By: \_\_\_\_\_  
**J.D. Sacconi**  
Assistant Chief  
Administrative Services Division

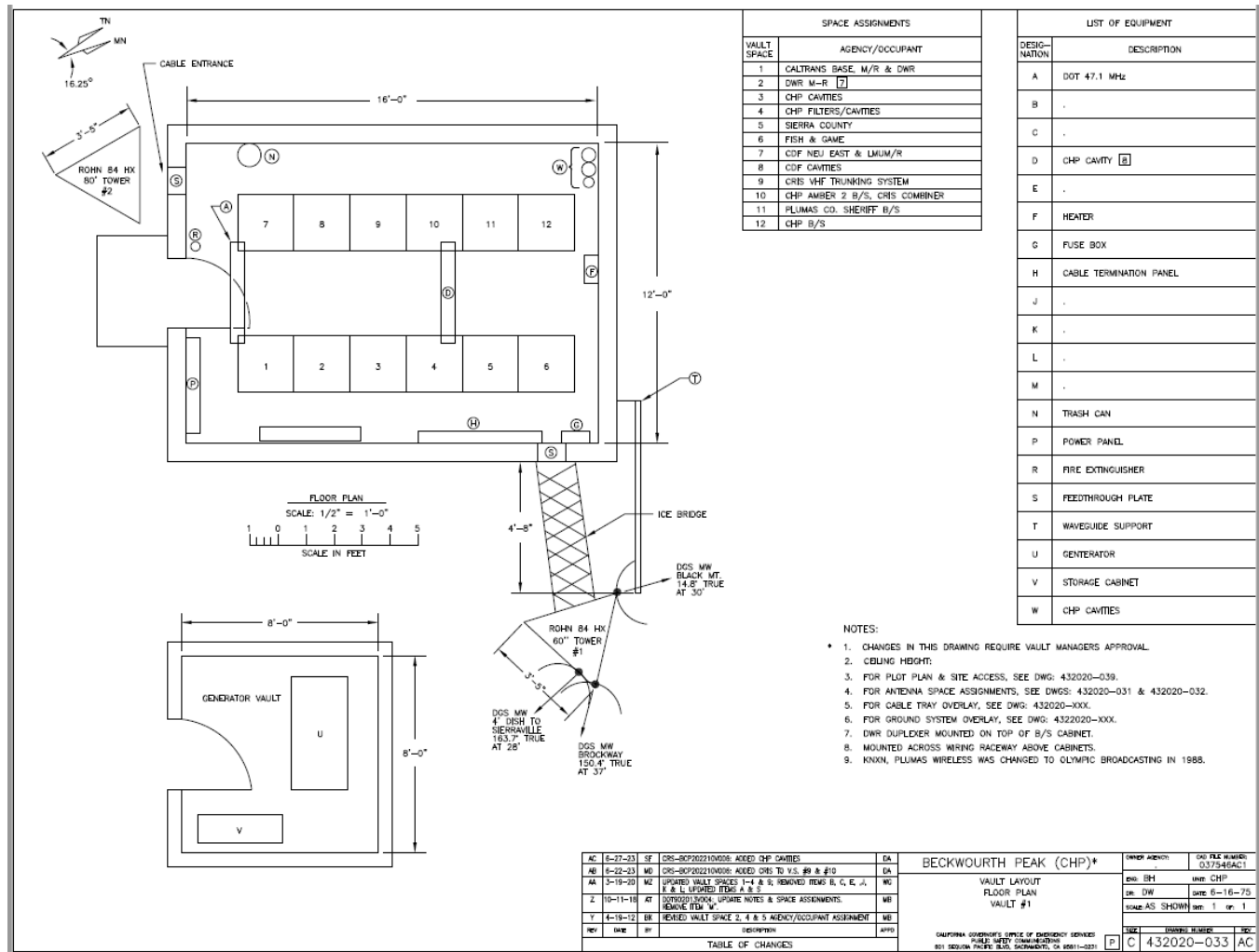
Exhibit A  
L-2986 Vault Layout  
(Page 1 of 2)

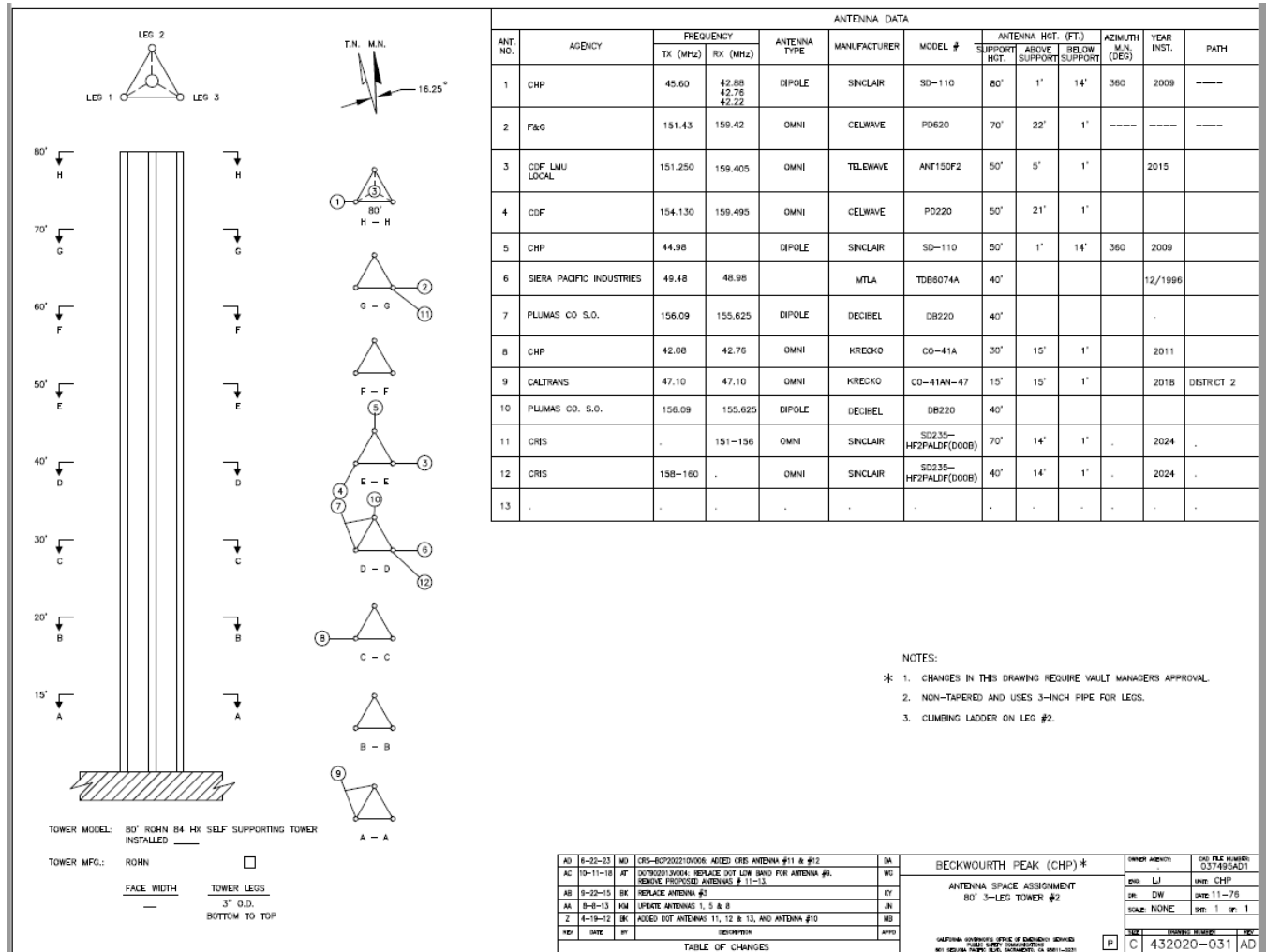
Exhibit A  
L-2986 Tower Layout  
(Page 2 of 2)

Exhibit B  
L-2986 Approved TD-311 Application  
(attached separately)



## APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the OES-PSC-311. These sheets must be completed, signed, and accompanied with the Technical Data Sheets.

**Applicant:**

Plumas County Public Works (L-2986)

(organization name)

1834 E Main Street

(address)

Quincy, CA 95971

(city, state, zip)

530-283-6268

(telephone number)

JoeBlackwell@countyofplumas.com

(email address)

In accordance with the attached Technical Data Sheet(s), the application is hereby made to:

- ☐ Establish New Lease
- ☐ Modify Lease - describe specific changes below
- ☐ Renew lease - with modification as stated below
- ☒ Renew lease (no changes, technical sheets must be completed)
- ☐ Lease square feet \_\_\_\_\_

Description of  
modification

For vault space and related antenna space at site: Mt Hough

Power requirements for operations of communications equipment are:

- ☒ Commercial and emergency power
- ☐ Commercial power only
- ☐ No power required

**NOTE:** Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly



**Person responsible for lease negotiations and submission of this application:**

Name Joe Blackwell

Address 1834 E Main St

City, State, and Zip Quincy, CA 95971

Telephone Number 530-283-6491

Email Address JoeBlackwell@countyofplumas.com

**Billing Information:**

Name Plumas County Public Works

Address 1400 E Main Street

City, State, and Zip Quincy, CA 95971

Telephone Number 530-283-6268

Email Address DamienFrank@countyofplumas.com

**It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.**

Applicant: Plumas County Public Works

By: Joe Blackwell

Title: Deputy Director

Date: 3/4/2024

Receipt of a non-refundable application fee in the amount is hereby acknowledged. \_\_\_\_\_

STATE OF CALIFORNIA Fee waived

By: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.





## TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: Mt. Hough (L-2986)

County: Plumas

Date: 3/4/2024

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Name Joe Blackwell

Address 1834 E Main St

City, State, and Zip Quincy, CA 95971

Telephone Number 530-283-6491

Email Address JoeBlackwell@countyofplumas.com

Date equipment desired to be in operation: currently in place

(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the Radio Service: Public Safety

FCC call sign of this installation: WRAH596

(Include a copy of the FCC license)

Type of operation:

☒ Base Station ☐ Mobile Relay ☐ Microwave Station ☐ Other \_\_\_\_\_

Additional rack space to be leased (in 1/3 rack increments): \_\_\_\_\_

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐ Wall Space ☒ Rack Space ☐ Floor Space (HxWxD, inches) \_\_\_\_\_

☐ Additional space not required



Space for battery facilities required, if any, including charger:

☐ Wall Space ☐ Radio Rack ☐ Floor Space (HxWxD, inches) \_\_\_\_\_

☒ Not required

Maximum power consumption: TRANSMIT Watts: 500 RECEIVE Watts: 200

Voltage:

☒ 110 Volts AC ☐ 12 Volts DC ☐ 48 Volts DC ☐ Other \_\_\_\_\_

### **EQUIPMENT DATA**

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

**FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.**

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

**TRANSMITTER #1** Power Output (W) 100

Frequency(s)

37.98 Mhz

☒ Existing

☐ Removing

☐ New

Make and Model

Commtronix Low Band Base Station

**RECEIVER #1** Power Output (W) -

Frequency(s)

37.98 Mhz

☒ Existing

☐ Removing

☐ New

Make and Model

Commtronix Low Band Base Station

**TRANSMITTER #2** Power Output (W) 2

Frequency(s)

465.1875 Mhz

☒ Existing

☐ Removing

☐ New

Make and Model

Motorola M1225 Base Station



**RECEIVER #2** Power Output (W) - \_\_\_\_\_

Frequency(s)  
460.1875 Mhz

☒ Existing ☐ Removing ☐ New

Make and Model  
Motorola M1225 Base Station

**TRANSMITTER #3** Power Output (W) \_\_\_\_\_

Frequency(s)

☒ Existing ☐ Removing ☐ New

Make and Model

**RECEIVER #3** Power Output (W) \_\_\_\_\_

Frequency(s)

☒ Existing ☐ Removing ☐ New

Make and Model  
Motorola MSF 5000

**TRANSMITTER #4** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model

**RECEIVER #4** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model



## ANTENNA DATA

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna Number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Custom Low band Ant	19'	1.5db	Omni	25'	E
2	Unk Man. UHF Yagi	2'	6db	120*	15'	E
3						
4						
5						
6						
7						

\* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

## AUXILIARY EQUIPMENT DATA

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

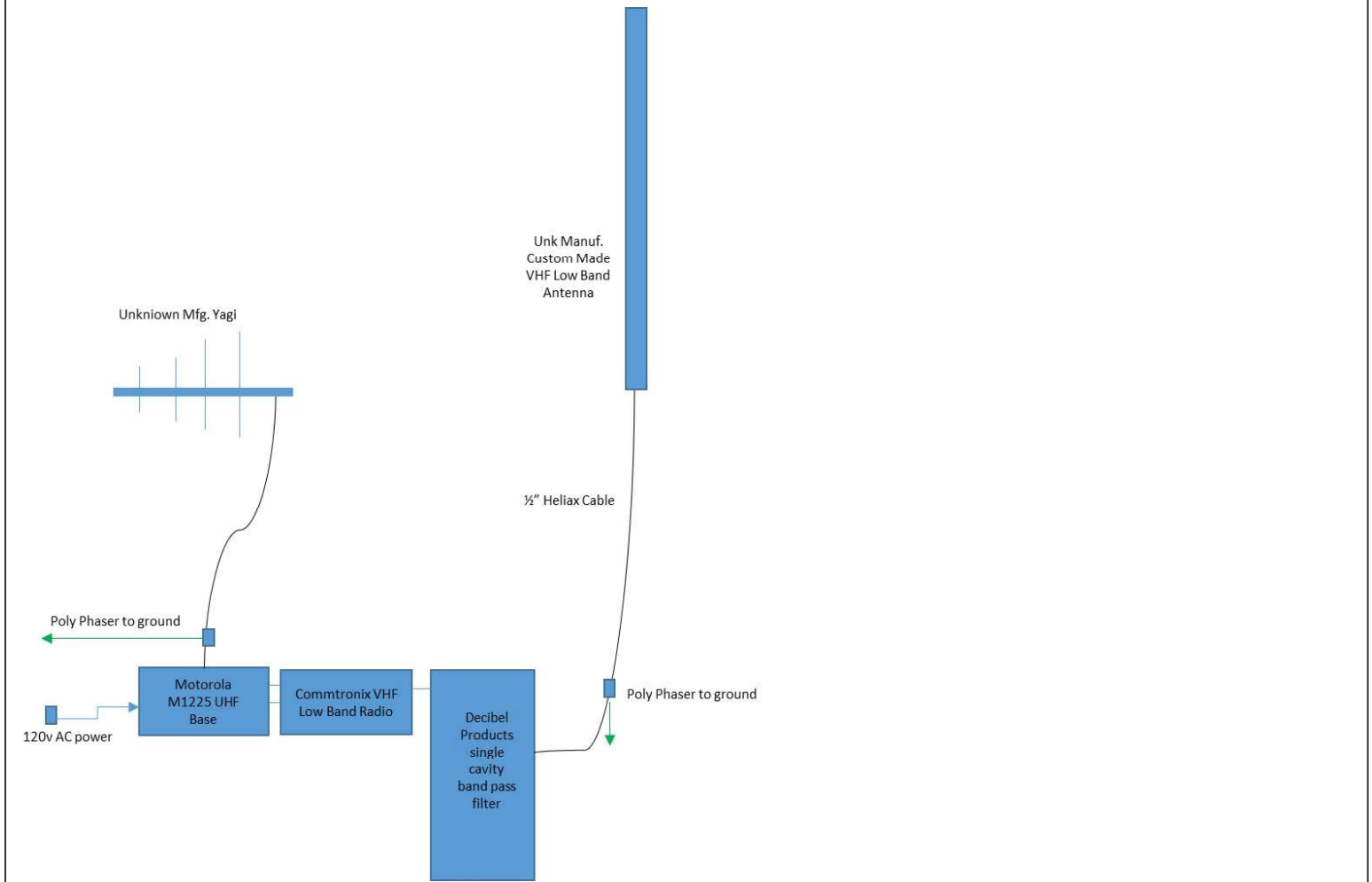
Decibel Products Band Pass Cavity Unk Model Number



## SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.

Insert block diagram





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## GENERAL INFORMATION

The State of California operates telecommunications facilities at numerous mountaintop locations throughout the State. These facilities were developed for use by State agencies requiring radio communications.

Space at these facilities is made available to other than State of California users when it is surplus to the State's requirements. As the space is limited, State of California agencies are always given first priority. Non-state applicants will be considered in the following order:

1. Federal government agencies
2. Local government agencies
3. Public utilities
4. Private sector entities

In making space available, the State of California attempts to recover its operating, maintenance, and management costs. Users are not guaranteed that State facilities will be accessible or operable at all times. Leases are generally issued for five-year periods; in some circumstances, the lease period may vary. Leases will be considered for renewal at the end of their term, subject to the space requirements of the State of California.

When requesting vault, tower, and/or ground space at a State-controlled site, an OES-PSC-311, Radio Vault Space Application (Non-State Users) must be completed. All applications submitted must include the non-refundable administrative application fee and technical analysis fee. The non-refundable administrative application fee is \$0. The non-refundable technical analysis fee is \$0. Application and fees are to be sent to the State agency controlling the vault.

(i.e. The California Department of Transportation, the California Highway Patrol, or the Cal OES - Governor's Office of Emergency Services (OES).)

Contact the appropriate State agency for specific details regarding their vault rates and leasing process. If it is unknown which State agency controls a specific site, call (916) 657-9237.

NOTE: When applying for the California Department of Forestry and Fire Protection controlled site, use a CDF Radio Vault Space Application, Non-State Users, OES-PSC-312.

The State must review, manage and engineer any proposed installations. Once a new, renewal, or modification OES-PSC-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Cal OES - Governor's Office of Emergency Services, Public Safety Communications (PSC) for technical analysis. A study will be performed to determine the impact of the application on the existing users at the site. Based on the study, the technical analysis will include specific recommendations to the controlling State agency. If serious technical difficulties are found, OES-PSC will recommend to the State agency to cancel the OES-PSC-311 application. In cooperation with the applicant, the State will attempt to meet all users' operational requirements.

**Any subsequent labor time or material costs required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the OES-PSC current rates.**

Applicants will be notified by the Department of General Services (DGS), Real Estate Service Division (RESA) of the amount due prior to occupancy of the vault. No further processing of the application will take place until written approval of these expenses, as well as a commitment to pay, is received from the applicant by RESA. **NOTE:** Modification of site-master antenna or combining systems may NOT be done by a tenant.



Such modifications must be designed by OES-PSC engineering and installed by OES-PSC-approved technician resources.

NOTE: The addition or deletion of any transmitting or receiving frequencies, antennas, or equipment is considered a modification and requires the submitting of a OES-PSC-311 application, the non-refundable administrative and technical analysis fees to the State agency. (Approval is required by the State agency **prior** to the proposed changes taking place in the facility.)

It shall be understood by all applicants that the State is NOT obligated to upgrade any facility to accommodate any lessee. Any improvement required prior to the entry shall be the sole financial responsibility of the lessee. The lessee shall be notified in writing of the upgrades required to accommodate their installation, and payment for these upgrades must be arranged prior to the installation of any such equipment. Any said improvements, including the installation or modification of site-master antenna, combining, or power systems, shall remain the property of the State agency unless otherwise stipulated in the lease. NOTE: This excludes the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee and not part of a master-site arrangement.

The OES-PSC-311/312 application consists of "Application" sheets and "Technical Data" sheets. Please complete, sign, and return the Application and Technical Data sheets to make a formal application. Please note for **New Applicants** that the information on the "Technical Data Sheets" shall reflect what the applicant desires to install at the facility. For **Existing Tenants**, that the information on the "Technical Data Sheets" shall reflect the tenants installed equipment and equipment changes (new installations, removals, etc.). Upon completion of the engineering analysis of the application, the tenant's actual installation requirements may require some design changes to ensure the integrity of the State's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease agreement.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission, complete with an additional non-refundable application fee. Processing time will also be delayed accordingly.

Please attach separate sheets for any remarks or special comments required.





### **TECHNICAL REQUIREMENTS FOR STATE-CONTROLLED SITES**

The following are the maximum radio frequency power outputs for radio equipment in State-controlled facilities:

<b>RADIO SERVICE</b>	<b>FREQUENCY RANGE</b>	<b>MAXIMUM TRANSMITTER POWER OUTPUT TO ANTENNA</b>
<b>FM Broadcast</b>	88-108 MHz	1000 watts
<b>Television Broadcast</b>	54-72 MHz, 76-88 MHz, 174-216 MHz, 470-698 MHz	500 watts
<b>AM Broadcast</b>	535-1705 kHz	10 watts
<b>VHF Low Band</b>	28-54 MHz	120 watts
<b>VHF Mid Band</b>	72-76 MHz	50 watts
<b>VHF High Band and UHF</b>	136-512 MHz	150 watts
<b>700/800/900 Band</b>	698-952 MHz	125 watts
<b>Point to Point Microwave</b>	952-960 MHz	20 watts
<b>Point to Point Microwave</b>	1700-2600 MHz	10 watts
<b>Licensed wireless and mobile telephone</b>	1805-2690 MHz	50 watts
<b>Point to Point Microwave</b>	2.6-40 GHz	3 watts

The following additional standards must be adhered to for any installation at a State-controlled site:

1. A copy of the FCC license or NTIA authorization, or an approved and completed "FCC ID tag", along with the name and phone number of the person responsible must be posted on each transmitter.
2. Control stations and "inverted pairs" on FCC-designated repeater channels will generally not be allowed at a site.
3. Only transmitters authorized by the FCC for that service, designed for use in a high-RF, multi-user environment will be allowed to be installed at a site. All equipment shall be installed and operated in accordance with the site lessor's authorization and approval.
4. Transmitters and receivers will be combined and/or multi-coupled to the maximum extent possible, consistent with the specific system performance requirements of the lessee. A one-time "site assessment" cost may be incurred.
5. All systems NOT connected to the lessor's combining network must be installed to comply with site standards, require lessor's prior engineering approval and meet the following minimum requirements:



- a) Each transmitter shall have a protective isolator, harmonic filter, and band-pass cavity (BPC) which meets the minimum attenuation levels listed in Table I. The isolator and harmonic filter shall precede the BPC in the transmit path;
- b) Pass/Reject or notch-type duplexers must include a BPC meeting the requirements in Table I in the transmit leg prior to the duplexer input port;
- c) Additional filters, BPC's, isolators and other hardware may be required at the lessee's expense to correct site problems as a result of the lessee's installation;
- d) RF cabling between pieces of equipment within a rack shall be of double-shielded or solid outer conductor variety, such as RG-214, RG-142 or RG-400 cables. NOTE: In general, cabling supplied within a manufacturer's piece of equipment is sufficient to meet this requirement. In some circumstances, however, it may become necessary to modify the equipment to meet the special needs of the site;
- e) RF cabling between racks of equipment in a vault, including cables to and from combining equipment and antenna feed-through ports, shall be of the solid outer conductor variety. In general, all receive lines within the vault shall be 1/4" or 1/2" diameter, such as Andrew FSJ1-50B, FSJ4-50B or equivalent; all transmit lines within the vault shall be 1/2" diameter, such as Andrew FSJ4-50B or equivalent. All feedlines outside the vault, such as between the antenna pigtail and the lightning arrestor plate, shall be at least 1/2" diameter solid-shield cable equivalent to Andrews LDF4-50A HELIAX;
- f) RF connectors on transmit cables shall be Type "N" wherever possible unless the particular piece of manufacturer's equipment has another type of connector installed. RF connectors on receive cables MAY be Type "BNC", although Type "N" is highly recommended. Again, if the manufacturer's equipment has another type of connector installed, this type of connector is acceptable for that junction;
- g) Tiewraps designed for external use, such as the Panduit "76" series TEFZEL cable tie, or another insulated clamp or strap shall be used to secure transmission lines to towers and/or cable ladders. Rubber "donut"-type hangers such as those manufactured by Microflect are also acceptable to be used to secure transmission lines. **Metal clamps, "wraplock", "Band-It" ties, or similar metal strapping for attaching feedlines to a mounting structure is prohibited at State facilities.** If the facility has a wood-pole structure for mounting antennas, the use of utility pipe clamps or conduit clamps is permitted for fastening the feedline to the structure;
- h) State telecommunications facilities are generally designed to accommodate equipment housed in 7'6" tall open frame relay racks, such as the Chatsworth model 46050-505 rack. Racks shall be fastened to the floor with an approved anchor, and connected to an overhead cable tray via an approved method, such as via a length of Chatsworth 11450-001 framing channel and using "J-bolt" kits. A rack elevation diagram is attached to illustrate how equipment will be housed in the 7'6" rack. Complete/return this diagram with the application form;
- i) Most State telecommunications sites have extensive lightning and surge protection systems installed, including lightning arrestor mounting panels. All transmission lines must enter and exit the vault via one of these entry panels using the approved method outlined in the technical requirements of the lease document;



- j) All equipment installed in a State telecommunication site must be connected to the site's ground system. Generally, a ground pigtail will be supplied in the cable tray above the equipment rack. All connections to the ground system must be made via compression fittings or bolted joints. "Split-bolt" connectors are unacceptable as junctions;
- k) All antenna mounts shall be hot-dip-galvanized, and all mounting hardware shall be either hot-dip-galvanized or stainless-steel. Electro-galvanized or plated material for mounting of antennas is not permissible. The use of aluminum for mounting cross-arms or cross-over plates is allowed. At sites where wood pole structures are used, it is not permitted to drill holes through the poles to mount antennas or cross-arms. The only acceptable method of mounting an antenna to such a structure is via a "collar" that clamps around the entire circumference of the pole, sandwiching the pole inside. Such a collar must also be hot-dip-galvanized in construction and use galvanized or stainless-steel hardware.

**TABLE ONE**

<b>FREQUENCY BAND</b>	<b>ISOLATOR REVERSE ISOLATION</b>	<b>BPC ATTENUATION AT FREQUENCY FROM CARRIER</b>
<b>28-54 MHz</b>	15 dB	20 dB at 600 kHz
<b>72-76 MHz</b>	25 dB	20 dB at 600 kHz
<b>136-174 MHz</b>	25 dB	30 dB at 2 MHz
<b>406-512 MHz</b>	25 dB	15 dB at 2 MHz
<b>698-960 MHz</b>	25 dB	20 dB at 10 MHz

## TELECOMMUNICATIONS VAULT/TOWER LICENSE

Location of Licensed Premises: Beckwourth Peak Radio Site Plumas County	License No.: L-2898 Project No.: 5794
Agency: California Highway Patrol Real Property Number: 10957 SPI Number: 140	Licensee: Plumas County Sheriff's Office

This License Agreement, hereinafter referred to as "License", dated October 29, 2024, for reference purposes only, by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and Plumas County, a political subdivision of the State of California, acting through its Sheriff's Office, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

**RECITALS**

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the State not exceeding five (5) acres for a period not to exceed twenty-five (25) years, to governmental entities to further the State's mission for providing emergency services; and

WHEREAS, pursuant to terms of its underlying Lease with Anna Harvey, commencing October 1, 2008 and expiring September 30, 2038, State has under its jurisdiction certain real property containing telecommunication facilities in the County of Plumas, State of California, commonly referred to as "Beckwourth Peak"; and

WHEREAS, pursuant to the above Lease, the State may sublet the Beckwourth Peak property leased by the State, if the State deems such subletting is in the best interest of the State; and

WHEREAS, this License used to be under L-0793A as part of a reciprocal agreement with the County; however, State no longer enters into reciprocal agreements, so a new file number was issued which will stand on its own; and

WHEREAS, it is in the best interest of State that such License be consummated between State and Licensee within the terms and conditions herein contained;

NOW THEREFORE, the Parties agree to the provisions of the License set forth herein as follows:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions

**SECTION 1 – SITE SPECIFIC PROVISIONS****WITNESSETH:****PROPERTY  
DESCRIPTION**

1. State does hereby License to Licensee, and Licensee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Beckwourth Peak Telecommunications site, County of Plumas, State of California, as outlined in Exhibit "A", consisting of two (2) pages, attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

**Licensee's Facilities:** a portion of the vault and tower space owned by CHP, consisting of and described in Licensee's "Radio Vault Space Application" (State Form TD-311), dated May 2, 2024 and approved June 11, 2024, attached as Exhibit B, and further described as a portion of the Southwest Quarter of the Southeast Quarter of Section 8, Township 22 North, Range 14 East, M.D.M.

**Vault Area:** One half (1/2) rack in space 11 in the CHP owned vault.

**Antenna Spaces on the State-owned Tower:** two (2) Omni Dipole antennas at the 40' level on the 80' CHP owned tower.

Further described to be located at West $\frac{1}{2}$ , Southwest $\frac{1}{4}$ , Southeast $\frac{1}{4}$ , of Section 8, Township 22 North, Range 14 East, Mount Diablo Base and Meridian, N 39°46.143', W 120°26.197'.

**USE**

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this License, and for no other reason whatsoever.

**MASTER  
GROUND LEASE**

3. State and Licensee acknowledge and agree that State's rights are pursuant to the underlying Telecommunications Ground Lease (Master Lease) between Lessor, Anna Harvey, and State, which expires on September 30, 2038, as Amended through Amendment No. 1 dated October 9, 2017, available upon request. Licensee and State agree to be bound by said "Master Lease" and any Amendments, as applicable to the access and occupancy of the Site.

**TERM**

4. (a) The initial Term of this License shall be for ten (10) years, commencing on October 1, 2024, and expiring September 30, 2034. Licensee shall have one (1) successive option of four (4) years to extend the Term of the License, October 1, 2034 through September 30, 2038, with such rights of termination as may be hereinafter expressly set forth.

Unless Licensee gives written notice by August 1<sup>st</sup> prior to the License expiration date that it will not exercise its option, an extension shall be deemed automatically exercised. If fully extended, the last option will end September 30, 2038.

All other provisions of the License shall remain the same unless either Party notifies the other in writing one hundred eighty (180) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

**SECTION 1 – SITE SPECIFIC PROVISIONS****PAYMENTS**

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Telecom Lease Rate Guidelines. Licensee shall make payments for the Premises, monthly in advance, to State within ten (10) days of each month as identified in the rent schedule below, rounded to the nearest dollar:

Start Date		End Date	Payment/Mo
<b>Initial Term</b>			
October 1, 2024	to	September 30, 2025	\$251.00
October 1, 2025	to	September 30, 2026	\$258.00
October 1, 2026	to	September 30, 2027	\$266.00
October 1, 2027	to	September 30, 2028	\$274.00
October 1, 2028	to	September 30, 2029	\$282.00
October 1, 2029	to	September 30, 2030	\$291.00
October 1, 2030	to	September 30, 2031	\$299.00
October 1, 2031	to	September 30, 2032	\$308.00
October 1, 2032	to	September 30, 2033	\$318.00
October 1, 2033	to	September 30, 2034	\$327.00
<b>First option</b>			
October 1, 2034	to	September 30, 2035	\$337.00
October 1, 2035	to	September 30, 2036	\$347.00
October 1, 2036	to	September 30, 2037	\$358.00
October 1, 2037	to	September 30, 2038	\$368.00

Rent Payments shall be made payable to:

California Highway Patrol  
Accounts Receivables (L-2898)  
P. O. Box 942898  
Sacramento, CA 94298-0001

(b) Pursuant to Section 1, Clause 4 (Term) above, this License provides for options to extend the term of the License.

Should Licensee exercise its option to extend the term of this License, the annual rent for each renewal option period may be reevaluated at the current market rate pursuant to the telecom lease rate guidelines. Absent a market rate increase, rents will increase at a rate of three percent (3%) per year during each renewal period, rounded to the nearest dollar, pursuant to the rent schedule above.

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

**EARLY  
TERMINATION**

6. State and Licensee agree that either Party may terminate this License at any time during the term hereof by giving written notice to the other Party ninety (90) days prior to the date when such termination shall become effective. If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination.



**SECTION 1 – SITE SPECIFIC PROVISIONS****EARLY  
TERMINATION  
(CONT)**

State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the “Notices” provisions of this License.

**UTILITIES**

7. State makes no guarantee as to the reliability of the electrical services. State shall supply and Licensee shall receive commercial power service, as well as emergency standby power service from State’s generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State’s use at the facility.

State shall have the right to periodically review Licensee’s usage of power. If usage is determined to be excessive, Licensee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Licensee cost.

State makes no guarantees as to continued reliability of generator’s standby power service. State shall not be liable to Licensee or third Parties for failure to provide electricity due to rolling blackouts or other causes beyond State’s control. Licensee shall comply with energy conservation measures, Governor’s Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

**NOTICES**

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with License Number L-2898 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

State**Department of General Services**

Real Estate Services Division

Lease Management, L-2898

707 3rd Street, 5<sup>th</sup> Floor

West Sacramento, CA 95605

Office: (916) 375-4171

Email: [Leasemanagement@dgs.ca.gov](mailto:Leasemanagement@dgs.ca.gov)

*With Copies to:***California Highway Patrol**

Telecommunications Section – Leasing

601 N. 7<sup>th</sup> Street - Building C

Sacramento, CA 95811-0208

Phone: (916) 843-4200

Email: [chptelecomleasing@chp.ca.gov](mailto:chptelecomleasing@chp.ca.gov)

**SECTION 1 – SITE SPECIFIC PROVISIONS****NOTICES  
(CONT)**

To Licensee:     **County of Plumas**  
Attn: Sheriff's Office  
1446 East Main Street  
Quincy, CA 95971  
Phone: (530) 283-74401  
Email: [sheriff@pcso.net](mailto:sheriff@pcso.net)

*With Copies to:*   **Plumas County Administrative Officer**  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6446

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Licensee is obligated to notify all State of California offices listed below. The failure to provide written notice to all such offices will be deemed to constitute a lack of notice.

**IMPROVEMENTS  
AND  
MODIFICATIONS**

9. Licensee at its sole cost and expense may, subject to the fees assessed Licensee for changes as Stated in Section 2, Paragraph 14, "Technical Analysis Fees" and Section 2, Paragraph 15, "License Modification Fees" hereof, from time to time during its tenancy of the Premises:

(a) Connect wires and equipment to lines adjoining the Premises. All work done by Licensee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install, and use in, upon, and under, and remove from the Premises such wires, equipment, and other property of whatsoever kind and nature as Licensee deems necessary consistent with the purpose of this License as set forth in the "Use" Section hereof.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

(d) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.



**SECTION 1 – SITE SPECIFIC PROVISIONS****IMPROVEMENTS  
AND  
MODIFICATIONS  
(CONT)**

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Licensee and will not relieve Licensee of the obligation of complying with any and all terms and conditions of this License; Licensee shall notify State thirty (30) days prior to the actual construction.

**HOLDING OVER &  
LICENSE  
RENEWAL**

- 10.** With the exception of the License extension option periods described in “Term” Clause of this License, any holding over by Licensee after expiration or termination of this License shall not be considered as a renewal or extension of this License.

The occupancy of the Premises after the expiration or termination of this License shall constitute a month-to-month tenancy, and all other terms and conditions of this License shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject to a rent increase of three percent (3%) of the ending rent, rounded to the nearest dollar, payable monthly in advance.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term Stated above or as said term is reduced as provided herein.

**CLEAR TITLE**

- 11.** At the termination of this License or in the event of a breach of the terms of this License by Licensee resulting in the early termination of this License, Licensee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

**End of Section 1**

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****ROAD ACCESS  
AND FEES**

- 12.** Licensee shall at all times during the term of this License have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the Premises 24 hours a day, 7 days a week from the terminus of the access road to the above-described Premises.

Should Licensee's access be unavailable for any reason, State agrees to work diligently with Licensee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

Only Licensee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Licensee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

Licensee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Licensee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

**CHANGE IN  
EQUIPMENT**

- 13.** Licensee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Clause 9, Improvements & Modifications; Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees. Said "TD-311 Application" is available upon request.

Licensee shall not cause or permit any change of any equipment installed by Licensee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees.

**TECHNICAL  
ANALYSIS FEES**

- 14.** Any change in Licensee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 17 of this Section 2. To initiate approval for a change or modification of equipment, Licensee must first contact CHP to obtain a current TD-311 application form. Licensee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

**LICENSE  
MODIFICATION  
FEES**

- 15.** An administration fee may be assessed for any action originated by Licensee requiring License administration staff work by State, such as but not limited to, name changes, assignments of License or changes in equipment which result in an amendment to, or assignment of this License.

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****LICENSE  
MODIFICATION  
FEES  
(CONT)**

To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Licensee will be required to remit the administration fee to State's address listed in the "Notices" Section of this License or otherwise directed in writing.

**ELECTRONIC  
EQUIPMENT  
STANDARDS**

- 16.** With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: Licensee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements.

If Licensee was in occupation under a previous License, Licensee shall have one hundred and ninety (90) days from the commencement of this License to conform to any new site standards. Licensee shall display on each piece of equipment the emergency contact information.

Licensee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

**ELIMINTAION OF  
INTERFERENCE**

- 17.** (a) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Licensee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Licensee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this License and evict Licensee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by a qualified technical person representing Licensee and a representative designated by State.

If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Licensee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this License and evict Licensee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of License and eviction of Licensee.

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****WORKMANSHIP  
STANDARDS**

- 18.** The installation and maintenance of the electronic equipment of Licensee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State and be satisfactory to State.

**DISPOSITION OF  
LICENSEE'S  
PERSONAL  
PROPERTY**

- 19.** (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Licensee's tenancy.
- (b) Should Licensee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.
- (c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

**LICENSEE  
GUARANTEES**

- 20.** Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee and payable upon demand.

**End of Section 2**

**SECTION 3 – STANDARD PROVISIONS****PERMITS AND  
APPROVALS**

- 21.** The Parties agree that Licensee's ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third Party. State will cooperate with Licensee at no expense to State, in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to State.

**DEFAULT**

- 22.** Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Licensee's expense all property there from and to reposess and occupy the Premises. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever.

**COMPLIANCE  
WITH LAWS**

- 23.** Licensee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, State and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

**SECTION 3 – STANDARD PROVISIONS****FAILURE TO  
PERFORM**

- 24.** In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand.

**ASSIGNMENT,  
SUBLET, CHANGE  
IN USE**

- 25.** This Agreement may be sold, assigned or transferred by Licensee without any approval or consent of State to Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this License may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed.

**RIGHTS  
RESERVED BY  
STATE**

- 26.** (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

**AMERICANS WITH  
DISABILITIES ACT;  
UNRUH CIVIL  
RIGHTS ACT;  
DISABLED  
PERSONS ACT**

- 27.** Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

**SECTION 3 – STANDARD PROVISIONS****PROHIBITED  
USES**

- 28.** Licensee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Licensee is permitted at the Premises. Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Licensee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

**FIRE AND  
CASUALTY  
DAMAGES**

- 29.** State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

**AUDIT**

- 30.** Licensee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue Statements Licensee shall bear all costs associated with said audit.

Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Licensee understands the State is subject to the Public Records Act.

**ACTS OF NATURE**

- 31.** If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Licensee shall immediately notify State of such items and the date the replacement is complete.

**HAZARDOUS  
SUBSTANCE**

- 32.** Licensee agrees that it shall comply with all laws, federal, State, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.



**SECTION 3 – STANDARD PROVISIONS****HAZARDOUS  
SUBSTANCE  
(CONT)**

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

**CONDITION OF  
PREMISES**

- 33.** (a) Licensee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Licensee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Licensee shall not call on State to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

**TAXES AND  
ASSESSMENTS**

- 34.** Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

**VACATING THE  
PREMISES**

- 35.** Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Licensee will schedule and perform a walkthrough with the Facility Manager to be sure the Premises is left in acceptable condition.

**NON-  
DISCRIMINATION**

- 36.** (a) In the performance of this License, Licensee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.



**SECTION 3 – STANDARD PROVISIONS****NON-  
DISCRIMINATION  
(CONT)**

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the performance of this License, Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

**INSURANCE**

- 37.** Prior to, or at License execution, Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's License Number (L-2898) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

**COMMERCIAL GENERAL LIABILITY**

Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

## SECTION 3 – STANDARD PROVISIONS

### INSURANCE (CONT)

#### **AUTOMOBILE LIABILITY**

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

#### **WORKERS' COMPENSATION**

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

#### **GENERAL REQUIREMENTS**

Licensee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Licensee shall notify State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Licensee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

**SECTION 3 – STANDARD PROVISIONS****HOLD HARMLESS  
INDEMNIFICATION**

- 38.** Licensee agrees to indemnify and hold harmless State for any damage proximately caused by Licensee by reason of the Licensee's uses authorized in this License. Licensee shall not indemnify or hold State harmless for any claim or damages caused by State's sole negligence or willful misconduct, or any other claims or damages.

This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

**LOSSES**

- 39.** State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

**DEBT LIABILITY  
DISCLAIMER**

- 40.** State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Licensee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Licensee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assignees.

**RECORDING**

- 41.** Licensee shall not record this License a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.

**RELOCATION**

- 42.** (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against State for damages or other relief should the License be terminated and waives any such claims it may have.

(b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by Sublicensee.

**SECTION 3 – STANDARD PROVISIONS****RELOCATION  
(CONT)**

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the License that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Licensee, prior to the commencement of any construction implementing State's development plans, to relocate Licensee's Premises as defined in the License. In such case, State shall be responsible to reasonably coordinate with Licensee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Licensee within the facility grounds, State, upon one hundred eighty (180) days written notice, may require Licensee to leave State premises.

**SMOKING  
RESTRICTIONS**

- 43.** Smoking is not allowed in or upon the Premises. Licensee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

**AUTHORITY TO  
CONTRACT**

- 44.** Each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

**PARTNERSHIP  
DISCLAIMER**

- 45.** Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

**CEQA**

- 46.** Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).

**BANKRUPTCY**

- 47.** In no event shall this License or the leasehold estate become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Licensee; (c) a writ of execution is levied against this License or the leasehold estate; or (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.

**AMENDMENTS  
AND  
MODIFICATIONS**

- 48.** No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

**MUTUAL  
CONSENT**

- 49.** Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the Parties hereto in writing.

**SECTION 3 – STANDARD PROVISIONS**

- FORCE MAJEURE**      **50.** If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the Party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charge required of Licensee, except as may be expressly provided in this License.
- WAIVER**      **51.** If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee.
- Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.
- ENTIRE AGREEMENT**      **52.** This License and its exhibits constitute the entire agreement between State and Licensee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
- PARAGRAPH HEADINGS**      **53.** All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.
- SEVERABILITY**      **54.** If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.
- SEPARATE COUNTERPARTS**      **55.** This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.
- SUPERSEDURE**      **56.** This License supersedes and voids any prior license, License or agreement between State and Licensee identified in this License with regards to the Premises.
- BINDING**      **57.** The Terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

## SECTION 3 – STANDARD PROVISIONS

### ESSENCE OF TIME

- 58.** Time is of the essence for each and all of the provisions, covenants and conditions of this License.

### EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

- 59.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

### End of Section 3

**IN WITNESS WHEREOF**, this License has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA  
APPROVED:**

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: \_\_\_\_\_  
**Trevor Johnson**, Assistant Chief  
State Owned Leasing and  
Development

**LICENSEE:**

PLUMAS COUNTY SHERIFF'S OFFICE  
a political subdivision of the State of California

By: \_\_\_\_\_  
**Todd Johns**, Sheriff

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

STATE OWNED LEASING AND  
DEVELOPMENT

By: \_\_\_\_\_  
**Kimberley Tsumura**  
Senior Real Estate Officer

**CONSENT:**

CALIFORNIA HIGHWAY PATROL

By: \_\_\_\_\_  
**J.D. Sacconi**  
Assistant Chief  
Administrative Services Division

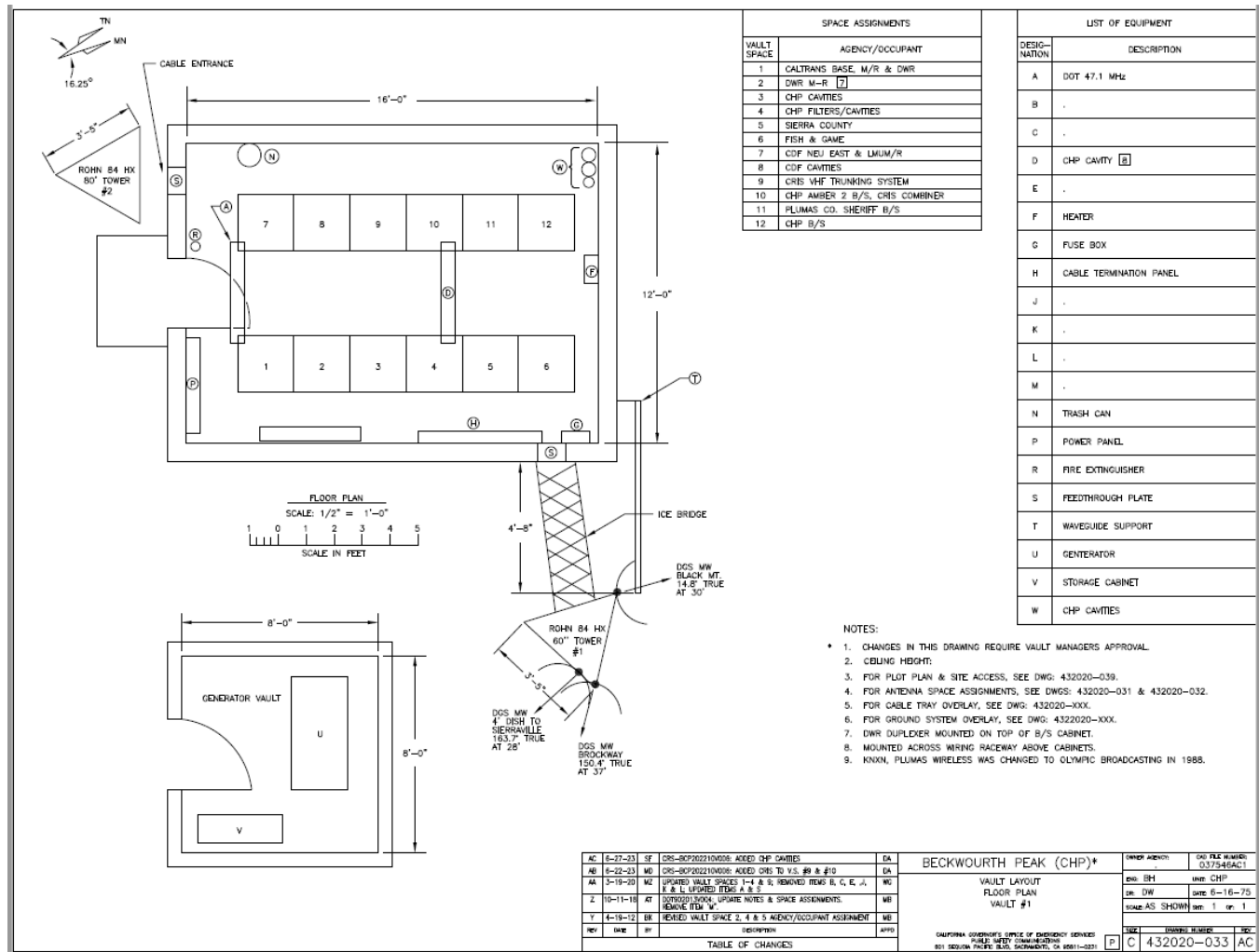
Exhibit A  
L-2898 Vault Layout  
(Page 1 of 2)



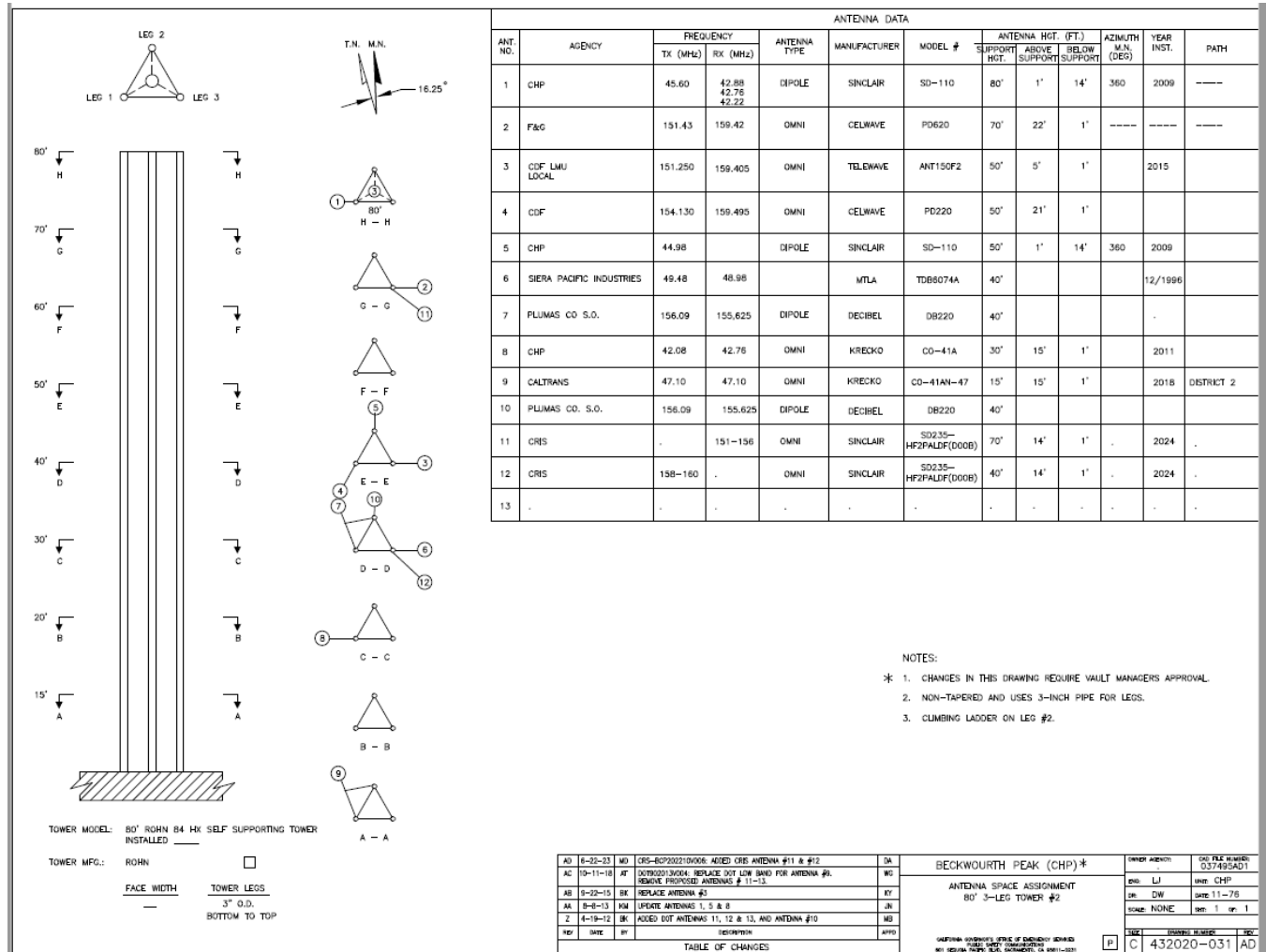
Exhibit A  
L-2898 Tower Layout  
(Page 2 of 2)

Exhibit B  
L-2898 Approved TD-311 Application  
(attached separately)



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M E M O R A N D U M

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**Date:** June 11, 2024

**To:** Clint Beloberk, Captain  
Telecommunications Section  
California Highway Patrol  
601 North 7th Street  
Sacramento, CA 95811

G-20

**From:** Yolanda Villasenor, Telecommunications Systems Manager I (Supervisor)  
Public Safety Communications

**Subject:** Radio Vault Space Application (TD-311) Non-State User – Renewal  
Plumas County Sheriff's Office – L-2898  
Beckwourth Peak, Plumas County  
CHP-TEL 002429

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A technical analysis of the attached TD-311, Radio Vault Space Application for the Plumas County Sheriff's Office has been completed. The Plumas County Sheriff's Office is requesting to renew their lease at Beckwourth Peak.

Transmit

156.09 MHz (existing)

Receive

155.625 MHz (existing)

The Plumas County Sheriff's Office will continue to occupy rack space 11. See attached Vault Layout Floor Plan drawing 432020-033.

The Plumas County Sheriff's Office will continue to occupy antenna space 7 & 10. See attached Antenna Space Assignment drawing 432020-031.

The Plumas County Sheriff's Office will continue to use commercial and emergency power.

An intermodulation interference report shows a potential for the Plumas County Sheriff's Office equipment to cause interference to the Emergency Medical Net receivers. However, the two sets of equipment have been operating concurrently for several years with no reports of interference.

The Office of Emergency Services, Public Safety Communications-Special Projects Unit has reviewed the information provided and finds no technical reason to deny this application.

Based on information shown on the application, the Office of Emergency Services, Public Safety Communications technically approves this application. If at any time interference becomes a problem, it will be the responsibility of the Plumas County Sheriff's Office to resolve.

Please contact Keith Estes, Senior Telecommunications Engineer at (916) 894-5137 or by email at [keith.estes@caloes.ca.gov](mailto:keith.estes@caloes.ca.gov) if you have any questions.

#### Attachments

cc: Steven Higa, Senior Telecommunications Engineer, CHP Unit  
George A. Cassell, Telecommunications Leasing Manager, CHP  
Betty Holland, Telecommunications Systems Analyst II, CHP  
Dong Lu, Associate Governmental Program Analyst, CHP  
Shafia S. Mohammed, Associated Government Program Analyst, CHP



### APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the OES-PSC-311. These sheets must be completed, signed, and accompanied with the Technical Data Sheets.

**Applicant:**

Plumas County Sheriff's Office (L-2898)

(organization name)

1400 E Main Street

(address)

Quincy, CA 95971

(city, state, zip)

530-283-7440

(telephone number)

mgrant@pcso.net

(email address)

In accordance with the attached Technical Data Sheet(s), the application is hereby made to:

- ☐ Establish New Lease
- ☐ Modify Lease - describe specific changes below
- ☐ Renew lease - with modification as stated below
- ☒ Renew lease (no changes, technical sheets must be completed)
- ☐ Lease square feet \_\_\_\_\_

Description of  
modification

For vault space and related antenna space at site: Beckwourth Peak

Power requirements for operations of communications equipment are:

- ☒ Commercial and emergency power
- ☐ Commercial power only
- ☐ No power required

**NOTE:** Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly





**Person responsible for lease negotiations and submission of this application:**

Name Mike Grant  
Address 1400 E Main St  
City, State, and Zip Quincy, CA 95971  
Telephone Number 530-283-7440  
Email Address mgrant@pcso.net

**Billing Information:**

Name Plumas County Sheriff's Office  
Address 1400 E Main Street  
City, State, and Zip Quincy, CA 95971  
Telephone Number 530-283-6396  
Email Address Roni@pcso.net

**It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.**

Applicant: Plumas County Sheriff's Office

By: Mike Grant

Title: Communications Coordinator

Date: 5/2/2024

Receipt of a non-refundable application fee in the amount is hereby acknowledged. \_\_\_\_\_

STATE OF CALIFORNIA Fee waived

By: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.



### TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: Beckwourth Peak

County: Plumas

Date: 3/4/2024

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Name Mike Grant

Address 1400 E Street

City, State, and Zip Quincy, CA 95971

Telephone Number 530-283-7440

Email Address mgrant@pcso.net

Date equipment desired to be in operation: currently in place

(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the Radio Service: Land Mobile

FCC call sign of this installation: KFN577

(Include a copy of the FCC license)

Type of operation:

☐ Base Station ☒ Mobile Relay ☐ Microwave Station ☐ Other \_\_\_\_\_

Additional rack space to be leased (in 1/3 rack increments): \_\_\_\_\_

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐ Wall Space ☒ Rack Space ☐ Floor Space (HxWxD, inches) \_\_\_\_\_

☐ Additional space not required



Space for battery facilities required, if any, including charger:

☐ Wall Space ☐ Radio Rack ☐ Floor Space (HxWxD, inches) \_\_\_\_\_

☒ Not required

Maximum power consumption: TRANSMIT Watts: 550 RECEIVE Watts: 75

Voltage:

☒ 110 Volts AC ☐ 12 Volts DC ☐ 48 Volts DC ☐ Other \_\_\_\_\_

### **EQUIPMENT DATA**

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

**FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.**

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

**TRANSMITTER #1** Power Output (W) 100

Frequency(s)

156.09 Mhz

☒ Existing ☐ Removing ☐ New

Make and Model

Motorola GTR8000 DECIBEL DB220

**RECEIVER #1** Power Output (W) \_\_\_\_\_

Frequency(s)

155.625 Mhz

☒ Existing ☐ Removing ☐ New

Make and Model

Motorla GTR 8000 DECIBEL DB220

**TRANSMITTER #2** Power Output (W) \_\_\_\_\_

Frequency(s)

☒ Existing ☐ Removing ☐ New

Make and Model





**RECEIVER #2** Power Output (W) \_\_\_\_\_

Frequency(s)  
155.625 Mhz

☒ Existing ☐ Removing ☐ New

Make and Model  
Motorola GTR (part of transmitter and receiver #1) DECIBEL DB220

**TRANSMITTER #3** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model

**RECEIVER #3** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model

**TRANSMITTER #4** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model

**RECEIVER #4** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model



### **ANTENNA DATA**

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna Number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Telewave ANT150-F2	44"	2.15dB		40 ant. 7	E
2	Unk Yagi (RX Only)	24"	N/A		40 ant. 10	E
3						
4						
5						
6						
7						

\* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

### **AUXILIARY EQUIPMENT DATA**

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

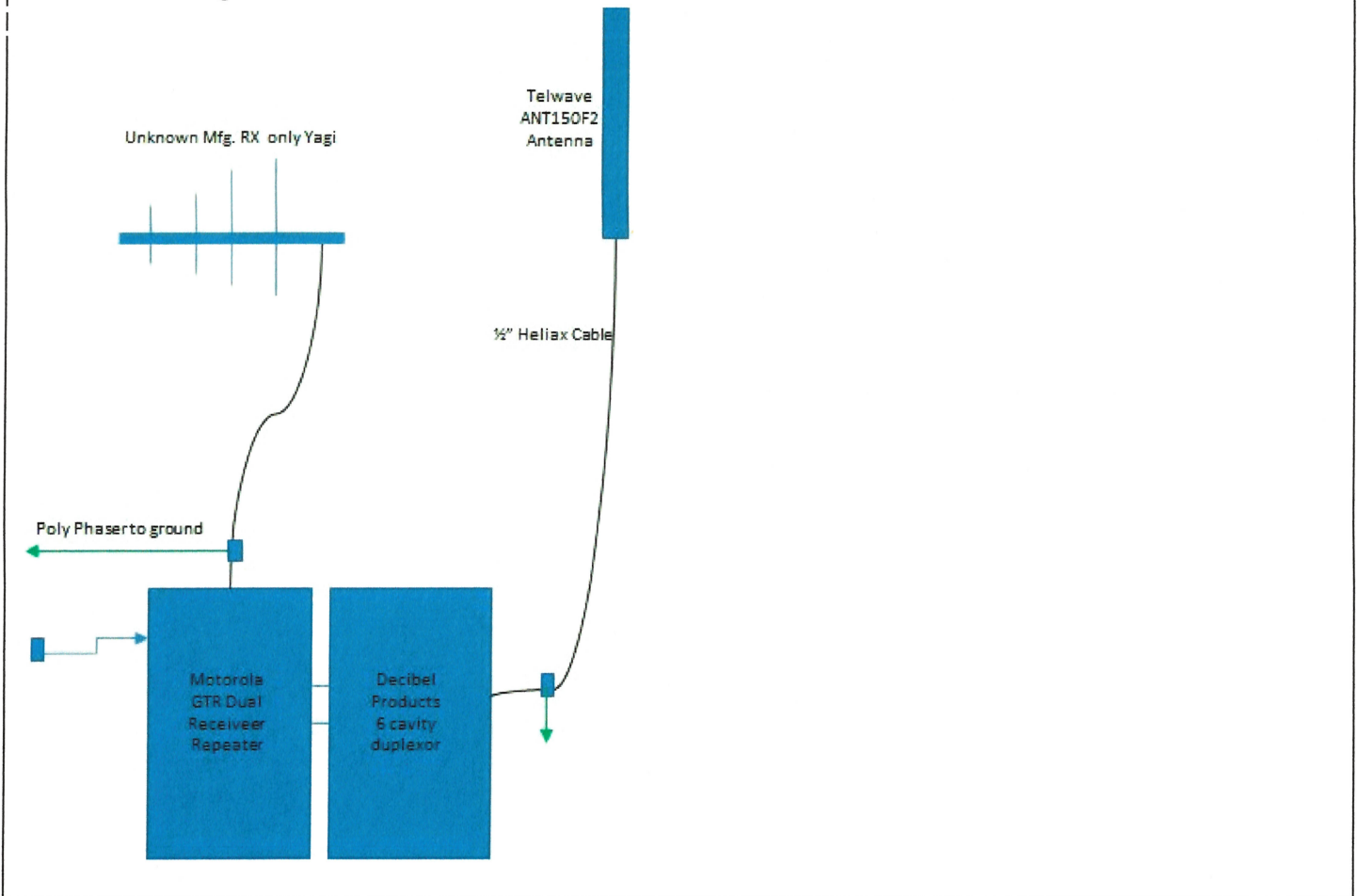
Telewave TPRD1580 Duplexer



### SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.

Insert block diagram







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### **GENERAL INFORMATION**

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The State of California operates telecommunications facilities at numerous mountaintop locations throughout the State. These facilities were developed for use by State agencies requiring radio communications.

Space at these facilities is made available to other than State of California users when it is surplus to the State's requirements. As the space is limited, State of California agencies are always given first priority. Non-state applicants will be considered in the following order:

1. Federal government agencies
2. Local government agencies
3. Public utilities
4. Private sector entities

In making space available, the State of California attempts to recover its operating, maintenance, and management costs. Users are not guaranteed that State facilities will be accessible or operable at all times. Leases are generally issued for five-year periods; in some circumstances, the lease period may vary. Leases will be considered for renewal at the end of their term, subject to the space requirements of the State of California.

When requesting vault, tower, and/or ground space at a State-controlled site, an OES-PSC-311, Radio Vault Space Application (Non-State Users) must be completed. All applications submitted must include the non-refundable administrative application fee and technical analysis fee. The non-refundable administrative application fee is \$0\_\_\_\_\_. The non-refundable technical analysis fee is \$0\_\_\_\_\_. Application and fees are to be sent to the State agency controlling the vault.

(i.e. The California Department of Transportation, the California Highway Patrol, or the Cal OES - Governor's Office of Emergency Services (OES).)

Contact the appropriate State agency for specific details regarding their vault rates and leasing process. If it is unknown which State agency controls a specific site, call (916) 657-9237.

NOTE: When applying for the California Department of Forestry and Fire Protection controlled site, use a CDF Radio Vault Space Application, Non-State Users, OES-PSC-312.

The State must review, manage and engineer any proposed installations. Once a new, renewal, or modification OES-PSC-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Cal OES - Governor's Office of Emergency Services, Public Safety Communications (PSC) for technical analysis. A study will be performed to determine the impact of the application on the existing users at the site. Based on the study, the technical analysis will include specific recommendations to the controlling State agency. If serious technical difficulties are found, OES-PSC will recommend to the State agency to cancel the OES-PSC-311 application. In cooperation with the applicant, the State will attempt to meet all users' operational requirements.

**Any subsequent labor time or material costs required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the OES-PSC current rates.**

Applicants will be notified by the Department of General Services (DGS), Real Estate Service Division (RESA) of the amount due prior to occupancy of the vault. No further processing of the application will take place until written approval of these expenses, as well as a commitment to pay, is received from the applicant by RESA. **NOTE:** Modification of site-master antenna or combining systems may NOT be done by a tenant.



Such modifications must be designed by OES-PSC engineering and installed by OES-PSC-approved technician resources.

NOTE: The addition or deletion of any transmitting or receiving frequencies, antennas, or equipment is considered a modification and requires the submitting of a OES-PSC-311 application, the non-refundable administrative and technical analysis fees to the State agency. (Approval is required by the State agency **prior** to the proposed changes taking place in the facility.)

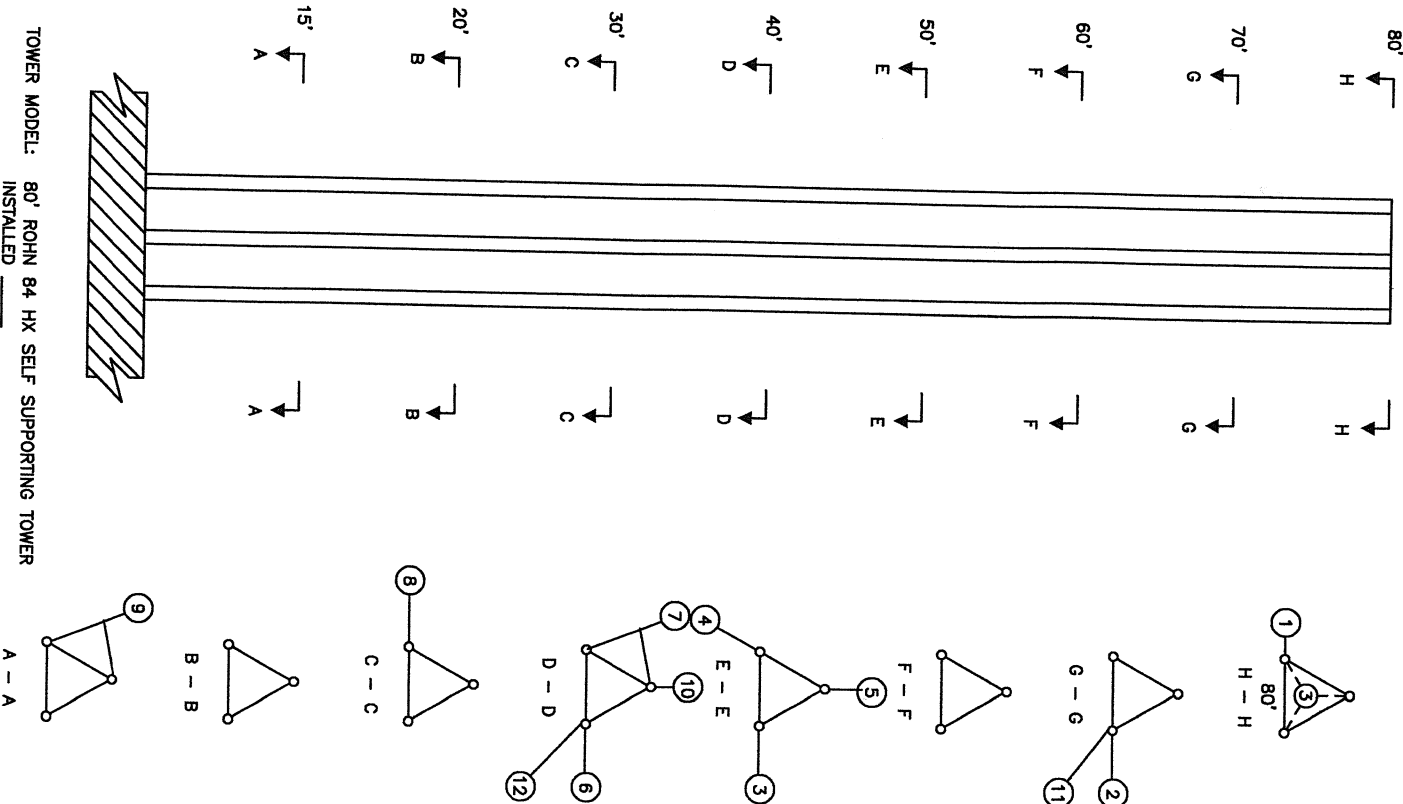
It shall be understood by all applicants that the State is NOT obligated to upgrade any facility to accommodate any lessee. Any improvement required prior to the entry shall be the sole financial responsibility of the lessee. The lessee shall be notified in writing of the upgrades required to accommodate their installation, and payment for these upgrades must be arranged prior to the installation of any such equipment. Any said improvements, including the installation or modification of site-master antenna, combining, or power systems, shall remain the property of the State agency unless otherwise stipulated in the lease. NOTE: This excludes the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee and not part of a master-site arrangement.

The OES-PSC-311/312 application consists of "Application" sheets and "Technical Data" sheets. Please complete, sign, and return the Application and Technical Data sheets to make a formal application. Please note for **New Applicants** that the information on the "Technical Data Sheets" shall reflect what the applicant desires to install at the facility. For **Existing Tenants**, that the information on the "Technical Data Sheets" shall reflect the tenants installed equipment and equipment changes (new installations, removals, etc.). Upon completion of the engineering analysis of the application, the tenant's actual installation requirements may require some design changes to ensure the integrity of the State's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease agreement.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission, complete with an additional non-refundable application fee. Processing time will also be delayed accordingly.

Please attach separate sheets for any remarks or special comments required.





ANTENNA DATA											
ANT. NO.	AGENCY	FREQUENCY		ANTENNA TYPE	MANUFACTURER	MODEL #	ANTENNA HGT. (FT.)			AZIMUTH M.N. INST. (DEG)	YEAR
		TX (MHz)	RX (MHz)				SUPPORT HGT.	ABOVE SUPPORT	BELOW SUPPORT		
1	CHP	45.60	42.88 42.76 42.22	DIPOLE	SINCLAIR	SD-110	80'	1'	14'	360	2009
2	F&G	151.43	159.42	OMNI	CELWAVE	PD620	70'	22'	1'	-----	-----
3	CDF LMU LOCAL	151.250	159.405	OMNI	TELEWAVE	ANT150F2	50'	5'	1'		2015
4	CDF	154.130	159.495	OMNI	CELWAVE	PD220	50'	21'	1'		
5	CHP	44.98		DIPOLE	SINCLAIR	SD-110	50'	1'	14'	360	2009
6	SIERRA PACIFIC INDUSTRIES	49.48	48.98		MTLA	TDB6074A	40'				12/1996
7	PLUMAS CO S.O.	156.09	155.625	DIPOLE	DECIBEL	DB220	40'				
8	CHP	42.08	42.76	OMNI	KRECKO	CO-41A	30'	15'	1'		2011
9	CALTRANS	47.10	47.10	OMNI	KRECKO	CO-41AN-47	15'	15'	1'		2018
10	PLUMAS CO. S.O.	156.09	155.625	DIPOLE	DECIBEL	DB220	40'				
11	CRIS		151-156	OMNI	SINCLAIR	SD235-HF2PALDF(000B)	70'	14'	1'		2024
12	CRIS	158-160		OMNI	SINCLAIR	SD235-HF2PALDF(000B)	40'	14'	1'		2024
13											

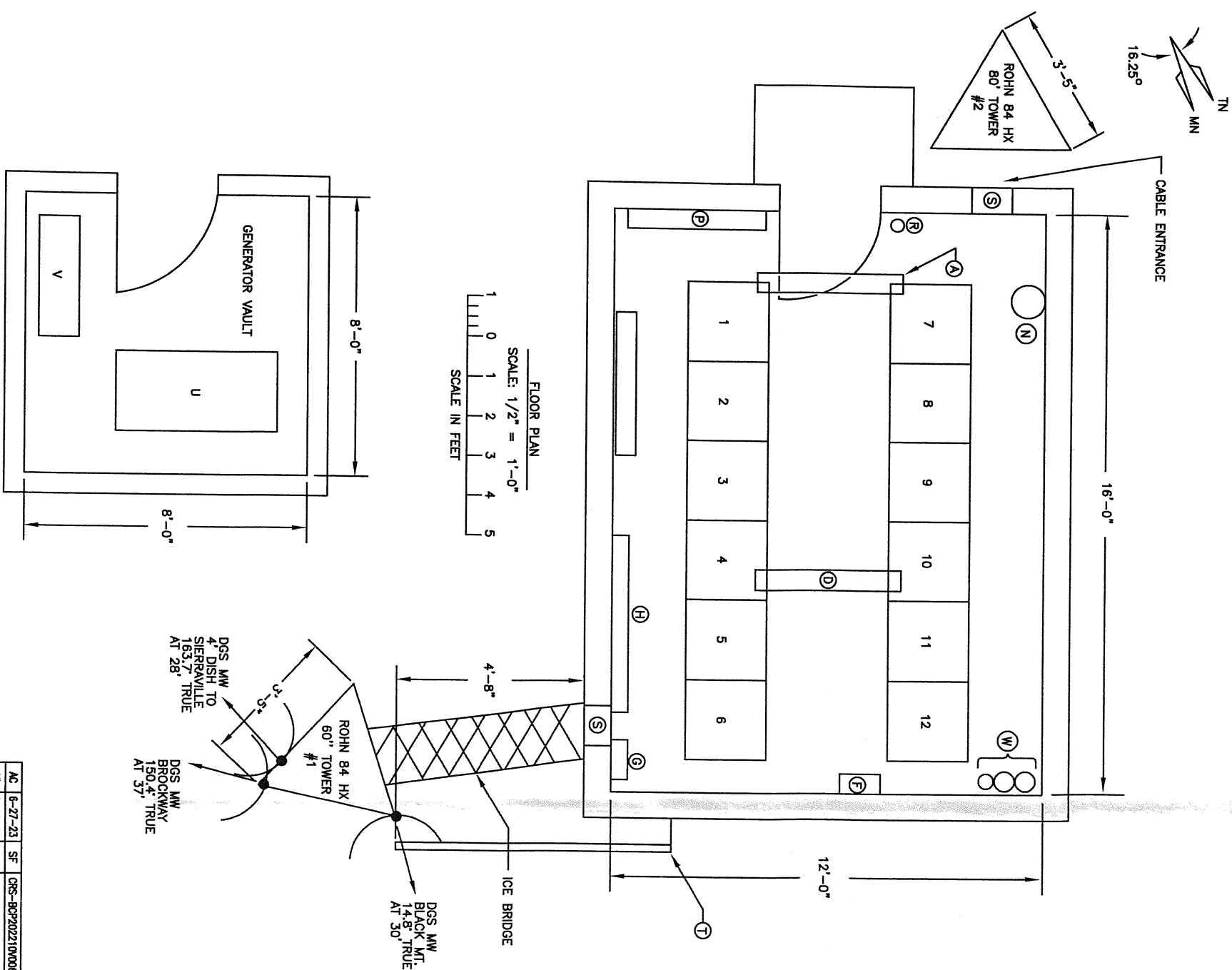
NOTES:

- \* 1. CHANGES IN THIS DRAWING REQUIRE VAULT MANAGERS APPROVAL.
2. NON-TAPERED AND USES 3-INCH PIPE FOR LEGS.
3. CLIMBING LADDER ON LEG #2.

TOWER MODEL: 80' ROHN B4 HX SELF SUPPORTING TOWER  
TOWER MFG.: ROHN

FACE WIDTH  
TOWER LEGS  
3" O.D.  
BOTTOM TO TOP

AD	6-22-23	MD	CRS-BP202210006: ADDED CRS ANTENNA #11 & #12	DA	BECKWOURTH PEAK (CHP) *	OWNER ASGNT:	CDT FILE NUMBER
AC	10-11-18	AT	DOT902013004: REPLACE DOT LOW BAND FOR ANTENNA #9.	WG	ANTENNA SPACE ASSIGNMENT	ENG: LJ	037495AD1
AB	9-22-15	BK	REPLACE ANTENNA #3	KY	80' 3-LEG TOWER #2	DW	DATE 11-76
AA	8-8-13	KM	UPDATE ANTENNAS 1, 5 & 8	JN		SCALE: NONE	SPT: 1 OF 1
Z	4-19-12	BK	ADDED DOT ANTENNAS 11, 12 & 13, AND ANTENNA #10	MB			
REV	DATE	BY	DESCRIPTION	APPD			
TABLE OF CHANGES							
OUTRIGGER GOVERNING OFFICE OF EMERGENCY SERVICES 801 SEASIDE AVENUE, SUITE 200, OAKLAND, CA 94612-0231					P	C	432020-031
SIZE	DRAWING NUMBER	REV					



SPACE ASSIGNMENTS	
VAULT SPACE	AGENCY/OCCUPANT
1	CALTRANS BASE, W/R & DWR
2	DWR M--R [7]
3	CHP CAVITIES
4	CHP FILTERS/CAVITIES
5	SIERRA COUNTY
6	FISH & GAME
7	CPF NEU EAST & LMUW/R
8	CPF CAVITIES
9	CRIS VHF TRUNKING SYSTEM
10	CHP AMBER 2 B/S, CRIS COMBINER
11	PLUMAS CO. SHERIFF B/S
12	CHP B/S

LIST OF EQUIPMENT	
DESIGNATION	DESCRIPTION
A	DOT 47.1 MHz
B	.
C	.
D	CHP CAVITY [8]
E	.
F	HEATER
G	FUSE BOX
H	CABLE TERMINATION PANEL
J	.
K	.
L	.
M	.
N	TRASH CAN
P	POWER PANEL
R	FIRE EXTINGUISHER
S	FEEDTHROUGH PLATE
T	WAVEGUIDE SUPPORT
U	GENERATOR
V	STORAGE CABINET
W	CHP CAVITIES

**NOTES:**

- \* 1. CHANGES IN THIS DRAWING REQUIRE VAULT MANAGERS APPROVAL
2. CEILING HEIGHT:
3. FOR PLOT PLAN & SITE ACCESS, SEE DWG: 432020-039.
4. FOR ANTENNA SPACE ASSIGNMENTS, SEE DWGS: 432020-031 & 432020-032.
5. FOR CABLE TRAY OVERLAY, SEE DWG: 432020-XXX.
6. FOR GROUND SYSTEM OVERLAY, SEE DWG: 432020-XXX.
7. DWR DUPLEXER MOUNTED ON TOP OF B/S CABINET.
8. MOUNTED ACROSS WIRING RACEWAY ABOVE CABINETS.
9. KXNX, PLUMAS WIRELESS WAS CHANGED TO OLYMPIC BROADCASTING IN 1988.

AC	6-27-23	SF	CRS-802022100006	ADDED CHIP CANNIES	DA	BECKWORTH PEAK (CHP)*	OWNER AGENCY: CHP	CDA FILE NUMBER: 037546ACT	ENG: BH DATE: 6-16-75 SCALE: AS SHOWN SHT: 1 OF: 1	DRAWING NUMBER: 432020-033	REV	SIZE	P	C	AC	PUBLIC SAFETY COORDINATOR: 801 SEDGEMOOR DRIVE, SUITE 200, WILSONVILLE, OR 97151-0231	COUNTRYMAN CONSTRUCTION, OFFICE OF EMERGENCY SERVICES 801 SEDGEMOOR DRIVE, SUITE 200, WILSONVILLE, OR 97151-0231	REV	DATE	BY	DESCRIPTION	APPRO	JMS	REMOVED VAULT SPACE 2, 4 & 5 AGENCY/OCCUPANT ASSIGNMENT	VAULT #1	FLOOR PLAN	VAULT LAYOUT	DA	CRS-802022100006	ADDED CRS TO V.S. #9 & #10	M4	3-19-20	WZ	UPGRADED VAULT SPACES 1-4 & 9; REMOVED ITEMS B, C, E, J, K & L; UPGRADED ITEMS A & S	AA	6-22-23	AC	6-27-23	AC
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## TELECOMMUNICATIONS VAULT/TOWER LICENSE

<b>Location of Licensed Premises:</b>  Mt. Hough Radio Site Plumas County
<b>Agency:</b> California Highway Patrol Real Property Number: 10825 SPI Number: 141

License No.: L-2899

Project No.: 13873

Licensee: Plumas County  
Sheriff's Office

This License Agreement, hereinafter referred to as "License", dated October 29, 2024, for reference purposes only, by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and Plumas County, a political subdivision of the State of California, acting through its Sheriff's Office, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

**RECITALS**

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the State not exceeding five (5) acres for a period not to exceed twenty-five (25) years, to governmental entities to further the State's mission for providing emergency services; and

WHEREAS, the CHP has under its jurisdiction certain real property in the County of Plumas, State of California, commonly referred to as Mt. Hough Radio Site, under a Communication Use Lease from the U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which terminates December 31, 2049; and

WHEREAS, pursuant to the above Lease, the State may sublet the Mt. Hough Radio Site property leased by the State, if the State deems such subletting is in the best interest of the State; and

WHEREAS, this License used to be part of a reciprocal agreement with the County; however, State no longer enters into reciprocal agreements, so a new file number was issued which will stand on its own; and

WHEREAS, it is in the best interest of State that such License be consummated between State and Licensee within the terms and conditions herein contained;

NOW THEREFORE, the Parties agree to the provisions of the License set forth herein as follows:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions



**SECTION 1 – SITE SPECIFIC PROVISIONS****WITNESSETH:****PROPERTY  
DESCRIPTION**

1. State does hereby License to Licensee, and Licensee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Mt. Hough Radio Site, County of Plumas, State of California, as outlined in Exhibit "A", consisting of two (2) pages, attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

**Licensee's Facilities:** a portion of the vault and tower space owned by CHP, consisting of and described in Licensee's "Radio Vault Space Application" (State Form TD-311), dated May 2, 2024, attached as Exhibit B.

**Vault Area:** One half (1/2) rack in the CHP owned vault.

**Antenna Spaces on the State-owned Tower:** two (2) Omni Dipole antennas; and one (1) Yagi antenna on the 25' CHP owned tower.

Further described as a portion of the Southeast Quarter of Section 8, Township 25 North, Range 10 East, M.D.D & M, N 40°2.642' W 120°53.162.

**USE**

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this License, and for no other reason whatsoever.

**MASTER  
GROUND LEASE**

3. State and Licensee acknowledge and agree that State's rights are pursuant to the underlying Telecommunications Ground Lease (Master Lease) between Lessor, U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, and State, which expires on December 31, 2049, available upon request. Licensee and State agree to be bound by said "Master Lease" and any Amendments, as applicable to the access and occupancy of the Site.

**TERM**

4. (a) The initial Term of this License shall be for ten (10) years, commencing on October 1, 2024, and expiring September 30, 2034. Licensee shall have one (1) successive option of four (4) years to extend the Term of the License, October 1, 2034 through September 30, 2038, with such rights of termination as may be hereinafter expressly set forth.

Unless Licensee gives written notice by August 1<sup>st</sup> prior to the License expiration date that it will not exercise its option, an extension shall be deemed automatically exercised. If fully extended, the last option will end September 30, 2038.

All other provisions of the License shall remain the same unless either Party notifies the other in writing one hundred eighty (180) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

**SECTION 1 – SITE SPECIFIC PROVISIONS****PAYMENTS**

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Telecom Lease Rate Guidelines. Licensee shall make payments for the Premises, monthly in advance, to State within ten (10) days of each month as identified in the rent schedule below, rounded to the nearest dollar:

Start Date		End Date	Payment/Mo
<b>Initial Term</b>			
October 1, 2024	to	September 30, 2025	\$428.00
October 1, 2025	to	September 30, 2026	\$440.00
October 1, 2026	to	September 30, 2027	\$454.00
October 1, 2027	to	September 30, 2028	\$467.00
October 1, 2028	to	September 30, 2029	\$481.00
October 1, 2029	to	September 30, 2030	\$496.00
October 1, 2030	to	September 30, 2031	\$510.00
October 1, 2031	to	September 30, 2032	\$526.00
October 1, 2032	to	September 30, 2033	\$542.00
October 1, 2033	to	September 30, 2034	\$558.00
<b>First option</b>			
October 1, 2034	to	September 30, 2035	\$575.00
October 1, 2035	to	September 30, 2036	\$592.00
October 1, 2036	to	September 30, 2037	\$610.00
October 1, 2037	to	September 30, 2038	\$628.00

Rent Payments shall be made payable to:

California Highway Patrol  
Accounts Receivables (L-2899)  
P. O. Box 942898  
Sacramento, CA 94298-0001

(b) Pursuant to Section 1, Clause 4 (Term) above, this License provides for options to extend the term of the License.

Should Licensee exercise its option to extend the term of this License, the annual rent for each renewal option period may be reevaluated at the current market rate pursuant to the telecom lease rate guidelines. Absent a market rate increase, rents will increase at a rate of three percent (3%) per year during each renewal period, rounded to the nearest dollar, pursuant to the rent schedule above.

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

**EARLY  
TERMINATION**

6. State and Licensee agree that either Party may terminate this License at any time during the term hereof by giving written notice to the other Party ninety (90) days prior to the date when such termination shall become effective. If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination.

**SECTION 1 – SITE SPECIFIC PROVISIONS****EARLY  
TERMINATION  
(CONT)**

State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the “Notices” provisions of this License.

**UTILITIES**

7. State makes no guarantee as to the reliability of the electrical services. State shall supply and Licensee shall receive commercial power service, as well as emergency standby power service from State’s generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State’s use at the facility.

State shall have the right to periodically review Licensee’s usage of power. If usage is determined to be excessive, Licensee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Licensee cost.

State makes no guarantees as to continued reliability of generator’s standby power service. State shall not be liable to Licensee or third Parties for failure to provide electricity due to rolling blackouts or other causes beyond State’s control. Licensee shall comply with energy conservation measures, Governor’s Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

**NOTICES**

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with License Number L-2899 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

State**Department of General Services**

Real Estate Services Division

Lease Management, L-2899

707 3rd Street, 5<sup>th</sup> Floor

West Sacramento, CA 95605

Office: (916) 375-4171

Email: [Leasemanagement@dgs.ca.gov](mailto:Leasemanagement@dgs.ca.gov)

*With Copies to:***California Highway Patrol**

Telecommunications Section – Leasing

601 N. 7<sup>th</sup> Street - Building C

Sacramento, CA 95811-0208

Phone: (916) 843-4200

Email: [chptelecomleasing@chp.ca.gov](mailto:chptelecomleasing@chp.ca.gov)

**SECTION 1 – SITE SPECIFIC PROVISIONS****NOTICES  
(CONT)**

To Licensee:     **County of Plumas**  
Attn: Sheriff's Office  
1446 East Main Street  
Quincy, CA 95971  
Phone: (530) 283-74401  
Email: [sheriff@pcso.net](mailto:sheriff@pcso.net)

*With Copies to:*   **Plumas County Administrative Officer**  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6446

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Licensee is obligated to notify all State of California offices listed below. The failure to provide written notice to all such offices will be deemed to constitute a lack of notice.

**IMPROVEMENTS  
AND  
MODIFICATIONS**

9. Licensee at its sole cost and expense may, subject to the fees assessed Licensee for changes as Stated in Section 2, Paragraph 14, "Technical Analysis Fees" and Section 2, Paragraph 15, "License Modification Fees" hereof, from time to time during its tenancy of the Premises:

(a) Connect wires and equipment to lines adjoining the Premises. All work done by Licensee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install, and use in, upon, and under, and remove from the Premises such wires, equipment, and other property of whatsoever kind and nature as Licensee deems necessary consistent with the purpose of this License as set forth in the "Use" Section hereof.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

(d) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.

**SECTION 1 – SITE SPECIFIC PROVISIONS****IMPROVEMENTS  
AND  
MODIFICATIONS  
(CONT)**

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Licensee and will not relieve Licensee of the obligation of complying with any and all terms and conditions of this License; Licensee shall notify State thirty (30) days prior to the actual construction.

**HOLDING OVER &  
LICENSE  
RENEWAL**

- 10.** With the exception of the License extension option periods described in “Term” Clause of this License, any holding over by Licensee after expiration or termination of this License shall not be considered as a renewal or extension of this License.

The occupancy of the Premises after the expiration or termination of this License shall constitute a month-to-month tenancy, and all other terms and conditions of this License shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject to a rent increase of three percent (3%) of the ending rent, rounded to the nearest dollar, payable monthly in advance.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term Stated above or as said term is reduced as provided herein.

**CLEAR TITLE**

- 11.** At the termination of this License or in the event of a breach of the terms of this License by Licensee resulting in the early termination of this License, Licensee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

**End of Section 1**

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****ROAD ACCESS  
AND FEES**

- 12.** Licensee shall at all times during the term of this License have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the Premises 24 hours a day, 7 days a week from the terminus of the access road to the above-described Premises.

Should Licensee's access be unavailable for any reason, State agrees to work diligently with Licensee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

Only Licensee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Licensee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

Licensee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Licensee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

**CHANGE IN  
EQUIPMENT**

- 13.** Licensee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Clause 9, Improvements & Modifications; Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees. Said "TD-311 Application" is available upon request.

Licensee shall not cause or permit any change of any equipment installed by Licensee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees.

**TECHNICAL  
ANALYSIS FEES**

- 14.** Any change in Licensee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 17 of this Section 2. To initiate approval for a change or modification of equipment, Licensee must first contact CHP to obtain a current TD-311 application form. Licensee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

**LICENSE  
MODIFICATION  
FEES**

- 15.** An administration fee may be assessed for any action originated by Licensee requiring License administration staff work by State, such as but not limited to, name changes, assignments of License or changes in equipment which result in an amendment to, or assignment of this License.

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****LICENSE  
MODIFICATION  
FEES  
(CONT)**

To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Licensee will be required to remit the administration fee to State's address listed in the "Notices" Section of this License or otherwise directed in writing.

**ELECTRONIC  
EQUIPMENT  
STANDARDS**

- 16.** With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: Licensee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements.

If Licensee was in occupation under a previous License, Licensee shall have one hundred and ninety (90) days from the commencement of this License to conform to any new site standards. Licensee shall display on each piece of equipment the emergency contact information.

Licensee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

**ELIMINTAION OF  
INTERFERENCE**

- 17.** (a) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Licensee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Licensee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this License and evict Licensee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by a qualified technical person representing Licensee and a representative designated by State.

If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Licensee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this License and evict Licensee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of License and eviction of Licensee.



**SECTION 2 – TELECOM SPECIFIC PROVISIONS****WORKMANSHIP  
STANDARDS**

- 18.** The installation and maintenance of the electronic equipment of Licensee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State and be satisfactory to State.

**DISPOSITION OF  
LICENSEE'S  
PERSONAL  
PROPERTY**

- 19.** (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Licensee's tenancy.
- (b) Should Licensee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.
- (c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

**LICENSEE  
GUARANTEES**

- 20.** Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee and payable upon demand.

**End of Section 2**



**SECTION 3 – STANDARD PROVISIONS****PERMITS AND  
APPROVALS**

- 21.** The Parties agree that Licensee's ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third Party. State will cooperate with Licensee at no expense to State, in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to State.

**DEFAULT**

- 22.** Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Licensee's expense all property there from and to reposess and occupy the Premises. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever.

**COMPLIANCE  
WITH LAWS**

- 23.** Licensee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, State and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

**SECTION 3 – STANDARD PROVISIONS****FAILURE TO  
PERFORM**

- 24.** In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand.

**ASSIGNMENT,  
SUBLET, CHANGE  
IN USE**

- 25.** This Agreement may be sold, assigned or transferred by Licensee without any approval or consent of State to Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this License may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed.

**RIGHTS  
RESERVED BY  
STATE**

- 26.** (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

**AMERICANS WITH  
DISABILITIES ACT;  
UNRUH CIVIL  
RIGHTS ACT;  
DISABLED  
PERSONS ACT**

- 27.** Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

**SECTION 3 – STANDARD PROVISIONS****PROHIBITED  
USES**

- 28.** Licensee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Licensee is permitted at the Premises. Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Licensee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

**FIRE AND  
CASUALTY  
DAMAGES**

- 29.** State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

**AUDIT**

- 30.** Licensee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue Statements Licensee shall bear all costs associated with said audit.

Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Licensee understands the State is subject to the Public Records Act.

**ACTS OF NATURE**

- 31.** If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Licensee shall immediately notify State of such items and the date the replacement is complete.

**HAZARDOUS  
SUBSTANCE**

- 32.** Licensee agrees that it shall comply with all laws, federal, State, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

**SECTION 3 – STANDARD PROVISIONS****HAZARDOUS  
SUBSTANCE  
(CONT)**

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

**CONDITION OF  
PREMISES**

- 33.** (a) Licensee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Licensee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Licensee shall not call on State to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

**TAXES AND  
ASSESSMENTS**

- 34.** Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

**VACATING THE  
PREMISES**

- 35.** Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Licensee will schedule and perform a walkthrough with the Facility Manager to be sure the Premises is left in acceptable condition.

**NON-  
DISCRIMINATION**

- 36.** (a) In the performance of this License, Licensee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

**SECTION 3 – STANDARD PROVISIONS****NON-  
DISCRIMINATION  
(CONT)**

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the performance of this License, Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

**INSURANCE**

- 37.** Prior to, or at License execution, Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's License Number (L-2899) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

**COMMERCIAL GENERAL LIABILITY**

Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

## SECTION 3 – STANDARD PROVISIONS

### INSURANCE (CONT)

#### **AUTOMOBILE LIABILITY**

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

#### **WORKERS' COMPENSATION**

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

#### **GENERAL REQUIREMENTS**

Licensee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Licensee shall notify State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Licensee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.



**SECTION 3 – STANDARD PROVISIONS****HOLD HARMLESS  
INDEMNIFICATION**

- 38.** Licensee agrees to indemnify and hold harmless State for any damage proximately caused by Licensee by reason of the Licensee's uses authorized in this License. Licensee shall not indemnify or hold State harmless for any claim or damages caused by State's sole negligence or willful misconduct, or any other claims or damages.

This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

**LOSSES**

- 39.** State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

**DEBT LIABILITY  
DISCLAIMER**

- 40.** State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Licensee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Licensee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assignees.

**RECORDING**

- 41.** Licensee shall not record this License a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.

**RELOCATION**

- 42.** (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against State for damages or other relief should the License be terminated and waives any such claims it may have.

(b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by Sublicensee.

**SECTION 3 – STANDARD PROVISIONS****RELOCATION  
(CONT)**

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the License that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Licensee, prior to the commencement of any construction implementing State's development plans, to relocate Licensee's Premises as defined in the License. In such case, State shall be responsible to reasonably coordinate with Licensee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Licensee within the facility grounds, State, upon one hundred eighty (180) days written notice, may require Licensee to leave State premises.

**SMOKING  
RESTRICTIONS**

- 43.** Smoking is not allowed in or upon the Premises. Licensee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

**AUTHORITY TO  
CONTRACT**

- 44.** Each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

**PARTNERSHIP  
DISCLAIMER**

- 45.** Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

**CEQA**

- 46.** Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).

**BANKRUPTCY**

- 47.** In no event shall this License or the leasehold estate become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Licensee; (c) a writ of execution is levied against this License or the leasehold estate; or (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.

**AMENDMENTS  
AND  
MODIFICATIONS**

- 48.** No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

**MUTUAL  
CONSENT**

- 49.** Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the Parties hereto in writing.



**SECTION 3 – STANDARD PROVISIONS**

- FORCE MAJEURE**      **50.** If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the Party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charge required of Licensee, except as may be expressly provided in this License.
- WAIVER**      **51.** If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee.
- Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.
- ENTIRE AGREEMENT**      **52.** This License and its exhibits constitute the entire agreement between State and Licensee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
- PARAGRAPH HEADINGS**      **53.** All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.
- SEVERABILITY**      **54.** If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.
- SEPARATE COUNTERPARTS**      **55.** This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.
- SUPERSEDURE**      **56.** This License supersedes and voids any prior license, License or agreement between State and Licensee identified in this License with regards to the Premises.
- BINDING**      **57.** The Terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

**SECTION 3 – STANDARD PROVISIONS****ESSENCE OF  
TIME**

- 58.** Time is of the essence for each and all of the provisions, covenants and conditions of this License.

**EXECUTIVE  
ORDER N-6-22 –  
RUSSIA  
SANCTIONS**

- 59.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**End of Section 3**

**IN WITNESS WHEREOF**, this License has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA  
APPROVED:**

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: \_\_\_\_\_  
**Trevor Johnson**, Assistant Chief  
State Owned Leasing and  
Development

**LICENSEE:**

PLUMAS COUNTY SHERIFF'S OFFICE  
a political subdivision of the State of California

By: \_\_\_\_\_  
**Todd Johns**, Sheriff

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

STATE OWNED LEASING AND  
DEVELOPMENT

By: \_\_\_\_\_  
**Kimberley Tsumura**  
Senior Real Estate Officer

**CONSENT:**

CALIFORNIA HIGHWAY PATROL

By: \_\_\_\_\_  
**J.D. Sacconi**  
Assistant Chief  
Administrative Services Division

Exhibit A  
L-2899 Vault Layout  
(Page 1 of 2)

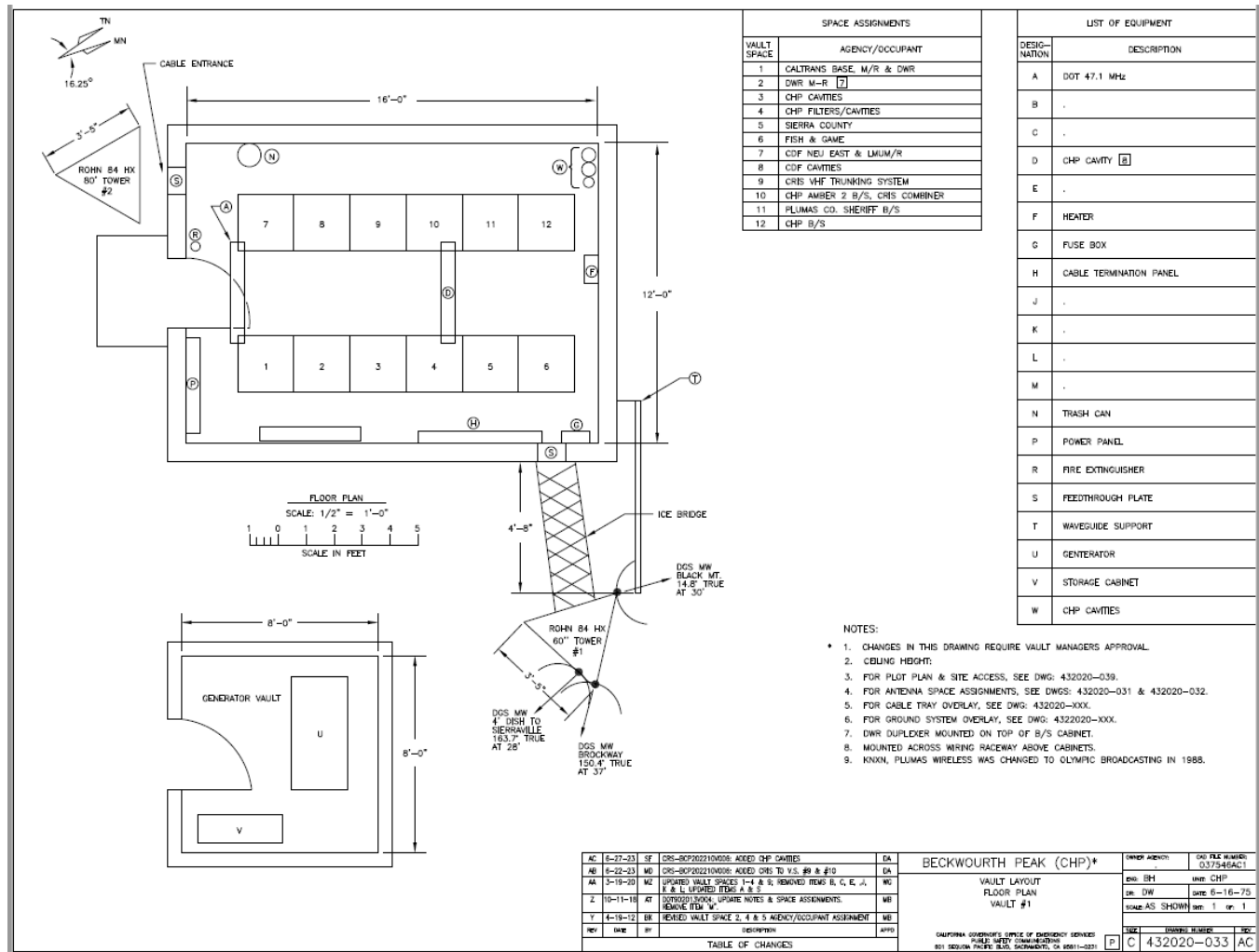


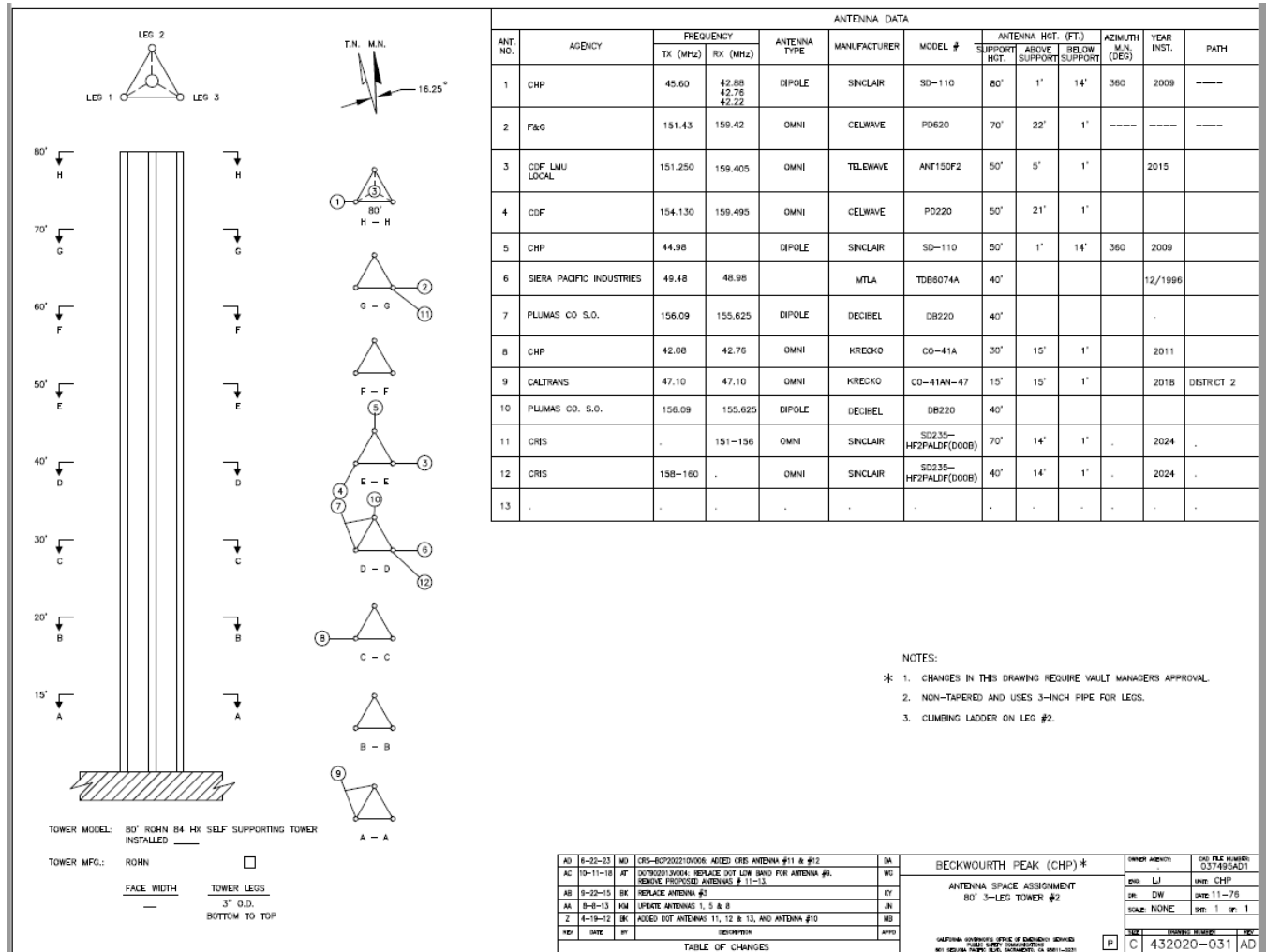
Exhibit A  
L-2899 Tower Layout  
(Page 2 of 2)

Exhibit B  
L-2899 Approved TD-311 Application  
(attached separately)



## APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the OES-PSC-311. These sheets must be completed, signed, and accompanied with the Technical Data Sheets.

**Applicant:**

Plumas County Sheriff's Office (L-2899)

(organization name)

1400 E Main Street

(address)

Quincy, CA 95971

(city, state, zip)

530-283-7440

(telephone number)

mgrant@pcso.net

(email address)

In accordance with the attached Technical Data Sheet(s), the application is hereby made to:

- ☐ Establish New Lease
- ☐ Modify Lease - describe specific changes below
- ☐ Renew lease - with modification as stated below
- ☒ Renew lease (no changes, technical sheets must be completed)
- ☐ Lease square feet \_\_\_\_\_

Description of  
modification

For vault space and related antenna space at site: Mt. Hough, Plumas County

Power requirements for operations of communications equipment are:

- ☒ Commercial and emergency power
- ☐ Commercial power only
- ☐ No power required

**NOTE:** Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly



**Person responsible for lease negotiations and submission of this application:**

Name Mike Grant

Address 1400 E Main St

City, State, and Zip Quincy, CA 95971

Telephone Number 530-283-7440

Email Address mgrant@pcso.net

**Billing Information:**

Name Plumas County Sheriff's Office

Address 1400 E Main Street

City, State, and Zip Quincy, CA 95971

Telephone Number 530-283-6396

Email Address Roni@pcso.net

**It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.**

Applicant: Plumas County Sheriff's Office

By: Mike Grant

Title: Communications Coordinator

Date: 6/10/2024

Receipt of a non-refundable application fee in the amount is hereby acknowledged. \_\_\_\_\_

STATE OF CALIFORNIA Fee waived

By: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.





## TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: Mt. Hough

County: Plumas

Date: 5/8/2024

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Name Mike Grant

Address 1400 E Street

City, State, and Zip Quincy, CA 95971

Telephone Number 530-283-7440

Email Address mgrant@pcso.net

Date equipment desired to be in operation: currently in place

(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the Radio Service: Land Mobile

FCC call sign of this installation: KMA389

(Include a copy of the FCC license)

Type of operation:

☒ Base Station ☒ Mobile Relay ☐ Microwave Station ☐ Other \_\_\_\_\_

Additional rack space to be leased (in 1/3 rack increments): \_\_\_\_\_

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐ Wall Space ☒ Rack Space ☐ Floor Space (HxWxD, inches) \_\_\_\_\_

☐ Additional space not required



Space for battery facilities required, if any, including charger:

☐ Wall Space ☒ Radio Rack ☐ Floor Space (HxWxD, inches) \_\_\_\_\_

☐ Not required

Maximum power consumption: TRANSMIT Watts: 750 RECEIVE Watts: 75

Voltage:

☒ 110 Volts AC ☐ 12 Volts DC ☐ 48 Volts DC ☐ Other \_\_\_\_\_

### **EQUIPMENT DATA**

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

**FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.**

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

**TRANSMITTER #1** Power Output (W) 100

Frequency(s)  
156.090 (L-2899)

☒ Existing ☐ Removing ☐ New

Make and Model  
Motorola GTR 8000

**RECEIVER #1** Power Output (W) -

Frequency(s)  
155.625(I-2899)

☒ Existing ☐ Removing ☐ New

Make and Model  
Motorola GTR 8000

**TRANSMITTER #2** Power Output (W) 50

Frequency(s)  
155.625 (L-2899)

☒ Existing ☐ Removing ☐ New

Make and Model  
Motorola Astro Consollette



**RECEIVER #2** Power Output (W) \_\_\_\_\_

Frequency(s)  
156.09 (L-2899)

☒ Existing ☐ Removing ☐ New

Make and Model  
Motorola Astro Consollette

**TRANSMITTER #3** Power Output (W) 4 dBm

Frequency(s)  
4.9ghz

☒ Existing ☐ Removing ☐ New

Make and Model  
Trango AD 4900 23 DP

**RECEIVER #3** Power Output (W) \_\_\_\_\_

Frequency(s)  
Trango AD 4900 23 DP

☒ Existing ☐ Removing ☐ New

Make and Model

**TRANSMITTER #4** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model

**RECEIVER #4** Power Output (W) \_\_\_\_\_

Frequency(s)

☐ Existing ☐ Removing ☐ New

Make and Model



## ANTENNA DATA

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna Number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Telwave ANT 150-F2	60"	2.15 dbi		25'	E
2	Unk VHF Yagi	24"	6 dBi		15'	E
3	Trango 4.9GHz Panel	16"x16"	4dBi		10'	E
4						
5						
6						
7						

\* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

## AUXILIARY EQUIPMENT DATA

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

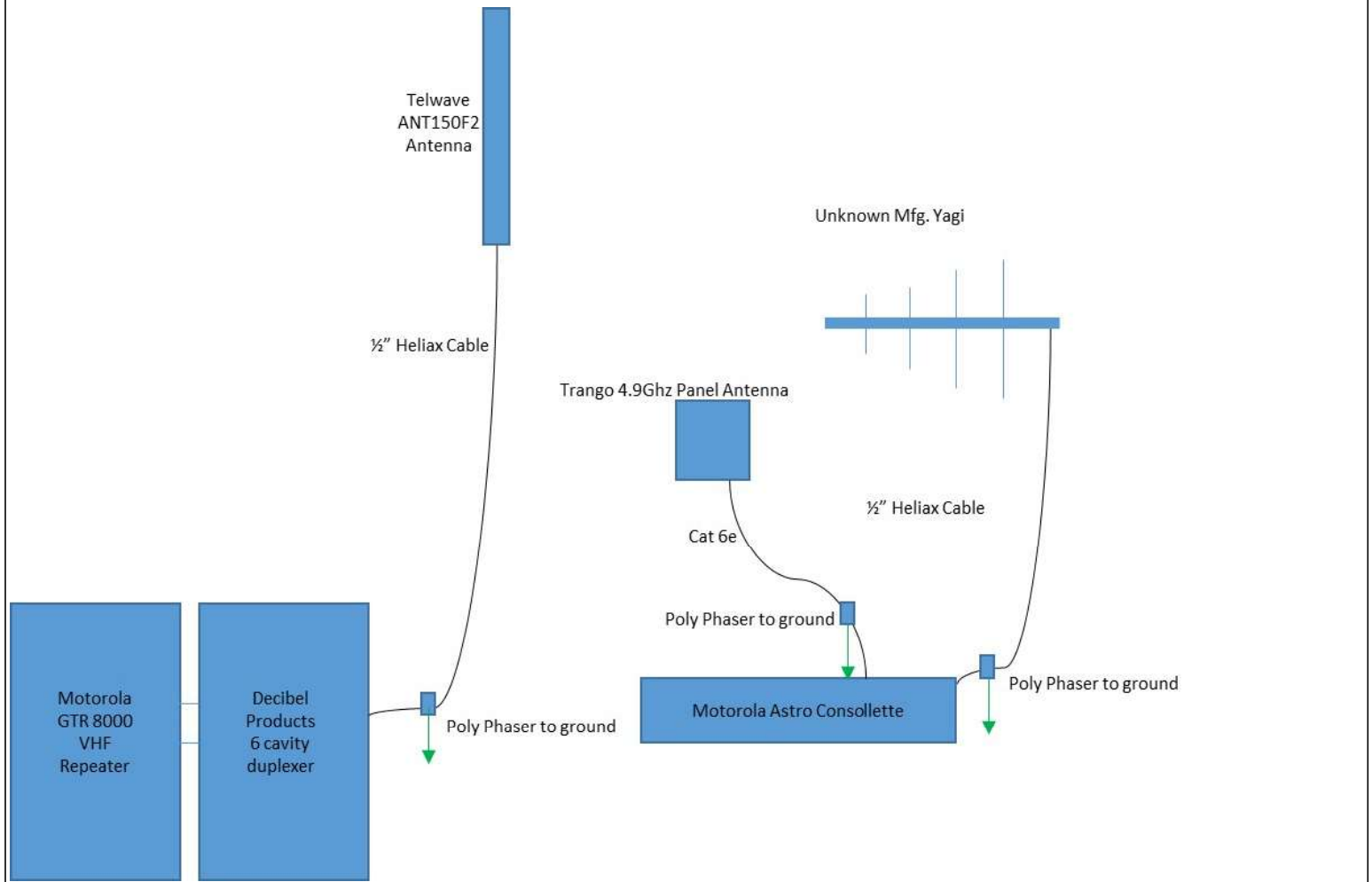
Decibel DB222(L-2899)



### SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.

Insert block diagram





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## GENERAL INFORMATION

The State of California operates telecommunications facilities at numerous mountaintop locations throughout the State. These facilities were developed for use by State agencies requiring radio communications.

Space at these facilities is made available to other than State of California users when it is surplus to the State's requirements. As the space is limited, State of California agencies are always given first priority. Non-state applicants will be considered in the following order:

1. Federal government agencies
2. Local government agencies
3. Public utilities
4. Private sector entities

In making space available, the State of California attempts to recover its operating, maintenance, and management costs. Users are not guaranteed that State facilities will be accessible or operable at all times. Leases are generally issued for five-year periods; in some circumstances, the lease period may vary. Leases will be considered for renewal at the end of their term, subject to the space requirements of the State of California.

When requesting vault, tower, and/or ground space at a State-controlled sitan, an OES-PSC-311, Radio Vault Space Application (Non-State Users) must be completed. All applications submitted must include the non-refundable administrative application fee and technical analysis fee. The non-refundable administrative application fee is \$0. The non-refundable technical analysis fee is \$0. Application and fees are to be sent to the State agency controlling the vault.

(i.e. The California Department of Transportation, the California Highway Patrol, or the Cal OES - Governor's Office of Emergency Services (OES).)

Contact the appropriate State agency for specific details regarding their vault rates and leasing process. If it is unknown which State agency controls a specific site, call (916) 657-9237.

NOTE: When applying for the California Department of Forestry and Fire Protection controlled site, use a CDF Radio Vault Space Application, Non-State Users, OES-PSC-312.

The State must review, manage and engineer any proposed installations. Once a new, renewal, or modification OES-PSC-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Cal OES - Governor's Office of Emergency Services, Public Safety Communications (PSC) for technical analysis. A study will be performed to determine the impact of the application on the existing users at the site. Based on the study, the technical analysis will include specific recommendations to the controlling State agency. If serious technical difficulties are found, OES-PSC will recommend to the State agency to cancel the OES-PSC-311 application. In cooperation with the applicant, the State will attempt to meet all users' operational requirements.

**Any subsequent labor time or material costs required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the OES-PSC current rates.**

Applicants will be notified by the Department of General Services (DGS), Real Estate Service Division (RESA) of the amount due prior to occupancy of the vault. No further processing of the application will take place until written approval of these expenses, as well as a commitment to pay, is received from the applicant by RESA. **NOTE:** Modification of site-master antenna or combining systems may NOT be done by a tenant.



Such modifications must be designed by OES-PSC engineering and installed by OES-PSC-approved technician resources.

NOTE: The addition or deletion of any transmitting or receiving frequencies, antennas, or equipment is considered a modification and requires the submitting of a OES-PSC-311 application, the non-refundable administrative and technical analysis fees to the State agency. (Approval is required by the State agency **prior** to the proposed changes taking place in the facility.)

It shall be understood by all applicants that the State is NOT obligated to upgrade any facility to accommodate any lessee. Any improvement required prior to the entry shall be the sole financial responsibility of the lessee. The lessee shall be notified in writing of the upgrades required to accommodate their installation, and payment for these upgrades must be arranged prior to the installation of any such equipment. Any said improvements, including the installation or modification of site-master antenna, combining, or power systems, shall remain the property of the State agency unless otherwise stipulated in the lease. NOTE: This excludes the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee and not part of a master-site arrangement.

The OES-PSC-311/312 application consists of "Application" sheets and "Technical Data" sheets. Please complete, sign, and return the Application and Technical Data sheets to make a formal application. Please note for **New Applicants** that the information on the "Technical Data Sheets" shall reflect what the applicant desires to install at the facility. For **Existing Tenants**, that the information on the "Technical Data Sheets" shall reflect the tenants installed equipment and equipment changes (new installations, removals, etc.). Upon completion of the engineering analysis of the application, the tenant's actual installation requirements may require some design changes to ensure the integrity of the State's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease agreement.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission, complete with an additional non-refundable application fee. Processing time will also be delayed accordingly.

Please attach separate sheets for any remarks or special comments required.





### **TECHNICAL REQUIREMENTS FOR STATE-CONTROLLED SITES**

The following are the maximum radio frequency power outputs for radio equipment in State-controlled facilities:

<b>RADIO SERVICE</b>	<b>FREQUENCY RANGE</b>	<b>MAXIMUM TRANSMITTER POWER OUTPUT TO ANTENNA</b>
<b>FM Broadcast</b>	88-108 MHz	1000 watts
<b>Television Broadcast</b>	54-72 MHz, 76-88 MHz, 174-216 MHz, 470-698 MHz	500 watts
<b>AM Broadcast</b>	535-1705 kHz	10 watts
<b>VHF Low Band</b>	28-54 MHz	120 watts
<b>VHF Mid Band</b>	72-76 MHz	50 watts
<b>VHF High Band and UHF</b>	136-512 MHz	150 watts
<b>700/800/900 Band</b>	698-952 MHz	125 watts
<b>Point to Point Microwave</b>	952-960 MHz	20 watts
<b>Point to Point Microwave</b>	1700-2600 MHz	10 watts
<b>Licensed wireless and mobile telephone</b>	1805-2690 MHz	50 watts
<b>Point to Point Microwave</b>	2.6-40 GHz	3 watts

The following additional standards must be adhered to for any installation at a State-controlled site:

1. A copy of the FCC license or NTIA authorization, or an approved and completed "FCC ID tag", along with the name and phone number of the person responsible must be posted on each transmitter.
2. Control stations and "inverted pairs" on FCC-designated repeater channels will generally not be allowed at a site.
3. Only transmitters authorized by the FCC for that service, designed for use in a high-RF, multi-user environment will be allowed to be installed at a site. All equipment shall be installed and operated in accordance with the site lessor's authorization and approval.
4. Transmitters and receivers will be combined and/or multi-coupled to the maximum extent possible, consistent with the specific system performance requirements of the lessee. A one-time "site assessment" cost may be incurred.
5. All systems NOT connected to the lessor's combining network must be installed to comply with site standards, require lessor's prior engineering approval and meet the following minimum requirements:



- a) Each transmitter shall have a protective isolator, harmonic filter, and band-pass cavity (BPC) which meets the minimum attenuation levels listed in Table I. The isolator and harmonic filter shall precede the BPC in the transmit path;
- b) Pass/Reject or notch-type duplexers must include a BPC meeting the requirements in Table I in the transmit leg prior to the duplexer input port;
- c) Additional filters, BPC's, isolators and other hardware may be required at the lessee's expense to correct site problems as a result of the lessee's installation;
- d) RF cabling between pieces of equipment within a rack shall be of double-shielded or solid outer conductor variety, such as RG-214, RG-142 or RG-400 cables. NOTE: In general, cabling supplied within a manufacturer's piece of equipment is sufficient to meet this requirement. In some circumstances, however, it may become necessary to modify the equipment to meet the special needs of the site;
- e) RF cabling between racks of equipment in a vault, including cables to and from combining equipment and antenna feed-through ports, shall be of the solid outer conductor variety. In general, all receive lines within the vault shall be 1/4" or 1/2" diameter, such as Andrew FSJ1-50B, FSJ4-50B or equivalent; all transmit lines within the vault shall be 1/2" diameter, such as Andrew FSJ4-50B or equivalent. All feedlines outside the vault, such as between the antenna pigtail and the lightning arrestor plate, shall be at least 1/2" diameter solid-shield cable equivalent to Andrews LDF4-50A HELIAX;
- f) RF connectors on transmit cables shall be Type "N" wherever possible unless the particular piece of manufacturer's equipment has another type of connector installed. RF connectors on receive cables MAY be Type "BNC", although Type "N" is highly recommended. Again, if the manufacturer's equipment has another type of connector installed, this type of connector is acceptable for that junction;
- g) Tiewraps designed for external use, such as the Panduit "76" series TEFZEL cable tie, or another insulated clamp or strap shall be used to secure transmission lines to towers and/or cable ladders. Rubber "donut"-type hangers such as those manufactured by Microflect are also acceptable to be used to secure transmission lines. **Metal clamps, "wraplock", "Band-It" ties, or similar metal strapping for attaching feedlines to a mounting structure is prohibited at State facilities.** If the facility has a wood-pole structure for mounting antennas, the use of utility pipe clamps or conduit clamps is permitted for fastening the feedline to the structure;
- h) State telecommunications facilities are generally designed to accommodate equipment housed in 7'6" tall open frame relay racks, such as the Chatsworth model 46050-505 rack. Racks shall be fastened to the floor with an approved anchor, and connected to an overhead cable tray via an approved method, such as via a length of Chatsworth 11450-001 framing channel and using "J-bolt" kits. A rack elevation diagram is attached to illustrate how equipment will be housed in the 7'6" rack. Complete/return this diagram with the application form;
- i) Most State telecommunications sites have extensive lightning and surge protection systems installed, including lightning arrestor mounting panels. All transmission lines must enter and exit the vault via one of these entry panels using the approved method outlined in the technical requirements of the lease document;



- j) All equipment installed in a State telecommunication site must be connected to the site's ground system. Generally, a ground pigtail will be supplied in the cable tray above the equipment rack. All connections to the ground system must be made via compression fittings or bolted joints. "Split-bolt" connectors are unacceptable as junctions;
- k) All antenna mounts shall be hot-dip-galvanized, and all mounting hardware shall be either hot-dip-galvanized or stainless-steel. Electro-galvanized or plated material for mounting of antennas is not permissible. The use of aluminum for mounting cross-arms or cross-over plates is allowed. At sites where wood pole structures are used, it is not permitted to drill holes through the poles to mount antennas or cross-arms. The only acceptable method of mounting an antenna to such a structure is via a "collar" that clamps around the entire circumference of the pole, sandwiching the pole inside. Such a collar must also be hot-dip-galvanized in construction and use galvanized or stainless-steel hardware.

**TABLE ONE**

<b>FREQUENCY BAND</b>	<b>ISOLATOR REVERSE ISOLATION</b>	<b>BPC ATTENUATION AT FREQUENCY FROM CARRIER</b>
<b>28-54 MHz</b>	15 dB	20 dB at 600 kHz
<b>72-76 MHz</b>	25 dB	20 dB at 600 kHz
<b>136-174 MHz</b>	25 dB	30 dB at 2 MHz
<b>406-512 MHz</b>	25 dB	15 dB at 2 MHz
<b>698-960 MHz</b>	25 dB	20 dB at 10 MHz

## TELECOMMUNICATIONS VAULT/TOWER LICENSE

Location of Licensed Premises: Red Hill Radio Site Plumas County
Agency: California Highway Patrol Real Property Number: 10975 SPI Number: 143

License No.: L-2901

Project No.: 5793

Licensee: Plumas County  
Sheriff's Office

This License Agreement, hereinafter referred to as "License", dated October 29, 2024, for reference purposes only, by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and Plumas County, a political subdivision of the State of California, acting through its Sheriff's Office, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

**RECITALS**

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the state not exceeding five acres for a period not to exceed twenty-five (25) years, to governmental entities to further the state's mission for providing emergency services; and

WHEREAS, the CHP has under its jurisdiction certain real property in the County of Plumas, State of California, commonly referred to as Red Hill Telecommunications site, under a Communication Use Lease from the U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which terminates December 31, 2049; and

WHEREAS, Licensee desires to License a portion the vault described herein from State for telecommunications purposes; and

WHEREAS, it is in the best interests of State that such a License be consummated between State and Licensee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the License set forth herein as follows:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions

**SECTION 1 – SITE SPECIFIC PROVISIONS****WITNESSETH:****PROPERTY  
DESCRIPTION**

1. State does hereby License to Licensee, and Licensee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Radio Hill Telecommunications site, County of Plumas, State of California, as outlined in Exhibit "A", consisting of two (2) pages, attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

**Licensee's Facilities:** a portion of the vault and tower space owned by CHP, consisting of and described in Licensee's "Radio Vault Space Application" (State Form TD-311), dated January 22, 2024 and approved March 19, 2024, attached as Exhibit B.

**Vault Area:** two (2) short equipment cabinets consisting of approximately twelve (12) square feet of floor space in the back room of the CHP vault.

**Antenna Spaces on the State-owned Tower:** one (1) Omni Dipole antennas at the 70' level.

Further described as a portion of the West ½ Section 10, Township 25 North, Range 7 East, Mount Diablo Base and Meridian, Latitude 40° 2'14.53"N and Longitude 121°11'14.78"W.

**USE**

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this License, and for no other reason whatsoever.

**MASTER  
GROUND LEASE**

3. State and Licensee acknowledge and agree that State's rights are pursuant to the underlying Telecommunications Ground Lease (Master Lease) between Lessor, U.S. Department of Agriculture, Forest Service (USFS), Plumas National Forest, which expires December 31, 2049, available upon request. Licensee and State agree to be bound by said "Master Lease" and any Amendments, as applicable to the access and occupancy of the Site.

**TERM**

4. (a) The initial Term of this License shall be for ten (10) years, commencing on October 1, 2024, and expiring September 30, 2034. Licensee shall have one (1) successive option of four (4) years to extend the Term of the License, October 1, 2034 through September 30, 2038, with such rights of termination as may be hereinafter expressly set forth.

Unless Licensee gives written notice by August 1<sup>st</sup> prior to the License expiration date that it will not exercise its option, an extension shall be deemed automatically exercised. If fully extended, the last option will end September 30, 2038.

All other provisions of the License shall remain the same unless either Party notifies the other in writing one hundred eighty (180) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

**SECTION 1 – SITE SPECIFIC PROVISIONS****PAYMENTS**

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Telecom Lease Rate Guidelines. Licensee shall make payments for the Premises, monthly in advance, to State within ten (10) days of each month as identified in the rent schedule below, rounded to the nearest dollar:

Start Date		End Date	Payment/Mo
<b>Initial Term</b>			
October 1, 2024	to	September 30, 2025	\$138.00
October 1, 2025	to	September 30, 2026	\$142.00
October 1, 2026	to	September 30, 2027	\$147.00
October 1, 2027	to	September 30, 2028	\$151.00
October 1, 2028	to	September 30, 2029	\$155.00
October 1, 2029	to	September 30, 2030	\$160.00
October 1, 2030	to	September 30, 2031	\$165.00
October 1, 2031	to	September 30, 2032	\$170.00
October 1, 2032	to	September 30, 2033	\$175.00
October 1, 2033	to	September 30, 2034	\$180.00
<b>First option</b>			
October 1, 2034	to	September 30, 2035	\$186.00
October 1, 2035	to	September 30, 2036	\$191.00
October 1, 2036	to	September 30, 2037	\$197.00
October 1, 2037	to	September 30, 2038	\$203.00

Rent Payments shall be made payable to:

California Highway Patrol  
Accounts Receivables (L-2901)  
P. O. Box 942898  
Sacramento, CA 94298-0001

(b) Pursuant to Section 1, Clause 4 (Term) above, this License provides for options to extend the term of the License.

Should Licensee exercise its option to extend the term of this License, the annual rent for each renewal option period may be reevaluated at the current market rate pursuant to the telecom lease rate guidelines.

Absent a market rate increase, rents will increase at a rate of three percent (3%) per year during each renewal period, rounded to the nearest dollar, pursuant to the rent schedule above.

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

**EARLY  
TERMINATION**

6. State and Licensee agree that either Party may terminate this License at any time during the term hereof by giving written notice to the other Party ninety (90) days prior to the date when such termination shall become effective. If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination.

**SECTION 1 – SITE SPECIFIC PROVISIONS****EARLY  
TERMINATION  
(CONT)**

State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the “Notices” provisions of this License.

**UTILITIES**

7. State makes no guarantee as to the reliability of the electrical services. State shall supply and Licensee shall receive commercial power service, as well as emergency standby power service from State’s generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State’s use at the facility.

State shall have the right to periodically review Licensee’s usage of power. If usage is determined to be excessive, Licensee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Licensee cost.

State makes no guarantees as to continued reliability of generator’s standby power service. State shall not be liable to Licensee or third Parties for failure to provide electricity due to rolling blackouts or other causes beyond State’s control. Licensee shall comply with energy conservation measures, Governor’s Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

**NOTICES**

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with License Number L-2901 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

State**Department of General Services**

Real Estate Services Division

Lease Management, L-2901

707 3rd Street, 5<sup>th</sup> Floor

West Sacramento, CA 95605

Office: (916) 375-4171

Email: [Leasemanagement@dgs.ca.gov](mailto:Leasemanagement@dgs.ca.gov)

*With Copies to:***California Highway Patrol**

Telecommunications Section – Leasing

601 N. 7<sup>th</sup> Street - Building C

Sacramento, CA 95811-0208

Phone: (916) 843-4200

Email: [chptelecomleasing@chp.ca.gov](mailto:chptelecomleasing@chp.ca.gov)



**SECTION 1 – SITE SPECIFIC PROVISIONS****NOTICES  
(CONT)**

To Licensee:     **County of Plumas**  
Attn: Sheriff's Office  
1446 East Main Street  
Quincy, CA 95971  
Phone: (530) 283-74401  
Email: [sheriff@pcso.net](mailto:sheriff@pcso.net)

*With Copies to:*   **Plumas County Administrative Officer**  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6446

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Licensee is obligated to notify all State of California offices listed below. The failure to provide written notice to all such offices will be deemed to constitute a lack of notice.

**IMPROVEMENTS  
AND  
MODIFICATIONS**

9. Licensee at its sole cost and expense may, subject to the fees assessed Licensee for changes as Stated in Section 2, Paragraph 14, "Technical Analysis Fees" and Section 2, Paragraph 15, "License Modification Fees" hereof, from time to time during its tenancy of the Premises:

(a) Connect wires and equipment to lines adjoining the Premises. All work done by Licensee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install, and use in, upon, and under, and remove from the Premises such wires, equipment, and other property of whatsoever kind and nature as Licensee deems necessary consistent with the purpose of this License as set forth in the "Use" Section hereof.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

(d) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.



**SECTION 1 – SITE SPECIFIC PROVISIONS****IMPROVEMENTS  
AND  
MODIFICATIONS  
(CONT)**

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Licensee and will not relieve Licensee of the obligation of complying with any and all terms and conditions of this License; Licensee shall notify State thirty (30) days prior to the actual construction.

**HOLDING OVER  
& LICENSE  
RENEWAL**

- 10.** With the exception of the License extension option periods described in “Term” Clause of this License, any holding over by Licensee after expiration or termination of this License shall not be considered as a renewal or extension of this License.

The occupancy of the Premises after the expiration or termination of this License shall constitute a month-to-month tenancy, and all other terms and conditions of this License shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject to a rent increase of three percent (3%) of the ending rent, rounded to the nearest dollar, payable monthly in advance.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term Stated above or as said term is reduced as provided herein.

**CLEAR TITLE**

- 11.** At the termination of this License or in the event of a breach of the terms of this License by Licensee resulting in the early termination of this License, Licensee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

**End of Section 1**

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****ROAD ACCESS  
AND FEES**

- 12.** Licensee shall at all times during the term of this License have a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the Premises 24 hours a day, 7 days a week from the terminus of the access road to the above-described Premises.

Should Licensee's access be unavailable for any reason, State agrees to work diligently with Licensee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

Only Licensee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Licensee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

Licensee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Licensee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

**CHANGE IN  
EQUIPMENT**

- 13.** Licensee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Clause 9, Improvements & Modifications; Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees. Said "TD-311 Application" is available upon request.

Licensee shall not cause or permit any change of any equipment installed by Licensee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Clause 14, Technical Analysis Fees, and Section 2, Clause 15, License Modification Fees.

**TECHNICAL  
ANALYSIS FEES**

- 14.** Any change in Licensee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 17 of this Section 2. To initiate approval for a change or modification of equipment, Licensee must first contact CHP to obtain a current TD-311 application form. Licensee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

**LICENSE  
MODIFICATION  
FEES**

- 15.** An administration fee may be assessed for any action originated by Licensee requiring License administration staff work by State, such as but not limited to, name changes, assignments of License or changes in equipment which result in an amendment to, or assignment of this License.

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****LICENSE  
MODIFICATION  
FEES  
(CONT)**

To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Licensee will be required to remit the administration fee to State's address listed in the "Notices" Section of this License or otherwise directed in writing.

**ELECTRONIC  
EQUIPMENT  
STANDARDS**

- 16.** With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: Licensee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements.

If Licensee was in occupation under a previous License, Licensee shall have one hundred and ninety (90) days from the commencement of this License to conform to any new site standards. Licensee shall display on each piece of equipment the emergency contact information.

Licensee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all of the State's equipment located on the Premises.

**ELIMINTAION OF  
INTERFERENCE**

- 17.** (a) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Licensee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Licensee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this License and evict Licensee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by a qualified technical person representing Licensee and a representative designated by State.

If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Licensee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this License and evict Licensee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of License and eviction of Licensee.

**SECTION 2 – TELECOM SPECIFIC PROVISIONS****WORKMANSHIP  
STANDARDS**

- 18.** The installation and maintenance of the electronic equipment of Licensee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State and be satisfactory to State.

**DISPOSITION OF  
LICENSEE'S  
PERSONAL  
PROPERTY**

- 19.** (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Licensee's tenancy.

(b) Should Licensee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.

(c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

**LICENSEE  
GUARANTEES**

- 20.** Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee and payable upon demand.

**End of Section 2**

**SECTION 3 – STANDARD PROVISIONS****PERMITS AND  
APPROVALS**

- 21.** The Parties agree that Licensee's ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third Party. State will cooperate with Licensee at no expense to State, in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to State.

**DEFAULT**

- 22.** Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Licensee's expense all property there from and to reposess and occupy the Premises. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever.

**COMPLIANCE  
WITH LAWS**

- 23.** Licensee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, State and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

**SECTION 3 – STANDARD PROVISIONS****FAILURE TO  
PERFORM**

- 24.** In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand.

**ASSIGNMENT,  
SUBLET, CHANGE  
IN USE**

- 25.** This Agreement may be sold, assigned or transferred by Licensee without any approval or consent of State to Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this License may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed.

**RIGHTS  
RESERVED BY  
STATE**

- 26.** (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

**AMERICANS WITH  
DISABILITIES ACT;  
UNRUH CIVIL  
RIGHTS ACT;  
DISABLED  
PERSONS ACT**

- 27.** Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

**SECTION 3 – STANDARD PROVISIONS****PROHIBITED  
USES**

- 28.** Licensee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Licensee is permitted at the Premises. Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Licensee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

**FIRE AND  
CASUALTY  
DAMAGES**

- 29.** State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

**AUDIT**

- 30.** Licensee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue Statements Licensee shall bear all costs associated with said audit.

Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Licensee understands the State is subject to the Public Records Act.

**ACTS OF NATURE**

- 31.** If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Licensee shall immediately notify State of such items and the date the replacement is complete.

**HAZARDOUS  
SUBSTANCE**

- 32.** Licensee agrees that it shall comply with all laws, federal, State, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.



**SECTION 3 – STANDARD PROVISIONS****HAZARDOUS  
SUBSTANCE  
(CONT)**

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

**CONDITION OF  
PREMISES**

- 33.** (a) Licensee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Licensee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Licensee shall not call on State to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

**TAXES AND  
ASSESSMENTS**

- 34.** Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

**VACATING THE  
PREMISES**

- 35.** Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Licensee will schedule and perform a walkthrough with the Facility Manager to be sure the Premises is left in acceptable condition.

**NON-  
DISCRIMINATION**

- 36.** (a) In the performance of this License, Licensee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.



**SECTION 3 – STANDARD PROVISIONS****NON-  
DISCRIMINATION  
(CONT)**

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the performance of this License, Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

**INSURANCE**

- 37.** Prior to, or at License execution, Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's License Number (L-2901) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

**COMMERCIAL GENERAL LIABILITY**

Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

## SECTION 3 – STANDARD PROVISIONS

### INSURANCE (CONT)

#### **AUTOMOBILE LIABILITY**

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

#### **WORKERS' COMPENSATION**

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

#### **GENERAL REQUIREMENTS**

Licensee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Licensee shall notify State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Licensee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

**SECTION 3 – STANDARD PROVISIONS****HOLD HARMLESS  
INDEMNIFICATION**

- 38.** Licensee agrees to indemnify and hold harmless State for any damage proximately caused by Licensee by reason of the Licensee's uses authorized in this License. Licensee shall not indemnify or hold State harmless for any claim or damages caused by State's sole negligence or willful misconduct, or any other claims or damages.

This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

**LOSSES**

- 39.** State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

**DEBT LIABILITY  
DISCLAIMER**

- 40.** State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Licensee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Licensee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assignees.

**RECORDING**

- 41.** Licensee shall not record this License a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.

**RELOCATION**

- 42.** (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against State for damages or other relief should the License be terminated and waives any such claims it may have.

(b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by Sublicensee.

**SECTION 3 – STANDARD PROVISIONS****RELOCATION  
(CONT)**

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the License that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Licensee, prior to the commencement of any construction implementing State's development plans, to relocate Licensee's Premises as defined in the License. In such case, State shall be responsible to reasonably coordinate with Licensee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Licensee within the facility grounds, State, upon one hundred eighty (180) days written notice, may require Licensee to leave State premises.

**SMOKING  
RESTRICTIONS**

- 43.** Smoking is not allowed in or upon the Premises. Licensee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

**AUTHORITY TO  
CONTRACT**

- 44.** Each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

**PARTNERSHIP  
DISCLAIMER**

- 45.** Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

**CEQA**

- 46.** Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).

**BANKRUPTCY**

- 47.** In no event shall this License or the leasehold estate become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Licensee; (c) a writ of execution is levied against this License or the leasehold estate; or (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.

**AMENDMENTS  
AND  
MODIFICATIONS**

- 48.** No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

**MUTUAL  
CONSENT**

- 49.** Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the Parties hereto in writing.

**SECTION 3 – STANDARD PROVISIONS**

- FORCE MAJEURE**      **50.** If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the Party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charge required of Licensee, except as may be expressly provided in this License.
- WAIVER**      **51.** If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee.
- Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.
- ENTIRE AGREEMENT**      **52.** This License and its exhibits constitute the entire agreement between State and Licensee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
- PARAGRAPH HEADINGS**      **53.** All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.
- SEVERABILITY**      **54.** If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.
- SEPARATE COUNTERPARTS**      **55.** This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.
- SUPERSEDURE**      **56.** This License supersedes and voids any prior license, License or agreement between State and Licensee identified in this License with regards to the Premises.
- BINDING**      **57.** The Terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

## SECTION 3 – STANDARD PROVISIONS

- ESSENCE OF TIME     **58.** Time is of the essence for each and all of the provisions, covenants and conditions of this License.
- EXECUTIVE  
ORDER N-6-22 –  
RUSSIA  
SANCTIONS     **59.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**End of Section 3**

**IN WITNESS WHEREOF**, this License has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA  
APPROVED:**

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: \_\_\_\_\_  
**Trevor Johnson**, Assistant Chief  
State Owned Leasing and  
Development

**LICENSEE:**

PLUMAS COUNTY SHERIFF'S OFFICE  
a political subdivision of the State of California

By: \_\_\_\_\_  
**Todd Johns**, Sheriff

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

STATE OWNED LEASING AND  
DEVELOPMENT

By: \_\_\_\_\_  
**Kimberley Tsumura**  
Senior Real Estate Officer

**CONSENT:**

CALIFORNIA HIGHWAY PATROL

By: \_\_\_\_\_  
**J.D. Sacconi**  
Assistant Chief  
Administrative Services Division

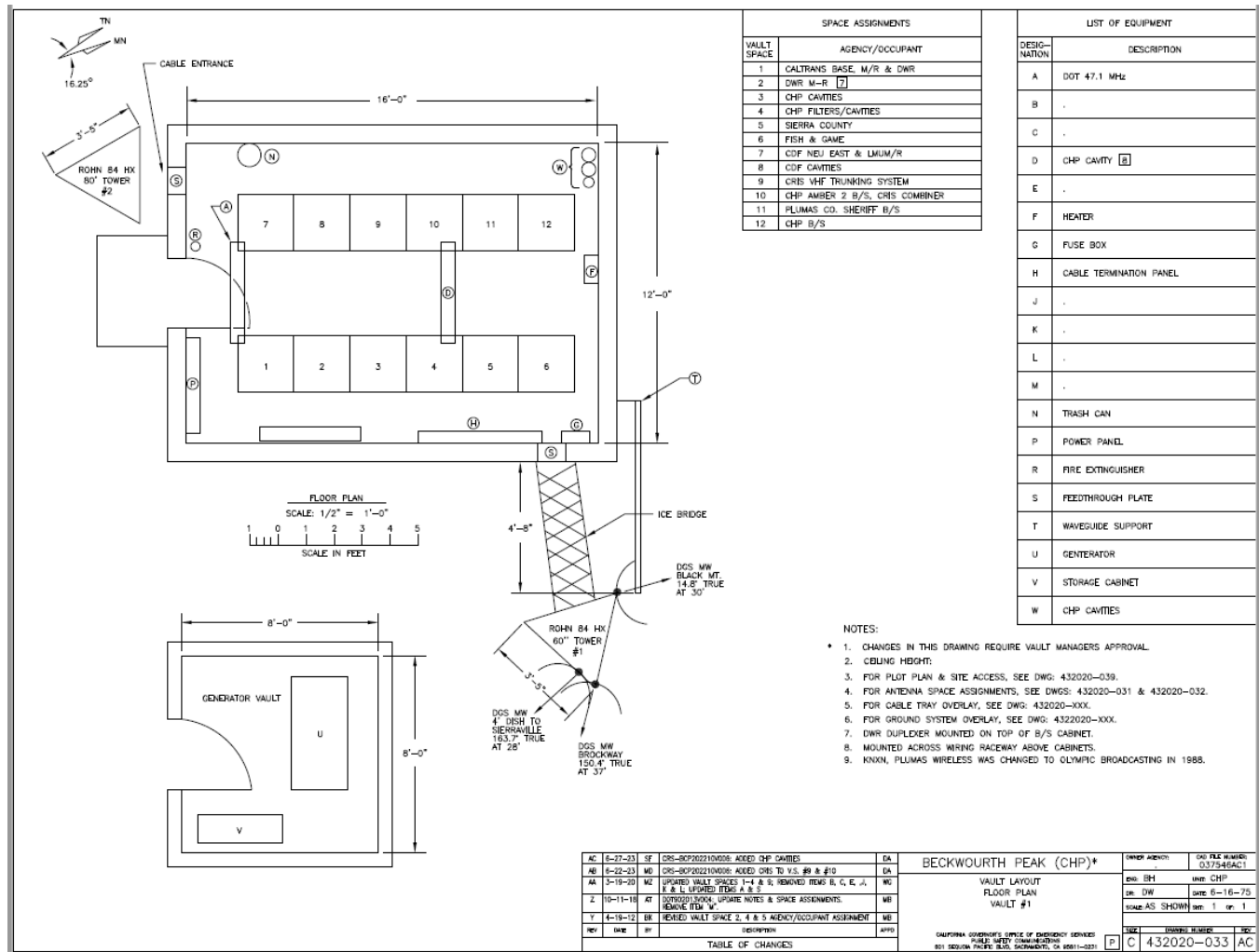
Exhibit A  
L-2901 Vault Layout  
(Page 1 of 2)



Exhibit A  
L-2901 Tower Layout  
(Page 2 of 2)

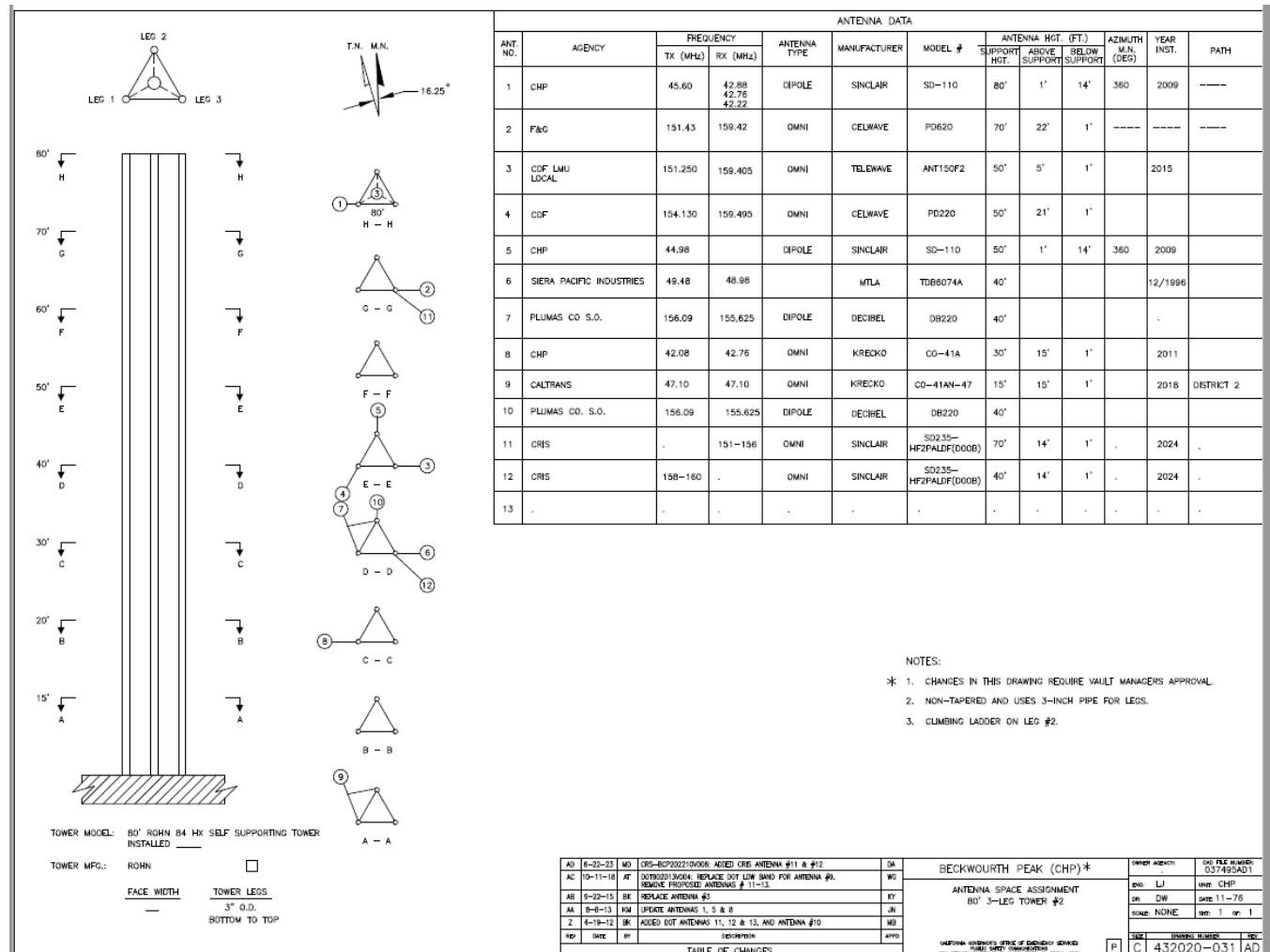


Exhibit B  
L-2901 Approved TD-311 Application  
(attached separately)



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M E M O R A N D U M

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**Date:** March 19, 2024

**To:** Clint Beloberk, Captain  
Telecommunications Section  
California Highway Patrol  
601 North 7th Street  
Sacramento, CA 95811

G-20

**From:** Yolanda Villasenor, Telecommunications Systems Manager I (Supervisor)  
Public Safety Communications

**Subject:** Radio Vault Space Application (TD-311) Non-State User – Renewal  
Plumas County Sheriff's Office – L-2901  
Red Hill, Plumas County  
CHP-TEL 002419

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A technical analysis of the attached TD-311, Radio Vault Space Application for the Plumas County Sheriff's Office has been completed. The Plumas County Sheriff's Office is requesting to renew the Plumas County Sheriff's Office lease at the Red Hill (Plumas) radio site.

Transmit  
156.090 MHz

Receive  
155.625 MHz

The Plumas County Sheriff's Office will continue to occupy rack space 12 and 13. See attached Vault Layout Floor Plan drawing 432210-031.

The Plumas County Sheriff's Office will continue to occupy antenna space 8. See attached Antenna Space Assignment drawing 432210-060.

The Plumas County Sheriff's Office will continue to use commercial and emergency power.

The Office of Emergency Services, Public Safety Communications-Special Projects Unit has reviewed the information provided and finds no technical reason to deny this application.

Based on information shown on the application, the Office of Emergency Services, Public Safety Communications technically approves this application. If at any time interference becomes a problem, it will be the responsibility of the Plumas County Sheriff's Office to resolve.

Clint Beloberk, Captain  
March 19, 2024  
Page 2

Please contact Keith Estes, Senior Telecommunications Engineer at (916) 894-5137 or by email at [keith.estes@caloes.ca.gov](mailto:keith.estes@caloes.ca.gov) if you have any questions.

Attachments

cc: Steven Higa, Senior Telecommunications Engineer, CHP Unit  
George A. Cassell, Telecommunications Leasing Manager, CHP  
Betty Holland, Telecommunications Systems Analyst II, CHP  
Dong Lu, Associate Governmental Program Analyst, CHP  
Shafia S. Mohammed, Associated Government Program Analyst, CHP

## Exhibit B

APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the TDe-311. These sheets must be completed, signed and accompanied with the Technical Data Sheets.

Applicant: **Plumas County Sheriff's Office**

(organization name)

**1400 E Main St**

(address)

**Quincy, CA 95971**

(city, state, zip)

**530-283-6375**

(telephone number)

**chermann@pcso.net**

(email address)

In accordance with the attached Technical Data Sheet(s), application is hereby made to:

☐

Establish New Lease

☐

Modify Lease (describe specific changes):

(attach additional sheet if more space is required)

\_\_\_\_\_

☐

Renew lease with modification as stated:

(attach additional sheet if more space is required)

\_\_\_\_\_

☒

Renew lease (no changes, technical sheets must be completed)

☐

Lease \_\_\_\_\_ square feet

For vault space and related antenna space at **Red Hill**

(site name)

Power requirements for operations of communications equipment are:

☒

Commercial and emergency power

☐

Commercial power only

☐

No power required.

**NOTE:** Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly.

**Person responsible for lease negotiations and submission of this application:**

**Mike Grant**

(name)

**1400 E Main St**

(address)

**Quincy, CA 95971**

(city, state, zip)

**530-283-7440**

(telephone number)

**mgrant@pcso.net**

(email address)

**Billing Information:**

Applicant: **Plumas County Sheriffs Office**

(name)

**1400 E Main St**

(address)

**Quincy, CA 95971**

(city, state, zip)

**530-283-6396**

(telephone number)

**roni@pcso.net**

(email address)

It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.

Applicant: **Plumas co Sheriff's Office**

By: **Mike Grant**

Title: **Communications Coordinator**

Date: **1/22/24**

Receipt of a non-refundable application fee in the amount of \$ 0.00 is hereby acknowledged.

STATE OF CALIFORNIA

*Betty Holland*

By: **Betty Holland, TSA II**

Date: **2/1/2024**

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.



**TECHNICAL DATA SHEETS**

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: Red Hill  
County: Plumas

Date: 1/22/24

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Mike Grant  
(name)  
1400 E Main St  
(address)  
Quincy, CA 95971  
(city, state, zip)  
530-283-7440  
(telephone number)

Date equipment desired to be in operation: In place

(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the PW Radio Service.

FCC callsign of this installation: KDT 677. (Include a copy of the FCC license)

Type of operation: ☐ Base Station ☒ Mobile Relay ☐ Microwave Station  
☐ Other \_\_\_\_\_

Additional rack space to be leased (in 1/3 rack increments): \_\_\_\_\_

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐ Wall Space ☒ Floor Space 30x24x24 (HxWxD, inches)  
☐ Rack Space ☐ Additional space not required

Space for battery facilities required, if any, including charger:

☐ Wall Space ☐ Floor Space \_\_\_\_\_ (HxWxD, inches)  
☐ Radio Rack ☐ Not required

Maximum power consumption: TRANSMIT: 450 Watts RECEIVE: 200 Watts at

Voltage: ☒ 110 Volts AC ☐ 12 volts DC ☐ 48 volts DC  
☐ Other \_\_\_\_\_

**EQUIPMENT DATA**

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

**FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.**

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

**TRANSMITTER #1**                      Power output **100 W**

Frequency(s) <b>156.090</b>	Existing (E) Removing (R) New (N)
Make and Model: <b>Motorola GTR</b>	E

**RECEIVER #1**

Frequency(s) <b>155.625</b>	Existing (E) Removing (R) New (N)
Make and Model: <b>Motorola GTR</b>	E

**TRANSMITTER #2**                      Power output \_\_\_\_\_ W

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

**RECEIVER #2**

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

**TRANSMITTER #3**                      Power output \_\_\_\_\_ W

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

**RECEIVER #3**

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

**TRANSMITTER #4**                      Power output \_\_\_\_\_ W

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

**RECEIVER #4**

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	



**ANTENNA DATA**

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Telwave ANT150F2	60"	2.5		60	E
2						
3						
4						
5						
6						
7						

\* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

**AUXILIARY EQUIPMENT DATA**

For each transmitter, receiver, or combination, supply the following:

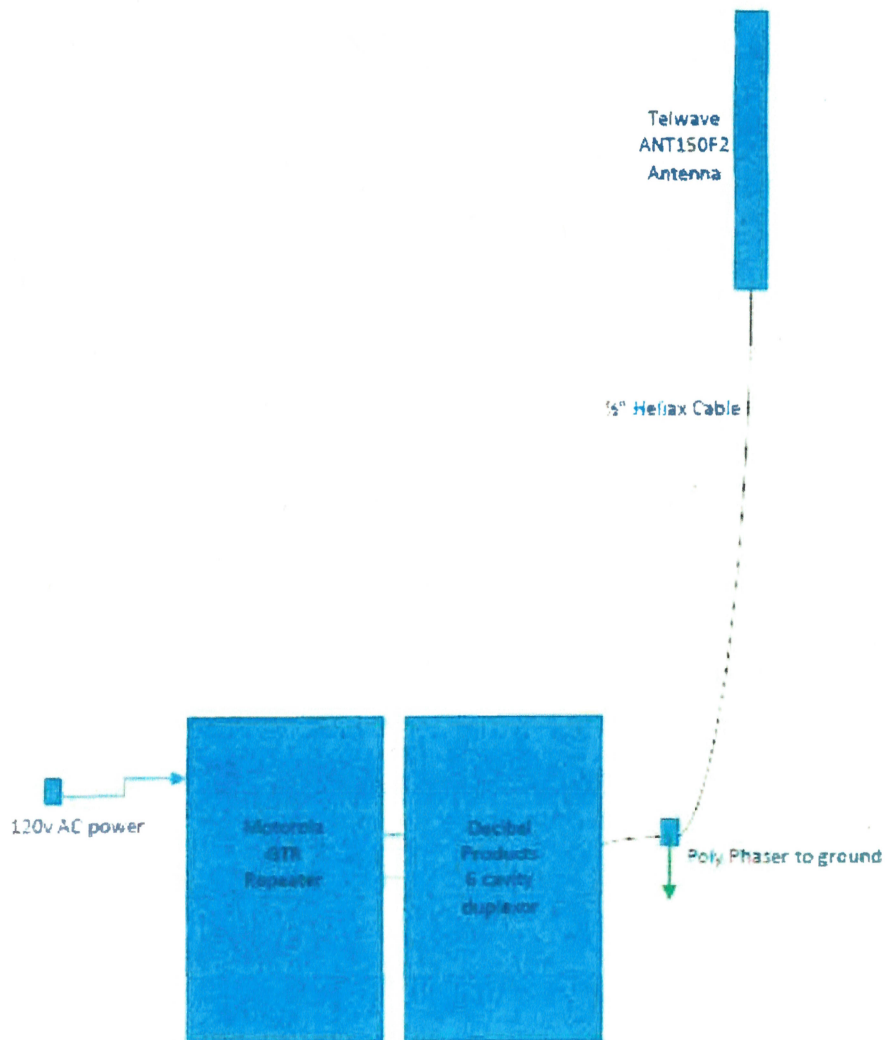
Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

Decibal Products 6 cavity duplaxor, unknown model number

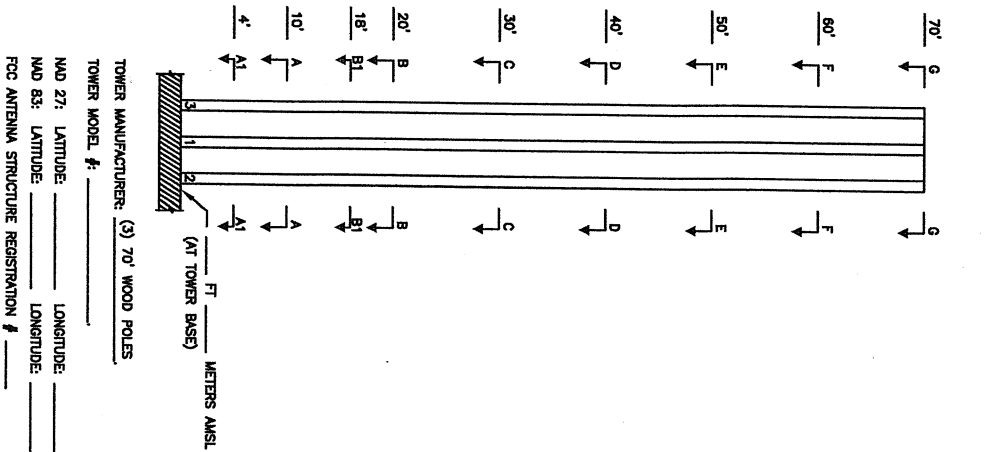
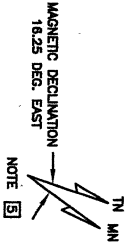
## Exhibit B

### SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.



ANTENNA DATA																
ANT. NO.	AGENCY	FREQUENCY		ANTENNA SPECIFICATIONS				ANTENNA MFG LOCATION (DETAIL A)					AZIMUTH DEGREES TN	MECHANICAL TILT +/- ANTENNA (DEGREES)	YEAR INSTALL	ANTENNA PATH TO (FOR END SITE NAME)
		TX (MHz)	RX (MHz)	MFG.	MODEL [3]	TYPE [4] (DETAIL A)	GAIN DB	DM "A"	DM "B"	DM "C"	DM "D"					
1	DMR & FED	401.7805		SYNERGETICS		YAGI		4'					183° TN			
2	DMR	151.235 PL 131.8	159.240 PL 131.8	RFS	220-3M	OMNI		18'							2008	
3	PLUMAS CO. S.O.	463.125.9	463.125	CLW				18'								
4	USFS	189.9	170.55	CLW	PD-220-509	OMNI		18'								
5	FBI	167.7125	163.8875	CLW	PD-220	OMNI		18'								
6	CDP	151.355	159.3	CLW	PD-220-509	OMNI		18'								
7	F&G	151.43	159.42	CLW	PD-620	OMNI		70			20					
8	PLUMAS CO. S.O.	156.09	155.625	TW	ANT15072	OMNI		70		5'					2010	
9																
10	DOT	47.10	47.10	CLW	PD-175-509	OMNI		50								
11	CHP	44.98		KRECO	CO-41M	OMNI	0	50'							2011	
12	DOT	856.9875	811.7825	ANTEL	BCD-8007	OMNI	6.5	70'							2013	
13	DOT	453.6875	458.6875	KATHREN	RAS-400	YAGI	10	80'				225° TN	-5.7		2013	PULGA RR1



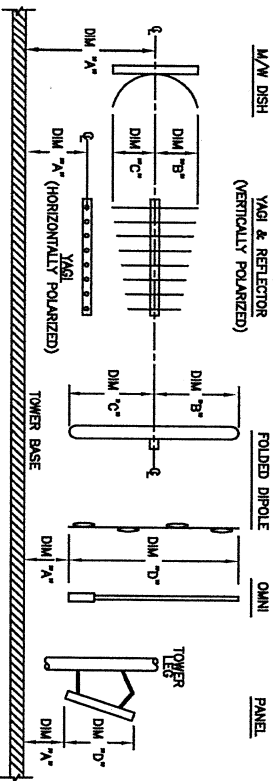
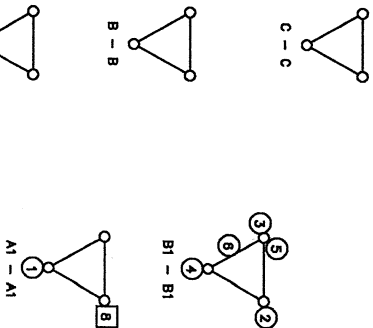
TOWER MANUFACTURER: (3) 70' WOOD POLES

TOWER MODEL #: \_\_\_\_\_

NAD 27: LATITUDE: \_\_\_\_\_ LONGITUDE: \_\_\_\_\_

NAD 83: LATITUDE: \_\_\_\_\_ LONGITUDE: \_\_\_\_\_

FCC ANTENNA STRUCTURE REGISTRATION # \_\_\_\_\_



LEGEND

AMSL = ABOVE MEAN SEA LEVEL

DEG. = DEGREES

MN = MAGNETIC NORTH

TN = TRUE NORTH

NOTES:

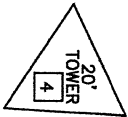
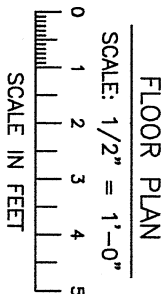
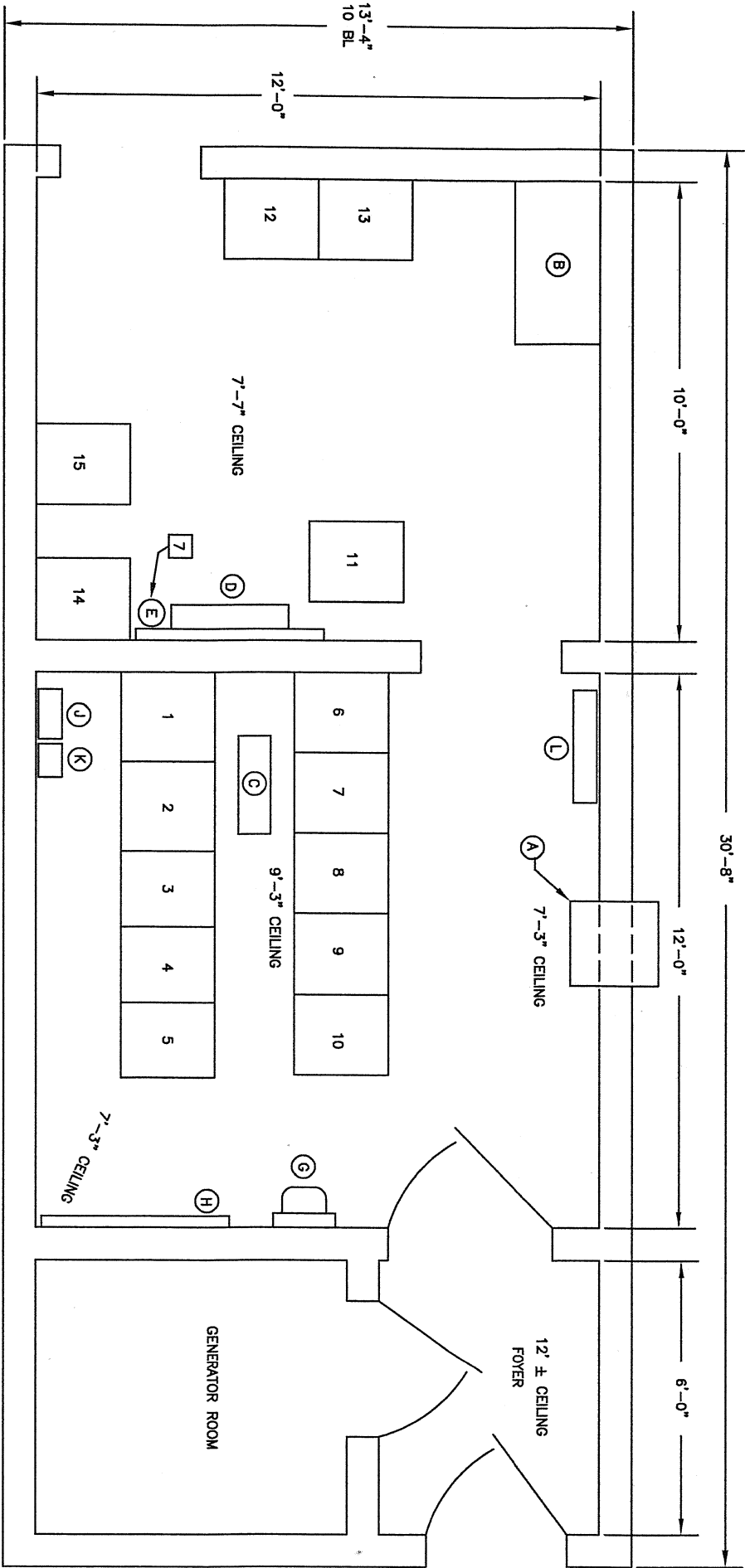
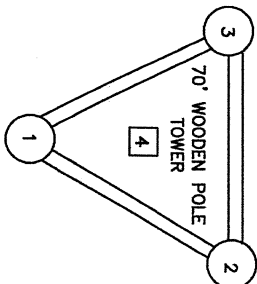
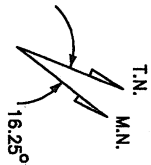
- \* 1. CHANGES TO THIS DRAWING REQUIRE VAULT MANAGERS APPROVAL.
- 2. FOR PLOT PLAN SITE ACCESS, SEE DWG. 432210-
- 3. VHF/UHF/800 ANTENNAS:
  - A. ELECTRICAL DOWNTILT DETAILS WILL BE IDENTIFIED IN THE NOTES.
  - B. ANTENNA(S) ARE VERTICALLY POLARIZED UNLESS OTHERWISE NOTED.
- 4. IDENTIFY TYPE: DISH, FOLDED DIPOLE, OMNI, PANEL, REFLECTOR, YAGI, ....ETC.
- 5. AZIMUTH CALCULATIONS:
  - A. COMPASS BEARING (DEGREES M.N.) = MAP BEARING (DEGREES T.N.) - EAST MAGNETIC DECLINATION (DEGREES)
  - B. MAP BEARING (DEGREES T.N.) = COMPASS BEARING (DEGREES M.N.) + EAST MAGNETIC DECLINATION (DEGREES)
- 6. FOR SITE MICROWAVE ANTENNA LAYOUT & PRESSURIZATION EQUIPMENT, SEE DWG. \_\_\_\_\_
- 7. ANTENNA/DISH MECHANICAL TILT:
  - A. POSITIVE DEGREES DENOTES UPTILT.
  - B. NEGATIVE DEGREES DENOTES DOWNTILT.
- 8. ANEMOMETER, WIND DIR. & ICE DETECTOR.

K	4-18-24	AT	ADD ANTENNA #3	CS	RED HILL, PLUMAS (CHP) *				OWNER AGENCY	DATE	DATE
J	3-3-24	MD	DELETE ANTENNA #3 AND UPRATE ANTENNA #9	AT	ANTENNA SPACE ASSIGNMENT				DATE	DATE	DATE
H	5-27-21	MD	DOT-DOT 1702ZMAY01; UPRATE FES 70-310	LI	70 FOOT WOODEN POLE - 3 LEG				DATE	DATE	DATE
G	10-18-19	MD	DELETE ANTENNA #9 AND UPRATE ANTENNA #13	JS	SUPPORT STRUCTURE				DATE	DATE	DATE
F	8-21-13	MD	CIPROKOSWEB; UPRATE ANTENNA #11	AN					DATE	DATE	DATE
EW		W		APP					DATE	DATE	DATE

TABLE OF CHANGES

CHANGING CONTRACTOR OFFICE OF MANAGEMENT SERVICES  
801 BRIDGES AVENUE, SUITE 200, BIRMINGHAM, AL 35217-3501

[P] [D] 432210-060 [K]



NOTES:

1. CHANGES IN THIS DRAWING REQUIRE VAULT MANAGERS APPROVAL.
2. CEILING HEIGHT: SEE FLOOR PLAN FOR VARIOUS LOCATIONS.
3. FOR PLOT PLAN & SITE ACCESS, SEE DWG: 432210--
4. ANTENNA SPACE ASSIGNMENTS:  
FOR 20' TOWER, SEE DWG: 432210-059.  
FOR 70' WOODEN POLE TOWER, SEE DWG: 432210-060.
5. FOR CABLE TRAY OVERLAY SEE DWG: 432210-061.
6. FOR GROUND SYSTEM OVERLAY SEE DWG: 432210--
7. FEED THROUGH PORT ROOM TO ROOM FOR -48VDC POWER.

SPACE ASSIGNMENTS	
VAULT SPACE	AGENCY/OCCUPANT
1	PSC MW DIGITAL RADIO/CRIS (FUTURE)
2	PLUMAS CO. S.O.
3	PSC MW/MPLS TO HOUGH
4	DWR
5	CHP LOWBAND CAVITIES
6	DOT
7	F&G
8	CDT, CMD1
9	CHP VHF LOWBAND B/S
10	DOT PULGA
11	FBI
12	PLUMAS CO. S.O.
13	PLUMAS CO. S.O.
14	CRIS BATTERY BANK
15	PSC MW BATTERY/CHARGER COMBO RACK

LIST OF EQUIPMENT	
DESIG-NATION	DESCRIPTION
A	AIR CONDITIONER
B	STORAGE CABINET
C	LOWBAND CAVITIES (MOUNTED HORIZONTALLY)
D	DISTRIBUTION PANEL
E	PSC MW -48VDC FEED THRU
F	12V DC BATTERY RACK
G	METER #H88309
H	TERMINAL BLOCKS
J	PSC MW DEHYDRATOR
K	PSC MW 1X4 MANIFOLD
L	DOT LOWBAND CAVITIES (MOUNTED HORIZONTALLY)

AG	4-24-24	AT	REPOSITION RACK 11, RENSED RACK 2 AGENCY, UPDATED EQUIP. C	GW	RED HILL, PLUMAS (CHP) *
AF	7-11-23	NOK	CAR-BEP000004: UPDATE V.S. #1, #3, #15, ADD DESGN. E ADD NOTE 7 CAR-BEP000004: ADD NEW V.S.#15 FOR MW/MPLS (4-19-23) CRS-BEP 202210009: UPDATE CRS TO V.S. 1, REMOVE CRS FROM V.S. 6 CRS-BEP 202210009: ADDDED CRS EQUIP. TO V.S. 3, 6 & 14	CR	VAULT LAYOUT FLOOR PLAN (PLUMAS CO.)
AE	5-2-23	MD	DESCRIPTION	DA	
REV	DATE	BY	DESCRIPTION	APPD	
TABLE OF CHANGES					
OUTERVA OVERSEAS OFFICE OF EMERGENCY SERVICES 401 SEASIDE PARKWAY SUITE 200, SCARSDALE, NY 11757-0231					
P		C		432210-031	
AG		AG		AG	



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

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

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

**MEETING DATE:** December 3, 2024

**SUBJECT:** 11AM TIME CERTAIN - **PUBLIC HEARING:** Pursuant to California Government Code Sections 25123(d), 25126, and 25131 adopt an **ORDINANCE** of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires; approved as to form by County Counsel. Four/fifths required roll call vote

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**Recommendation:**

1. Hold the Public Hearing.
2. Find the **ORDINANCE** exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.
3. Adopt the **ORDINANCE** of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires.

**Background and Discussion:**

Chapter 9 (Beckwourth Complex and Dixie Fires Recovery), of Title 4 (Public Safety) of the Plumas County Code Article 1. Findings and Title; Article 2. Mandatory Debris and Hazard Tree Removal; Article 5. Emergency Interim Housing Outside the Beckwourth Complex and Dixie Fires Area; and Article 6. Emergency Interim Housing Inside the Beckwourth Complex and Dixie Fires Area are proposed to be amended, deleted, or added to as set forth in Exhibit "A" of the Ordinance.

The purpose of the Ordinance is to mitigate the harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate emergency interim housing and the orderly response to the Beckwourth Complex and Dixie Fires.

The Debris Removal Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1136. Ordinance No. 21-1136 was then amended and codified under Ordinance No. 21-1139 adding Chapter 9 to Title 4 to the Plumas County Code.

The Emergency Interim Housing Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1138. Ordinance No. 21-1138 was then amended by Ordinance No. 21-1140, and Ordinance No. 21-1140 was then amended by Ordinance No. 22-1146.

This proposed Ordinance, amending Chapter 9 of Title 4 would codify sections of the Emergency Interim Housing Urgency Ordinance No. 22-1146, adding Articles 5 and 6 and amending Article 1, and would further amend Articles 1 and 2 pertaining to debris removal activities. Specifically, amendments include:

- Finding and declaring that this Urgency Ordinance is to mitigate the continued harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate emergency interim housing and the orderly response to the Beckwourth Complex and Dixie Fires disaster. Note the Board of Supervisors, as recently as November 12, 2024, reviewed, pursuant to Government Code section 8630, Resolution No. 21-8601 and Resolution No. 21-8605 and ratified the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires recommendation to continue the emergency and bring back within 60 days, on January 14, 2025.
- Extending the “Effective Period” or the date until which Chapter 9 will remain in effect from December 31, 2024, to December 31, 2025.
- Adding and amending definitions pertaining to Emergency Interim Housing, for example, “Basecamp” including providing for workforce housing for the purpose of “...fuels reduction activities” and “Employee Housing” and “Workforce Housing” meaning a Basecamp for temporary housing including “...recreational vehicles, movable tiny home, temporary dwellings, and nonstructural temporary shelters” and “nonstructural temporary shelters” meaning a non-engineered place of refuge such as a tent.
- Clarifying the use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses inside and outside the Dixie Fire and Beckwourth Complex Fire perimeters (as delineated by CAL FIRE) are allowed as emergency interim housing for Displaced Persons and wildfire recovery efforts and fuels reduction activities.
- Other minor administrative clean-up amendments.

This proposed Ordinance, if adopted, shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors pursuant to California Government Code Sections 25123(d) (immediate preservation of the public peace, health, or safety, which shall contain a declaration of the facts constituting the urgency, and shall be passed by a four-fifths vote of the board of supervisors), 25216 (restatement of Articles 3 and 4 in the interest of clarity), and 25131 (urgency ordinance may be passed immediately). Further, this proposed Ordinance, if adopted, would be codified as set forth in Exhibit “B” of the Ordinance.

### **California Environmental Quality Act (CEQA)**

Adoption of this Ordinance is proposed to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code. A CEQA Notice of Exemption has been prepared should the Ordinance be adopted.

### **Action:**

Find the **ORDINANCE** exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code, and pursuant to California Government Code Sections 25123(d), 25126, and 25131 adopt

the **ORDINANCE** of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires.

**Fiscal Impact:**

General Fund FY24/25 Planning Department, Planning Director staff time.

**Attachments:**

1. PCC Title 4\_Chapter 9\_DbrsRmvl\_EmgHusngOrd 2024-
2. Notice of Exemption - Debris\_Housing\_Urgency Ordinance

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING CHAPTER 9 TO TITLE 4 OF THE PLUMAS COUNTY CODE CONCERNING  
RECOVERY FROM THE BECKWOURTH COMPLEX AND DIXIE FIRES**

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

**SECTION 1. Ordinance Amendments**

Title 4 Public Safety of the Plumas County Code is amended, deleted, or added, with section references set forth below, and the entire proposed draft Ordinance revisions are shown, as attached in Exhibit “A.”

The Debris Removal Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1136. Ordinance No. 21-1136 was then amended and codified under Ordinance No. 21-1139 adding Chapter 9 to Title 4 to the Plumas County Code. The Emergency Interim Housing Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1138. Ordinance No. 21-1138 was then amended by Ordinance No. 21-1140, and Ordinance No. 21-1140 was then amended by Ordinance No. 22-1146. This Ordinance amending Chapter 9 of Title 4 shall codify sections of the Emergency Interim Housing Urgency Ordinance No. 22-1146 adding Articles 5 and 6 and amending Article 1. This Ordinance further amends Articles 1 and 2 as it pertains to debris removal activities.

Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 1. Findings and Title:

Sec. 4-9.01. Emergency Findings and Declarations

Sec. 4-9.02. Definitions

Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 2. Mandatory Debris and Hazard Tree Removal:

Sec. 4-9.202. Effective Period

Sec. 4-9.203. Prohibition on Removal of Structural Debris from Private Property

Sec. 4-9.204. Removal of Structural Debris and Hazard Trees through the Government Program

Sec. 4-9.205. Owner’s Removal of Structural Debris through the Alternative Program

Sec. 4-9.206. Owner’s Removal of Hazard Trees through the Private Tree Program

Sec. 4-9.207. Hold on Building Permits

Sec. 4-9.208. Deadlines and Enforcement

Sec. 4-9.209. Judicial Enforcement Action

Sec. 4-9.210. Remedies Not Exclusive

Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 5. Emergency Interim Housing Outside the Beckwourth Complex and Dixie Fires Area:

Sec. 4-9.501. – Purpose

Sec. 4-9.502. – Administration and Enforcement

Sec. 4-9.503. – Residential Use of Recreational Vehicles and Temporary Dwellings

Sec. 4-9.504. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar lodging uses

Sec. 4-9.505. – Removal and Disconnection

Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 6. Emergency Interim Housing Inside the Beckwourth Complex and Dixie Fires Area:

Sec. 4-9.601. – Purpose

Sec. 4-9.602. – Prohibition, Administration, and Enforcement

Sec. 4-9.603. – Transitory Use of Recreational Vehicles

Sec. 4-9.604. – Temporary Dwellings with Utility Hook-ups

Sec. 4-9.605. – Use of Cargo Storage Containers

Sec. 4-9.606. – Standards

Sec. 4-9.607. – Government Sheltering Sites

Sec. 4-9.608. – Temporary Recreational Vehicle Parks



Sec. 4-9.609. – Nonconforming Structures and Uses

Sec. 4-9.610. – Reconstruction or Repair of Legally Constructed Residential, Commercial, or Industrial Building Due to a Wildfire

Sec. 4-9.611. – Reuse of Non-Conforming or Sub-Standard Septic Systems for Reconstruction of Non-Conforming or Single-Family Dwellings

Sec. 4-9.612. – Reuse of Non-Conforming or Sub-Standard Domestic Water Systems for Reconstruction of Non-Conforming or Single-Family Dwellings

Sec. 4-9.613. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or Other Similar Uses

Sec. 4-9.614. – Removal and Disconnection

## **SECTION 2. Effective Date**

This Ordinance is adopted and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors pursuant to California Government Code Section 25123(d) (immediate preservation of the public peace, health, or safety, which shall contain a declaration of the facts constituting the urgency, and shall be passed by a four-fifths vote of the board of supervisors), Section 25216 (restatement of articles in the interest of clarity), and Section 25131 (urgency ordinance may be passed immediately).

## **SECTION 3. Codification**

This Ordinance shall be codified as set forth in the final ordinance as attached in Exhibit “B.”

## **SECTION 4. CEQA**

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

## **SECTION 5. Publication**

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, at the board of supervisors’ chambers and shall remain posted thereafter for at least one (1) week.

The foregoing ordinance was **PASSED AND ADOPTED** on the 3<sup>rd</sup> day of December 2024 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Greg Hagwood, Chair of the Board of Supervisors

ATTEST:

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Allen Hiskey, Clerk of the Board of Supervisors

**DRAFT ORDINANCE  
“EXHIBIT A”  
PLUMAS COUNTY CODE  
TITLE 4 PUBLIC SAFETY**

**CHAPTER 9. - BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY**

**ARTICLE 1. FINDINGS AND TITLE**

**Section 4-9.01. - Emergency Findings and Declarations.**

This Urgency Ordinance is adopted pursuant to California Government Code Sections 25123(d) and 25131 and shall take effect immediately upon its approval (“Effective Date”) by at least a four-fifths vote of the Board of Supervisors and shall remain in effect until December 31, 2025 (“Effective Period”), unless otherwise specified herein, subject to extension or modification by the Board of Supervisors. The Board, in consultation with the Local Health Officer, finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

- A. On June 30, 2021 and July 2, 2021, lightning strikes sparked the Beckwourth Complex Fire, previously the Dotta and Sugar Fires, in Plumas County. Conditions of extreme peril to the safety of persons and property within the County of Plumas were caused by wildfire known as the Beckwourth Complex Fire on the 8th day of July, 2021, at which time the Board of Supervisors was not in session. ~~A map depicting the Beckwourth Complex Fire area is attached hereto as Exhibit A-1.~~
- B. On July 13, 2021, the Dixie Fire was started, and on July 22, 2021, the Fly Fire was started. The cause of both fires is still under investigation. On July 26, 2021, the two fires merged and became known as the Dixie Fire. (As the fires have merged, references to the Dixie Fire refer to both the Dixie and Fly Fires.) Conditions of extreme peril to the safety of persons and property within the County of Plumas were caused by wildfire known as the Dixie Fire on the 19th day of July, 2021, and by the Fly Fire on the 23<sup>rd</sup> day of July, 2021, at which times the Board of Supervisors was not in session. ~~A map depicting the current Dixie Fire area is attached hereto as Exhibit A-2.~~
- C. California Government Code Section 8630 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.
- D. On July 8, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Beckwourth Complex Fire. The Plumas County Board of Supervisors ratified the emergency proclamation for the Beckwourth Complex on July 13, 2021, in Resolution 21-8601.
- E. On July 19, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Dixie Fire. On July 23, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Fly Fire. The Plumas County

Board of Supervisors ratified the emergency proclamation of the Dixie Fire on July 20, 2021 in Resolution 21-8605, and the emergency proclamation of the Fly Fire on July 23, 2021, in Resolution 21-8608. The resolutions also requested that the State of California waive regulations that may hinder response and recovery efforts, as well as make available assistance under the California Disaster Assistance Act or any other state funding, and that the Federal Government expedite access to federal resources and any other appropriate federal disaster relief program.

- F. On July 16, 2021, the Governor of the State of California proclaimed a State of Emergency for multiple fires caused by lightning strike, including the Beckwourth Complex Fire pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.
- G. On July 23, 2021, the Governor of the State of California proclaimed a State of Emergency for the Dixie and Fly Fires pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.
- H. On July 26, 2021, Dr. Mark Satterfield, the County of Plumas's Local Health Officer, issued a Declaration of Health Emergency pursuant to California Health and Safety Code Section 101080. Dr. Satterfield's declaration stated that the Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and the hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and there is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire.
- I. As of August 22, 2021, the Beckwourth Complex Fire has consumed over 105,670 acres, destroyed 62 structures, and resulted in evacuation orders affecting 454 persons. As of August 13, 2021, 1,109 structures in Plumas County had been destroyed by the Dixie Fire, including 584 residential structures (3% residential structures), 131 commercial (15% commercial structures) and 394 other structures., with an additional 72 structures were damaged, As of August 20, 2021, the Dixie Fire has consumed over 700,630, acres, and resulted in evacuation orders or warnings which impacted over 2,600 Plumas residents. As a result, the Beckwourth Complex and Dixie Fires have created an enormous amount of debris, and injured three firefighters. The Dixie Fire is still burning through the County and despite firefighters' best efforts, the wildfire has not been contained. Evacuation orders are currently in place and numerous severe public health and safety hazards are present in both the Beckwourth Complex, and Dixie Fires area, including many blocked roads from fallen power lines, burned trees and vehicles, no available utilities, no available public services and the presence of animal carcasses.
- J. There exists the potential for widespread toxic exposures and threats to public health and the environment in the aftermath of a major wildfire disaster, and debris and ash from

residential and commercial structure fires contain hazardous materials and the harmful health effects of hazardous materials produced by a wildfire are well-documented.

- K. The combustion of building materials such as siding, roofing tiles, and insulation results in dangerous ash that may contain asbestos, heavy metals and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials.
- L. Exposure to hazardous materials may lead to acute and chronic health effects and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose residents and workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.
- M. Standards and removal procedures are needed immediately to protect the public safety, health and environment, and to facilitate coordinated and effective mitigation of the risks to the public health and environment from the health hazards generated by the Beckwourth Complex and Dixie Fires disaster.
- N. The Dixie Fire and Beckwourth Complex have created hazardous waste conditions in the County of Plumas in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of hundreds of structures. This hazardous waste debris poses a substantial present or potential hazard to human health and the environment until the property is certified clean. The accumulated exposure to hazardous waste debris over an extended period of time poses a severe hazard to human health.
- O. At this time, Plumas County has requested the state's assistance to participate in the State's Consolidated Debris Removal Program for both the Dixie Fire and the Beckwourth Complex. References to "Beckwourth Complex and Dixie Fires" are intended to refer to the fires that Cal OES agrees to include in the government program.
- P. The Department of Toxic Substances Control has issued reports regarding the assessment of burn debris from wildfires in the past. The studies of burned residential homes and structures from large scale wildland fires indicated that the resulting ash and debris can contain asbestos and toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978 when lead was banned from household paint in the United States. The reports indicated that the residual ash of burned residential homes and structures has high concentrations of heavy metals that can be toxic and can have significant impacts to individual properties, local communities, and watersheds if the ash and debris is not removed safely and promptly.
- Q. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding



maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

- R. It is essential that this Urgency Ordinance become immediately effective to mitigate the continued harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate emergency interim housing and the orderly response to the Beckwourth Complex and Dixie Fires disaster.

#### **Section 4-9.02. - Definitions**

The following definitions will apply to the entirety of Title 4, Chapter 9:

**“Alternative Program”** means the requirements for inspections, clean up and disposal of Structural Debris established by the County for property owners that opt out of or are disqualified from the Government Program.

**“Arborist”** means an ISA Certified Arborist with a Tree Risk Assessment Qualification (TRAQ).

**“Arborist's/Forester's Certification”** means a written certification verifying that all Hazard Trees have been removed from a parcel participating in the Private Tree Program. The certification shall be made and executed by an Arborist and/or Forester as defined in this Chapter. The Arborist or Forester shall provide evidence of the required qualifications of this Chapter.

**“Basecamp”** means a site that includes some or all of the following features: employee housing; commissary; laundry; and other services for the purpose of providing workforce housing for wildfire recovery efforts and fuels reduction activities.

**“Beckwourth Complex.”** The Beckwourth Complex Fire derived from lightning strikes in Plumas County on June 30, 2021 and July 2, 2021. The Beckwourth Complex destroyed 62 structures, of which 48 were residences and 14 were other structures. The Beckwourth Complex damaged an additional eight (8) structures. 454 people were impacted by mandatory evacuation orders caused by the Beckwourth Complex. California Department of Forestry and Fire Protection (CAL FIRE) maintains a map showing the boundaries of the Beckwourth. In Plumas County, the Beckwourth Complex Fire affected the communities of Beckwourth, Vinton, Chilcoot, and Frenchman Lake.

**“Beckwourth Complex and Dixie Fires.”** In the event that Phase II work is not authorized for either the Beckwourth Complex or the Dixie Fire, instances of “Beckwourth Complex and Dixie Fires” shall be deemed to refer to only that fire which has been approved for inclusion in the Government Program.

**“Board”** means the Plumas County Board of Supervisors.

**“Cal OES.”** The California Governor's Office of Emergency Services.

**“Camp ground”** means a facility of two (2) or more spaces for temporary habitation in tents, recreational vehicles, or mobile shelters.

**“Cargo Storage Container”** means a single metal box made of steel or other similar material, or a shed, which is designed for securing and protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.



**“County”** means the County of Plumas.

**“Director of Emergency Services”** means the Director of the Plumas County Office of Emergency Services.

**“Displaced Person(s).”** A Plumas County resident or residents whose residential dwelling has been destroyed or damaged by the Beckwourth Complex or Dixie Fires, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the County to substantiate their eligibility for uses, permits and/or approvals described in this Article. Evidence may consist of verification by CAL OES or Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Beckwourth Complex or Dixie Fires, as determined by the County. Such determination may be made by the Director of Emergency Services or other authorized County personnel. This definition is specific to the Plumas County Code of Ordinances, and status as a Displaced Person under this section does not determine whether a person qualifies for assistance through CalOES or FEMA.

**“Dixie Fire.”** The Dixie Fire derived from causes still under investigation on July 13, 2021. As of August 13, 2021, 1,109 structures in Plumas County had been destroyed by the Dixie Fire, including 584 residential structures (3% residential structures), 131 commercial (15% commercial structures) and 394 other structures., with an additional 72 structures were damaged, , and over six thousand (6,000) individuals have been evacuated from the fire area. Cal FIRE maintains a map showing the boundaries of the and Dixie Fires. In Plumas County, the Dixie Fire affected the communities of Bucks Lake, Meadow Valley, Quincy, Butterfly Valley, Indian Falls, Crescent Mills, Taylorsville, Greenville, Canyon Dam, Chester, Lake Almanor, Prattville, Genesee, Belden, Storrie, Tobin, Twain, as well as many additional rural areas.

**“Effective Date.”** The date of the Board of Supervisors adoption of this Chapter.

**“Effective Period.”** The date until which this Chapter will remain in effect.

**“Eligible Parcel(s)”** means a parcel that is an improved public property.

**“Eligible Road(s)”** means a public road or right-of-way.

**“Employee Housing” and “Workforce Housing”** means a basecamp for temporary housing including recreational vehicles, movable tiny home, temporary dwellings, and nonstructural temporary shelters.

**“Enforcement Officer”** means the Hazard Tree Enforcement Officer or Structural Debris Enforcement Officer.

**“Environmental Health Director”** means the Plumas County Director of Environmental Health, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**“FEMA.”** The Federal Emergency Management Agency or successor agency.

**“Fire Debris” and “Hazardous Materials”** means Structural Debris and Hazard Trees; including debris, ash, metals, and completely or partially incinerated substances from qualifying structures.

**“Fire Debris Transfer Station.”** An approved area used for the offloading and storage of fire debris and hazardous materials and laden trucks containing fire debris and hazardous materials, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal



Program. Trucks containing fire debris may park overnight in a Fire Debris Transfer Station prior to transporting the debris to an approved end use facility. Hazardous materials and fire debris can be offloaded and stored at the station for future loading of trucks. Fire Debris Transfer Stations may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Fire Debris Truck Staging Yards.”** An approved area used for the storage of laden trucks containing fire debris, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Trucks containing fire debris may park overnight in a Fire Debris Truck Staging Yard prior to transporting the debris to an approved end use facility. Hazardous materials shall not be offloaded and stored on the yard. All fire debris brought to the site shall remain in the debris hauling truck and must be covered with a tarp. Fire Debris Truck Staging Yards may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Forester”** means a Registered Professional Forester, qualified pursuant to California Public Resources Code Section 752, “Professional forester.”

**“Government Program”** means the State’s Consolidated Debris Removal Program for the Beckwourth Complex and Dixie Fires in conjunction with other State and Federal agencies.

**“Hazard Tree”** means a wildfire-damaged tree that in the professional opinion of an Arborist and/or Forester:

- A. Has been so severely damaged by the Beckwourth Complex or Dixie Fires that its structural integrity is compromised; and
- B. Poses an imminent danger of falling onto an Eligible Road or Eligible Parcel.

**“Hazard Tree Enforcement Officer”** means the Plumas County Public Works Director or his/her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**“Inspection access form”** means the permit for providing access to the Enforcement Officer to inspect private property of owners opting to use the Private Tree Program approved by the County for use in the cleanup after the Beckwourth Complex and Dixie Fires.

**“Metal or Concrete Processing Site.”** An approved area used for the processing of metal or concrete material, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Metal or concrete may be unloaded onto the site, sorted, reduced, crushed, or otherwise processed on the site, and reloaded onto trucks for transport off of the site. No hazardous materials or fire debris, except for metal and concrete material, shall be brought onto, stored, or processed on the site. Sites utilized for the processing of burned vehicles are also considered metal or concrete processing sites. Metal or concrete processing sites may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Mobile/Manufactured Home”** means a structure, transportable in one or more sections, which, in the traveling mode, is eight (8’) body feet or more in width, or forty (40’) body feet or more in length, or, when erected on site, is 320 or more square feet, and which is on a permanent chassis



and designed to be used as a dwelling without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the Mobile homes-Manufactured Housing Act of 1980. "Manufactured home" includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974. "Manufactured home" includes a mobile home subject to the National Housing Act of 1980. Mobile/manufactured home does not include a recreational vehicle or commercial coach or modular as defined in Division 13, Part 2, Chapter 1, of the Health and Safety Code or any temporary housing installed under the jurisdiction of the Federal Emergency Management Agency (FEMA).

"Movable Tiny House" means a moveable tiny house is a structure utilized as living quarters by one (1) household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, has a total floor area of not less than two-hundred fifty (250) square feet, and has no more than four hundred (400) square feet of habitable living space exclusive of lofts. A Movable Tiny Home shall be subject to the same requirements as a Recreational Vehicle.

"Nonstructural Temporary Shelters" means a non-engineered place of refuge such as a tent.

**"Phase I"** means the household hazardous waste cleanup performed by the United States Environmental Protection Agency and/or Department of Toxic Substances Control on certain properties impacted by the Beckwourth Complex or Dixie Fires.

**"Phase II"** means the ash and debris cleanup work performed pursuant to the Government Program and/or the Alternative Program.

**"Planning Director"** means the Plumas County Director of Planning, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**"Private Action"** means the removal of Fire Debris from private property damaged by the Beckwourth Complex and Dixie Fires by persons disqualified from or opting out of the Government Program and participating in the Alternative Program.

**"Private Tree Program"** means the requirements for inspections, removal and disposal of Hazard Trees established by the County for property owners that opt out of or are disqualified from the Government Program. The program provides owners with the option of identifying and removing Hazard Tree(s) on their property at their own cost.

**"Public Works Director"** means the Plumas County Director of Public Works, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**"Qualifying structure"** means a structure of 120 square feet or greater.

"Recreational Vehicle" means either of the following:

(a) A motor home, travel trailer, truck camper, movable tiny house, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:



- (1) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.
- (2) It contains 400 square feet or less of gross area measured at maximum horizontal projections.
- (3) It is built on a single chassis.
- (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(b) A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:

- (1) It contains 400 square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed 12 feet in width or 40 feet in length in the travelling mode.
- (2) It is built on a single chassis.
- (3) It may only be transported upon the public highways with a permit.

“Recreational Vehicle Park” means a commercial use providing space for the accommodation of more than two (2) recreational vehicles for recreational or emergency housing for Displaced Persons, or for transient employee lodging and/or Basecamp purposes, and shall include camp ground that meets the water, sewage disposal, and electrical hook-up standards.

**“Right of Entry Permit”** means the Right-of-Entry Permit for Debris and/or Hazard Tree Removal on Private Property approved by the Cal OES for use in the cleanup after the Beckwourth Complex and Dixie Fires.

“Self-Contained Recreational Vehicle” means a self-contained recreational vehicle is equipped with holding tank(s) sufficiently sized to contain and hold all liquid wastes generated from use of the vehicle.

**“Storage and Distribution Facility.”** A facility operated in an existing commercial or industrial building and used to store and distribute emergency supplies and commodities to Displaced Persons.

**“Structural Debris”** means the wildfire-generated debris including but not limited to burned or partially burned structures of 120 square feet or greater, ash, concrete foundations, contaminated soil, vehicles, trailers, waste or other debris from the property.

“Temporary Dwelling” means a mobile/manufactured home that meets the water, sewage disposal, and electrical hook-up standards.

**“Temporary Log Storage Yards”** means sites (also known as log decks) where piles of logs and other piles of vegetation removed from the Beckwourth Complex and Dixie Fires affected areas are temporarily stored and processed before transfer to trucks or rail. The logs and vegetation must be associated with the Beckwourth Complex and Dixie Fires recovery effort, i.e., logs and vegetation that are burn-damaged or otherwise removed due to safety issues associated with the Beckwourth Complex and Dixie Fires. Logs and wood waste originating from routine utility line maintenance shall not be stored at Temporary Log Storage Yards. This definition and Section 4-



9.405 do not apply to logs and/or vegetation harvested or cleared as part of a timber harvest plan or exemption under the Forest Practice Rule that are stored and/or processed on the property on which they were harvested or cleared. This definition and Section 4-9.405 only applies to logs and vegetation transported to another property. A Temporary Log Storage Yard shall not exist beyond the Effective Period. No Structural Debris or Hazardous Materials may be brought onto or stored in the yard including any that may have been deposited on logs or vegetation. Temporary Log Storage Yards allow for the processing of logs and vegetation (e.g., chipping, milling, etc.) but not the burning of logs and vegetation, and may include associated equipment repair, construction trailers, employee parking, and portable bathroom facilities set up for use by the personnel assigned to the yard.

**“Temporary Occupancy.”**

(a) Construction. A manufactured home, recreational vehicle, or appurtenant building may be used in lieu of a building in any zone for a period not to exceed eighteen (18) months while a permitted building is being constructed or for a period of six (6) months while a permitted manufactured or mobile home is being installed, commencing with the issuance of a building permit or a manufactured or mobile home installation permit.

(b) Construction offices and equipment storage. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for construction offices for the duration of the construction.

(c) Emergency services. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for the provision of emergency services for the duration of the emergency.

**“Temporary Truck” and “Equipment Staging and Laydown Yard.”** An approved area used for the storage of unladen trucks and equipment utilized to remove and haul away fire debris and hazardous materials, and the storage of materials used to facilitate the removal and hauling away of fire debris and hazardous materials, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program or Alternate Debris Removal Program. No fire debris or hazardous materials may be brought onto or stored on the yard. Truck and equipment staging and laydown yards may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Transitory Period.”** The period of time after the wildfire event during which self-contained recreational vehicles do not need to meet the water and sewage disposal, and electrical hook-up service standards. The Transitory Period ends with the Effective Period.

**“Zoning Clearance Certificate.”** A zoning clearance certificate, approved by the Planning Director, certifies that a proposed development or project conforms with all current requirements of the zoning regulations and, if applicable, the terms and conditions of any previously approved development permit or variance.

## **ARTICLE 2. MANDATORY DEBRIS AND HAZARD TREE REMOVAL**

### **Section 4-9.201. - Mandatory Structural Debris and Hazard Tree Removal Requirements.**

This Article establishes a mandatory Fire Debris removal requirement that sets forth the manner

in which Structural Debris and Hazard Trees will be identified and removed. Structural Debris and Hazard Trees must be removed for the immediate preservation of the public peace, health and safety.

**~~Section 4-9.202. -- Effective Period.~~**

~~This Article relating to Fire Debris removal shall take effect immediately upon adoption and shall remain in effect until Fire Debris removal has been completed on all properties damaged by the Beekwourth Complex and Dixie Fires. Regardless of when Fire Debris removal has been completed, Section 4-9.405 relating to Temporary Log Storage Yards, as well as any sections within this Article that relate to it, shall remain in effect until December 31, 2024.~~

**Section 4-9.202~~3~~. - Prohibition on Removal of Structural Debris from Private Property.**

Any removal of Structural Debris from private property is prohibited except pursuant to the requirements of the table below. For purposes of this Section, the prohibition refers to the removal, transport and disposal of Structural Debris, but it does not include the removal of personal property from residential sites unless such removal of personal property involves cleanup and the removal of ash from the private property.

	<b>No structure on burned private property</b>	<b>Non-qualifying structures (Structures less than 120 square feet only on burned private property)</b>	<b>Qualifying structures (Structures 120 square feet and over on burned private property)</b>
<b>Prior to completion of Phase I cleanup</b>	Owner may remove debris	Debris removal prohibited	Debris removal prohibited
<b>Prior to completion of Phase II cleanup</b>	Owner may remove debris	Owner may remove debris with certificate from the Right of Entry Processing Center or the Department of Environmental Health	Government or Alternative Program contractors only may remove debris
<b>Following Phase II cleanup</b>	Owner may remove debris	Owner may remove debris with certificate from the Right of Entry Processing Center or the Department of Environmental Health	Owner may remove remaining debris not removed during Phase II with certificate from the Right of Entry Processing Center or the Department of Environmental Health

For the purposes of this Article, the requirement to enter into the Government Program or the Alternative Program shall apply only to properties that contained a qualifying structure or Hazard Trees under the Government Program. The requirement shall not apply to properties that only contained non-qualifying structures, including but not limited to sheds, canopies, carports, well houses, greenhouses, chicken coops or fencing. Whether debris is derived from a qualifying or



non-qualifying structure shall be determined by the Environmental Health Director, or his or her designee, in consultation with the State's Consolidated Debris Removal Program.

**Section 4-9.2034. - Removal of Structural Debris and Hazard Trees through the Government Program.**

- (a) The Government Program will remove Fire Debris at no out-of-pocket cost to the owner. If an owner does not participate in the Government Program and there is Fire Debris on their property, the owners are required to remove such Fire Debris at their own cost.
- (b) To participate in the Government Program, owners must complete and submit a Right of Entry Permit. The Right of Entry Permit shall function as the sole permit and authorization for participation in the Government Program. Notwithstanding any contrary provision in Plumas County Code, no County approvals or permits for the removal of Structural Debris and Hazard Trees are required for properties participating in the Government Program, other than the Right of Entry Permit.
- (c) If a property contains Fire Debris and the owner of the property does not participate in the Government Program, the Alternative Program or the Private Tree Program (as applicable), the County will enforce this Article and charge the owners with any administrative and abatement costs related to such enforcement as described below. The costs of the Alternative Program and Private Tree Program are paid by the property owner.
- (d) In implementing the Government Program, it is the Board's preference that property owners who have submitted an application for a development permit have priority in the Government Program.

**Section 4-9.2045. - Owner's Removal of Structural Debris through the Alternative Program.**

- (a) The County shall administratively adopt and administer the Alternative Program in the unincorporated areas of Plumas County under the supervision of the Environmental Health Director or his or her designee. The County shall utilize the wildfire debris removal state and federal standards and cleanup goals of the Government Program as the standards for the Alternative Program. Under the supervision of the Environmental Health Director or his or her designee, the County may administratively update these standards as necessary to address ongoing changes in the administration of the Government Program and the need to efficiently remove hazardous Structural Debris from the community.
- (b) For those persons who are disqualified from the Government Program, or who opt out of the Government Program, Private Action to remove Structural Debris from fire-damaged properties is prohibited unless and until a hazardous materials inspection has been performed and authorization from the Department of Environmental Health has been provided pursuant to the Alternative Program.
- (c) The Alternative Program shall require an application and work plan that identifies the appropriate licensed contractors who will perform the work and the submission of plans that demonstrate that the standards established in the Alternative Program will be met. Work shall not begin until the County approves the application and work plan. The County may rely upon the subject matter expertise of multiple departments in deciding whether to approve the application and work plan.

- (d) Upon completion of the work described in the approved work plan, the Alternative Program shall require an application for certification of successful completion of the work required by the Alternative Program. The Alternative Program will require that: (1) the debris removal and clean-up work on the property meets or exceeds the standards set by the State of California for debris removal; and (2) the owner completely remove and dispose of the foundation or submit a letter from a licensed civil or structural engineer certifying that the foundation is acceptable for rebuild. The letter shall certify structural reasons for the decision and include the process and procedure used to reach the conclusion.
- (e) Notwithstanding any contrary provision in Plumas County Code, no County demolition permit shall be required for private debris removal work for which the Alternative Program has issued an approval to allow such work to proceed.

**Section 4-9.2056. - Owner's Removal of Hazard Trees through the Private Tree Program.**

- (a) As an alternative to the Government Program's removal of Hazard Trees, the Private Tree Program provides the owner with the option of identifying and removing Hazard Tree(s) on their property at their own cost. To participate in the Private Tree Program, owners shall submit either (1) an inspection access form or (2) an Arborist's/Forester's Certification for their property. Following the owner's identification and removal of Hazard Trees and submittal of an inspection access form, the Private Tree Program shall require the Enforcement Officer to make a visual confirmation of the removal of Hazard Trees on the subject property. This visual inspection of compliance with the Private Tree Program shall be sufficient for meeting the requirements of this Section. When a property owner submits an inspection access form, whether the Hazard Tree removal is adequate shall be in the sole discretion of the Enforcement Officer. In the alternative, when a property owner submits an Arborist's/Forester's Certification, that shall be sufficient for meeting the requirements of this Section.
- (b) Notwithstanding anything herein to the contrary, in the Private Tree Program, owners may choose to temporarily retain and promptly utilize felled hazard trees which were standing on their property. This temporary retention and utilization by the owner shall be permitted only to the extent felled hazard trees and incidental foliage, slash, tree branches or limbs and chipped or mulched vegetation do not constitute a fire hazard as prohibited by applicable law, including, but not limited to, California Public Resources Code Section 4291 et seq., Title 19 of the California Code of Regulations and Title 8, Chapter 14 of the Plumas County Code. Such requirements include but are not limited to the following:
  - (1) In storing such hazard trees prior to utilization, unless otherwise approved by the appropriate fire protection entity an owner shall be required to:
    - i. Maintain a setback of no less than one hundred (100) feet from any inhabited building or structure;
    - ii. Maintain a setback of no less than thirty (30) feet from any uninhabited building or structure; and
    - iii. Maintain a setback around the parcel's property lines of no less than thirty (30) feet wide.

- (2) If an owner utilizes felled hazard trees for wood chips, the owner shall be required to spread the wood chips to a depth of no greater than three (3) inches while maintaining a setback of no less than five (5) feet from any building or structure.
- (c) If any temporary retention and utilization of hazard trees constitutes a fire hazard, it is a public nuisance and may be abated using any available legal remedy. If the owner chooses to temporarily retain and utilize felled hazard trees, the owner is required to utilize such hazard trees prior to the Enforcing Officer's visit to the property to confirm compliance with the Private Tree Program. For the purposes of this Section, any temporary retention and utilization of felled hazard trees by the property owner is not a Temporary Log Storage Yard (i.e., log deck) as described in this Title 4, Chapter 9. Owners may not receive felled trees from other properties.
- (d) The County shall utilize the Hazard Tree removal state and federal standards and cleanup goals of the Government Program as the standards for the Private Tree Program, including, but not limited to, the criteria for determining whether a tree is a Hazard Tree. Under the supervision of the Enforcement Officer, the County may administratively update these standards as necessary to address ongoing changes in the administration of the Government Program and the need to efficiently remove Hazard Trees from the community.

**Section 4-9.2067. - Hold on Building Permits.**

- (a) Other than as stated in section (b) below, any issued County of Plumas building permit to repair or reconstruct a fire damaged structure or private infrastructure shall be held in abeyance and not acted upon until Structural Debris and Hazardous Tree cleanup is completed on the affected property and completion is confirmed to the County Building Official, either through the Government Program or the Alternative Program, as applicable.
- (b) Notwithstanding section (a), this Section shall not apply to permits relating to wells or septic systems through the Environmental Health Department.

**Section 4-9.2078. - Deadlines and Enforcement.**

- (a) The Board may set a deadline for filing an acceptable application for the Alternative Program and Private Tree Program by resolution.
- (b) Properties that have Fire Debris from the Beckwourth Complex and Dixie Fires and that have not submitted an approved (1) Right of Entry Permit for the Government Program, (2) application for the Alternative Program (for Structural Debris), (3) inspection access form for the Private Tree Program (for Hazard Trees) and/or (4) an approved Arborist's/Forester's Certification for the Private Tree Program (for Hazard Trees) (as applicable) by the deadline(s) set by the Board are declared a nuisance and health hazard and such properties may be abated pursuant to this Chapter.
- (c) The Board may set deadlines for the completion of work in the Alternative Program and Private Tree Program by resolution. Properties that have Fire Debris from the Beckwourth Complex and Dixie Fires after the deadline set by the Board are declared a nuisance and health hazard and such properties may be abated pursuant to this Chapter.
- (d) The Board's intent is to facilitate orderly remediation of a large scale disaster. Nothing in these deadlines shall limit the authority of the County to abate hazards more quickly where required by exigent circumstances. Nothing in this Article or in these deadlines shall limit

the authority of the Health Officer to require preventive measures as defined in California Health and Safety Code Section 101040.

(e) Enforcement and Abatement.

(1) General Enforcement Action. When the Enforcement Officer determines that an activity is being performed in violation of this Article, the Enforcement Officer may initiate an enforcement action using any process set forth in California law and/or in the Plumas County Code and may seek the imposition of costs and civil penalties pursuant to California law and/or the Plumas County Code. Nothing in this provision is intended to prevent alternate enforcement mechanisms, including but not limited to, Health Officer orders pursuant to California Health and Safety Code Section 101040.

(2) Summary Abatement. Pursuant to the authority of Cal. Const., art. XI, Section 7; California Health and Safety Code Section 101040, California Government Code Section 25845, and the Plumas County Code, if the Enforcement Officer determines that a violation of this Article has created an emergency condition which seriously endangers the public health or safety, the County may abate the condition within the unincorporated territory of the County of Plumas. The costs shall be charged to the property owners(s) and the County may, at its option, recover the same in an administrative action as described below or a civil action. Such charges shall be in addition to any penalty for a violation of this Article.

(i) Pre-Abatement Notice. Unless emergency conditions preclude doing so, the Structural Debris Enforcement Officer shall issue a Summary Abatement Notice and Order with reasonable notice. The Notice and Order shall be mailed to the property owner(s) as listed on the last equalized tax roll. A summary of the Notice and Order shall be posted in a conspicuous location on the property to be abated at least 10 calendar days prior to the summary abatement action.

(ii) Appeal and Waiver. The property owner(s) or any person or entity having a legal interest in the property may submit a written appeal of the Structural Debris Enforcement Officer's Order to the Health Officer or his or her designee no later than 10 calendar days from the date of mailing of the Notice and Order. The written appeal shall state the basis for the appeal. The Health Officer or his/her designee shall review the appeal and shall issue a written decision (the "Decision") no later than 10 calendar days after receipt. The Decision shall uphold, rescind or modify the determination of the Notice and Order. The Decision on the appeal shall be final. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the summary abatement.

(iii) Post Abatement Notice. After the summary abatement is completed, the Structural Debris Enforcement Officer shall serve the property owner(s) with a post abatement notice that sets forth: (a) the actions taken by the County; (b) the reasons for the actions; (c) a statement of the costs, expenses and attorney's fees, if any, of the abatement and notice of the County's intent to collect those costs; and (d) right to appeal the costs determination within 10 calendar days of the notice. If the property owner is responsible for any costs, expenses or attorney's fees, such costs



shall become a lien against the property and a Notice of Abatement Lien may be recorded.

(iv) Post Abatement Costs Appeal. If the property owner(s) or anyone with a legal interest in the property submits a timely costs appeal, the County shall schedule an administrative hearing on the matter and provide the appeal party with reasonable notice of the hearing. The hearing conducted shall be held before a hearing officer designated pursuant to the protocol set forth in that document entitled the "Plumas County Administrative Hearing Officer Program." The Program is based upon an alphabetical rotation through attorneys currently under contract through the Program. The hearing officer shall conduct an administrative hearing where each party shall have the opportunity to present evidence and the County shall have the obligation to establish that the costs, including expenses and attorney's fees, if any, incurred for the summary abatement were necessary by a preponderance of the evidence. After the hearing, the hearing officer shall issue a written decision and order that shall be served upon the appealing party within 30 calendar days of the hearing unless extended by agreement of the parties.

- (3) Abatement and Administrative Costs. If a public nuisance is found to be present on the property in violation of this Article, the Enforcement Officer shall pursue payment for Abatement and Administrative Costs from the owner and the owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs.

(ii) The term "Abatement Costs" means any costs or expenses reasonably related to the abatement of conditions which violate this Article of the County Code, and shall include, but not be limited to enforcement, investigation, collection and administrative costs, and the costs associated with the removal or correction of the violation.

(ii) The term "Administrative Costs," shall include the cost of County staff time reasonably related to enforcement, for items including, but not limited to, site inspections, travel time, investigations, telephone contacts and time spent preparing summaries, reports, notices, correspondence, warrants and hearing packets. The time expended by the Enforcement Officer and Auditor-Controller staff, to calculate the above costs and prepare itemized invoices, may also be recovered.

- (4) Burden of Proof of Public Nuisance. When an owner maintains a public nuisance on his or her property in violation of this Article, the burden of proof shall rest with the Enforcement Officer making the allegation or determination and shall be based on a preponderance of the evidence as follows:

Evidence supporting an allegation of the existence of a public nuisance as described in this Article shall demonstrate the following:

- (i) the property has Structural Debris and/or one or more Hazard Trees on the property; and
- (ii) the property owner has not entered into or complied with the requirements of the Government Program, Alternative Program and/or Private Tree Program, as applicable.



- (5) Abatement of Public Nuisance. Abatement of a condition or circumstance that is alleged to be a public nuisance shall be encouraged to be on a voluntary basis on the part of the violator or, when necessary, performed by official action.
- (6) Duty. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist within the unincorporated limits of the County of Plumas. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Plumas to remove, abate, and prevent the reoccurrence of the public nuisance upon such land.
- (7) Abatement procedure.
  - (i) Whenever the Enforcement Officer determines that a public nuisance pursuant to this Chapter exists, he or she shall request in writing that the public nuisance be abated within fifteen (15) calendar days. If the condition(s) continue beyond that fifteen (15) calendar day period, the Enforcement Officer may set the matter for hearing. If the matter is set for hearing, the Enforcement Officer shall post the property upon which the public nuisance exists and shall mail, with a proof of service, notices to those persons known to be in possession of the property, if any, and to persons shown on the latest County tax roll to be the owners of the property at least ten (10) calendar days prior to the hearing. The Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing shall inform the owner(s) of the basis for the violation and explain that to prevent the accrual of additional costs, the owner(s) must contact the Enforcement Officer and arrange a time for the Enforcement Officer to inspect the property, and confirm that the violation(s) have been corrected. Both the mailed and posted notice shall be in substantially the following form:

#### **NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS NUISANCE ABATEMENT HEARING**

The owner(s) and occupant(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number \_\_\_\_\_ and having a street address of \_\_\_\_\_ is (are) hereby notified to appear before a Hearing Officer of the County of Plumas at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ m., to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Plumas County Code. The Enforcement Officer(s) for the Structural Debris and/or Hazard Tree Removal Program has determined that conditions exist on the above property which constitute a public nuisance and violate Plumas County Code Section(s) \_\_\_\_\_, as follows: \_\_\_\_\_. After hearing, if a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, the cost of abating such violation, including, but not limited to, the cost of the Hearing Officer, the cost of prior time and expenses associated with bringing the matter to hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses may become a lien against the subject property. If an abatement lien is recorded, it will have the same force and effect as an abstract of judgment which

is recorded as a money judgment obtained in a court of law. If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the County, sufficient to persuade the Hearing Officer that a public nuisance existed on your property at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, your use of the property is not a public nuisance as defined in the Plumas County Code. A copy of Article II of Plumas County Code Title 4, Chapter 9 relating to Mandatory Debris and Hazard Tree Removal and related abatement hearings is enclosed to assist you in the preparation of your presentation.

If an initial showing sufficient to persuade the Hearing Officer that a public nuisance existed on your property is made by the Enforcement Officer, your failure to sustain the burden of showing that no public nuisance existed on the property may result in a decision by the Hearing Officer that a public nuisance did exist, an order to abate the nuisance (which may also result in a later judicial order to the same effect) and that the County is entitled to recover its Administrative Costs.

Further, if the Hearing Officer finds that a public nuisance continues to exist on your property and you fail to abate the nuisance promptly, the County may abate the nuisance. If the County abates the nuisance, you may be responsible for the actual costs of the abatement, including the costs to the County of the administrative hearing, and such costs may be placed as a lien against your parcel by the County.

Finally, if the Hearing Officer finds that a public nuisance existed or exists on your property, a violation of the Plumas County Code, the County will contend that you are bound by such finding at any subsequent judicial action to enforce the Hearing Officer's order.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO APPEAR AND RESPOND AT THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE PLUMAS COUNTY CODE. TO PREVENT THE ACCRUAL OF ADDITIONAL COSTS, YOU MUST CONTACT THE ENFORCEMENT OFFICER AND ARRANGE A TIME FOR THE ENFORCEMENT OFFICER TO INSPECT YOUR PROPERTY AND CONFIRM THAT THE VIOLATION(S) HAVE BEEN CORRECTED.

Dated: \_\_\_\_\_

COUNTY OF PLUMAS

BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY – STRUCTURAL  
DEBRIS/HAZARD TREE REMOVAL

ENFORCEMENT OFFICER

By: \_\_\_\_\_

Enclosure: Article II of Plumas County Code, Title 4, Chapter 9

- (ii) All hearings conducted under this Chapter shall be held before a Hearing Officer designated pursuant to the protocol set forth in Title 1, Chapter 8, Administrative Citations.
- (iii) At the time and place set for the hearing, the Hearing Officer shall review the Enforcement Officer's decision ordering cessation of the alleged public nuisance to determine whether such decision conforms to law and is supported by substantial evidence. The Hearing Officer shall hear testimony and receive written and/or documentary evidence relating to the alleged violation. Additional procedural rules may be adopted by resolution of the Board of Supervisors. The Hearing Officer shall tape record the hearing or engage the services of a certified court reporter to record the hearing and shall preserve the record of the hearing and all photographs and demonstrative and documentary evidence introduced at the time of the hearing for a period of three (3) years.
- (iv) Within five (5) business days after the hearing is closed, the Hearing Officer shall render his or her written decision relating to the existence or nonexistence of the alleged public nuisance. If a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted, the decision shall include a statement of the Abatement and Administrative Costs incurred by the County or estimated costs to abate the violation and shall also order that the owner of the property, or persons known to be in possession of the property, abate the violation within a reasonable time, not to exceed ten (10) calendar days. The decision shall contain findings of fact and conclusions of law. A copy of the decision shall be mailed by certified mail, return receipt requested, to the person or persons shown on the last County tax roll to be the owners of the property which is the subject of the hearing and the occupant of such parcel, if any. All other persons noticed pursuant to this Section shall be mailed a copy of the decision by first class mail, postage prepaid.
- (v) The decision of the Hearing Officer shall be final on the date the certified mail set forth in Subsection (iv) above, is deposited in the mail. The Hearing Officer shall notify the Clerk of the Board of Supervisors of his or her decision and the date upon which the decision became final. If it is the decision of the Hearing Officer that a public nuisance existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted, the owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs, including but not limited to, those cost items set forth in the notice required by Subsection (i) above.
- (vi) Notwithstanding any other provisions of this Code, if a final decision of the Hearing Officer or the Board of Supervisors finds that a violation existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted and the public nuisance is not voluntarily abated within the time prescribed, the Enforcement Officer may abate the public nuisance pursuant to a warrant issued by a court of competent jurisdiction. The owner of the property shall be responsible for paying all of the County's Abatement Costs and

Administrative Costs, including but not limited to, those cost items set forth in the notice required by Subsection (i) above. The Enforcement Officer shall keep an accounting of the Abatement and Administrative Costs to perform each abatement. Upon completion of the abatement, the Enforcement Officer shall post the property and send a bill to the owner, and any persons known to be in possession of the property, requesting payment of the County's Abatement and Administrative Costs. The bill shall also state that failure to pay the Abatement and Administrative Costs within fifteen (15) calendar days from service of the bill may result in the recording of a lien against the property.

If the County's Abatement and Administrative Costs are not paid within fifteen (15) calendar days from service of the bill, the Enforcement Officer shall render an itemized report to the Clerk of the Board of Supervisors for submittal to the Board of Supervisors for hearing and consideration regarding the proposed lien. The report shall include the names and addresses of the owner of record and any persons known to be in possession of the property. The report shall also include the date the abatement was ordered, the work performed, the date the abatement was completed, a description of the property subject to the lien, and an itemized account of the County's Abatement and Administrative Costs. At least fifteen (15) calendar days prior to said hearing, the Clerk of the Board of Supervisors shall give notice, with an affidavit of service, of said hearing to all persons named in the Enforcement Officer's report and the Enforcement Officer shall post the property with a copy of the notice. The notice shall describe the property by assessor's parcel number and street number or other description sufficient to enable identification of the property and contain a statement of the amount of the proposed lien. The notice shall also contain a statement that the Board will hear and consider objections and protests to the proposed lien at the designated time and place.

- (vii) At the time and place fixed in the notice, the Board of Supervisors shall hear and consider the proposed lien with objections and protests thereto. At the conclusion of the hearing, the Board of Supervisors may make such modifications and revisions to the proposed lien as it deems just and may order that the proposed lien be recorded by the Enforcement Officer. The lien shall have the same force, priority and effect as a judgment lien.
- (viii) The notice of abatement lien shall, at a minimum, identify the record owner or possessor of the property, set forth the date upon which abatement of the nuisance was ordered or deemed ordered by the Board of Supervisors, describe the real property subject to the lien, set forth the amount of the Abatement Costs and Administrative Costs incurred to date and, if applicable, the date upon which the abatement was completed. If the abatement has not yet been completed, the notice shall so state and shall also indicate that the lien is a partial lien and that additional Abatement Costs will be incurred in the future.

It is the intent of the Board of Supervisors that Abatement Costs and Administrative Costs incurred after the filing of the notice of abatement lien relate back to the date upon which the lien was recorded for purposes of priority; however, in order to preserve its rights, after all Abatement Costs and Administrative Costs have been incurred and the abatement is complete, the Enforcement Officer shall cause a



supplemental notice of abatement lien to be recorded. The supplemental notice shall contain all of the information required for the original notice and shall also refer to the recordation date and the recorder's document number of the original notice.

- (ix) The decision of the Hearing Officer or Board of Supervisors may be recorded by the Enforcement Officer. In the event of such recordation and in the further event that the violation is corrected, a notice of such correction shall be recorded. The Enforcement Officer is authorized to prepare and record a notice of correction. Correction of the violation shall not excuse the property owner's liability for costs incurred during the administrative abatement process (Abatement Costs and Administrative Costs as defined in Section 4-9.2078(e)(3) of this Chapter). If the property owner has not fully compensated the County for costs incurred during the administrative abatement process, a notice of correction shall not be recorded unless the fee specified in Section 8-19.02 of this Code has been paid. Payment of the fee specified in Section 8-19.02 of this Code does not excuse the property owner's liability for costs incurred during the administrative abatement process (Abatement Costs and Administrative Costs as defined in Section 4-9.2078(e)(3) of this eChapter).
- (x) The County may, in its discretion, commence a judicial action to enjoin a violation of this eChapter without the necessity of first going through the administrative procedures set forth herein.

**Section 4-9.2089. - Judicial Enforcement Action.** The County Counsel is authorized to initiate judicial enforcement as to a violation of any provision of this Article without further Board approval.

**Section 4-9.2910. - Remedies Not Exclusive.** The remedies identified are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this Article shall be cumulative and not exclusive.

### **ARTICLE 3. PERMIT EXCEPTIONS AND WAIVERS**

**Section 4-9.301. - Waiver of Zoning Requirements for Storage and Distribution Facilities.** Notwithstanding any contrary provision in the Plumas County Code, any existing permitted building located in the C-1 (Core Commercial), C-2 (Periphery Commercial), C-3 (Convenience Commercial), R-C (Recreation Commercial), I-2 (Light Industrial), or I-1 (Heavy Industrial) may be used on a temporary basis as a Storage and Distribution Facility for the storage and distribution of supplies and commodities to Displaced Persons.

**Section 4-9.302. - Waiver of County Special Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities.** Notwithstanding any contrary provision in the Plumas County Code, any existing small or large child day care facility or child care center, elementary school, junior high school, high school or institution of higher education that was housed in premises made uninhabitable by the Dixie and Beckwourth Complex Fires may be temporarily relocated to existing buildings in the C-2 (Periphery Commercial), R-C (Recreation Commercial), and any public use building located in M-R (Multiple Family Residential) or 2-R, 3-R, 7-R (Single Family Residential) zones or any site within an existing religious facility, subject to an Administrative Use Permit and any existing applicable standards, and subject to a building

permit if any renovations are required. Nothing in this Section waives or affects any State law requirements applicable to such facilities.

**ARTICLE 4. TEMPORARY TRUCK AND EQUIPMENT STAGING, FIRE DEBRIS TRUCK STAGING YARDS AND TRANSFER STATIONS, LOG STORAGE YARDS, AND METAL OR CONCRETE PROCESSING SITES.**

**Section 4-9.401. - Temporary Truck and Equipment Staging and Laydown Yards.**

- (a) Temporary Truck and Equipment Staging and Laydown Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned C-2 (Periphery Commercial), I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.
- (b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any yard supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Standards. All Temporary Truck and Equipment Staging and Laydown Yards shall meet the following standards:
  - (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.
  - (3) Siting Criteria. To the extent practicable, temporary truck and equipment staging and laydown yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.

- (4) Approved Access. Temporary truck and equipment staging and laydown yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the Temporary truck and equipment staging and laydown yards is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
- (5) On-site Roads and Aisles. Temporary truck and equipment staging and laydown yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
- (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
  - (a) Mobile and stationary toxic air contaminants; and
  - (b) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.
- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
- (8) Storage or Processing of Fire Debris or Hazardous Materials Prohibited. The storage or processing of fire debris or hazardous materials at any Temporary Truck and Equipment Staging and Laydown Yard, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is expressly prohibited.
- (9) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (10) Property Restoration. The application for a Zoning Clearance Certificate for a Temporary truck and equipment staging and laydown yard shall include a plan for the restoration of the subject property to the condition in which it was prior to the log storage activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the Temporary truck and equipment staging and laydown yard; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.
- (11) Performance Guarantee. If a Zoning Clearance Certificate is approved for a Temporary truck and equipment staging and laydown yard on County-owned



property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.

- (e) Violations, Enforcement, and Penalties. A Temporary truck and equipment staging and laydown yard that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

#### **Section 4-9.402. - Fire Debris Truck Staging Yard.**

- (a) Fire Debris Truck Staging Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.
- (b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any yard supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Standards. All Fire Debris Truck Staging Yards shall meet the following standards:
  - (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site

or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

- (3) Siting Criteria. To the extent practicable, fire debris truck staging yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
- (4) Approved Access. Fire debris truck staging yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the fire debris truck staging yards is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
- (5) On-site Roads and Aisles. Fire debris truck staging yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
- (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
  - (a) Mobile and stationary toxic air contaminants; and
  - (b) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.
- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
- (8) Processing of Fire Debris or Hazardous Materials Prohibited. The processing of fire debris or hazardous materials at any Fire Debris Truck Staging Yard is expressly prohibited.
- (9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.
- (10) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (11) Property Restoration. The application for a Zoning Clearance Certificate for a fire debris truck staging yards shall include a plan for the restoration of the subject

property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the fire debris truck staging yards; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

- (12) Performance Guarantee. If a Zoning Clearance Certificate is approved for a fire debris truck staging yards on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (e) Violations, Enforcement, and Penalties. A fire debris truck staging yards that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

#### **Section 4-9.403. - Metal or Concrete Processing Site.**

- (a) Metal or Concrete Processing Sites are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.
- (b) Each site authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team and reviewed by the Director of Public Works. Any site supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each site authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Standards. All Metal or Concrete Processing Sites shall meet the following standards:
  - (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing

frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

- (3) Siting Criteria. To the extent practicable, metal or concrete processing sites shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
- (4) Approved Access. Metal or concrete processing sites shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the metal or concrete processing sites is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
- (5) On-site Roads and Aisles. Metal or concrete processing sites shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
- (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
  - (i) Mobile and stationary toxic air contaminants; and
  - (ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.
- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
- (8) Storage or Processing of Fire Debris or Hazardous Materials Prohibited. Except for metal or concrete material, the storage or processing of fire debris or hazardous materials at any Metal or Concrete Processing Sites, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is expressly prohibited.
- (9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.



- (10) Noise. Quiet hours shall be maintained from 7 pm to 7 am seven days a week when Metal or Concrete Processing Site activities are within 300 feet of an occupied residence. During quiet hours, generators and heavy equipment shall not be operated.
- (11) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (12) Property Restoration. The application for a Zoning Clearance Certificate for a metal or concrete processing sites shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the metal or concrete processing sites; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.
- (13) Performance Guarantee. If a Zoning Clearance Certificate is approved for a metal or concrete processing sites on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (e) Violations, Enforcement, and Penalties. A metal or concrete processing sites that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

**Section 4-9.404. - Fire Debris Transfer Station.**

- (a) Fire Debris Transfer Stations (temporary waste piles) are allowed subject to compliance with the standards set forth below in Subsection (e) on property zoned I-1 (Heavy Industrial) and I-2 (Light Industrial).
- (b) Each transfer station authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any station supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each transfer station authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Each transfer station authorized under this article shall submit a Notice of Intent to obtain coverage under the State Water Resources Control Board General Waste Discharge

Requirements for Disaster-Related Wastes (Order WQ 2020-004-DWQ) and shall comply fully with all relevant standards detailed in the Order.

- (e) Standards. All Fire Debris Transfer Stations shall meet the following standards:
- (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.
  - (3) Siting Criteria. To the extent practicable, fire debris transfer stations shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
  - (4) Approved Access. Fire debris transfer stations shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the fire debris transfer stations is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
  - (5) On-site Roads and Aisles. Fire debris transfer stations shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
  - (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
    - (i) Mobile and stationary toxic air contaminants; and
    - (ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.

- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
  - (8) Storage of Fire Debris or Hazardous Materials Permitted. The storage of fire debris or hazardous materials, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is permitted.
  - (9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.
  - (10) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
  - (11) Property Restoration. The application for a Zoning Clearance Certificate for a fire debris transfer stations shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the fire debris transfer stations; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.
  - (12) Performance Guarantee. If a Zoning Clearance Certificate is approved for a fire debris transfer stations on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (f) Violations, Enforcement, and Penalties. A fire debris transfer stations that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

#### **Section 4-9.405. - Temporary Log Storage Yards.**

- (a) Temporary Log Storage Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned TPZ (Timberland Production Zone), I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.



(b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any station supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.

(c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Public Works.

(d) Standards. All Temporary Log Storage Yards shall meet the following standards:

- (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period. Written consent of the property owner is required in all cases.
- (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, log piles and other piles, and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.
- (3) Siting Criteria. To the extent practicable, Temporary Log Storage Yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
- (4) Parcel Size. The total acreage of the area proposed to be utilized for the Temporary Log Storage Yard site shall be indicated on the site plan and addressed through the Zoning Clearance Certificate.
- (5) Approved Access. Temporary Log Storage Yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the Temporary Log Storage Yard is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
- (6) On-site Roads and Aisles. Temporary Log Storage Yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
- (7) Property Line Setbacks and Defensible Space. All log piles and other piles shall be setback a minimum of 100 feet from all outside property lines and any permanent structures. There shall be an area of defensible space that is a minimum of 100 feet

wide around the perimeter of the temporary log storage area that shall not be graded but shall be kept clear of grass and vegetation to support fire protection by clearing, disking, grubbing, and/or scraping. CAL FIRE shall have discretion to address unique circumstances.

- (8) Biological Resources. Temporary Log Storage Yards shall not be located on lands containing wetlands, and/or endangered and protected plants and animal species as shown on available biological resource maps.
- (9) Fire Risk and Hazards. Temporary Log Storage Yards and the associated activities pose the risk of fire if fire suppression measures are not taken. These activities include working with and storing flammable materials in areas that have little to no water on-site and that are subject to fire. The County is setting the fire standards it believes are appropriate, but there are also State standards set out in California Fire Code Chapter 28 with respect to all log storage yards and incidental wood products stored there. The appropriate fire protection entity shall enforce the most stringent standards. Per California Public Resource Code, Section 4428, each site shall have a sealed box of tools that shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire. In addition, one or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area.
  - (i) When a fire starts, a telephone call must be made to 911 immediately to inform that there is a fire. The facility operator shall develop a plan for monitoring, controlling, and extinguishing fires. The plan shall be submitted with the application for the Zoning Clearance Certificate for review and approval by the appropriate fire protection entity.
  - (ii) Log piles shall not exceed 20 feet in height, 300 feet in width, and 500 feet in length. Log piles shall be stabilized by a means approved by the appropriate fire protection entity.
  - (iii) Other piles made of incidental log related materials shall not exceed 20 feet in height, 150 feet in width, and 250 feet in length.
  - (iv) All piles shall be separated from all other piles by 100 feet and shall include on-site roads and aisles as discussed above.
  - (v) All piles shall be monitored to measure temperatures. Internal pile temperatures shall be monitored and recorded weekly. A plan by the permittee for restricting and mitigating excessive temperatures shall be submitted with the Zoning Clearance Certificate application for review and approval by the appropriate fire protection entity.
  - (vi) Regular inspections of the Temporary Log Storage Yard by trained fire personnel shall be allowed and facilitated by the facility operator.
  - (vii) Cutting activities shall comply with California Fire Code Chapter 35.

- (10) Plumas County Environmental Health Department Standards.
- (i) Depending on the activities performed on-site, the Temporary Log Storage Yard may be determined to be a solid waste facility. The facility operator must provide access to the facility and provide for review of the activities occurring at the facility to the Local Enforcement Agency, Plumas County Environmental Health, to determine if there exists a requirement to register for a permit status as a solid waste facility in accordance with Title 14 of the California Code of Regulations.
  - (ii) For sanitation purposes there shall be a minimum of one portable toilet and one handwash station at the facility for employee use. The portable toilet shall be routinely serviced by a licensed service provider.
  - (iii) For water that is provided for human consumption, either from an on-site well or transported to the facility and held in a storage tank, the facility operator must meet the requirements of the Plumas County Environmental Health Department for water system permitting requirements and must operate in accordance with those requirements. If commercially bottled water is provided, there are no requirements for testing.
  - (iv) The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.
- (11) Plumas County Public Works Department Standards.
- (i) Perimeter stormwater control – When the Temporary Log Storage Yard is prepared for operations or the soil is disturbed, improvements shall be designed and implemented such that water accumulating within the project will be carried away from the project without adverse impacts to any adjacent improvements, residential sites, or adjoining area, or detained on-sites. The design shall be prepared by a Qualified Stormwater Developer who holds the certification required by the CA Water Quality Control Board's Construction General Permit 2009-009-DWQ. All natural drainage that enters the project area must leave the project area at its original horizontal and vertical alignment and with the same pre-improvement quantity. Implementation of erosion control within the project area and sediment control basins at drainage outlets shall conform with California Stormwater Quality Association (CASQA) design criteria. Sites that meet EPA's criteria for a Rainfall Erosivity Waiver (<https://www.epa.gov/sites/production/files/2015-10/documents/fact3-1.pdf>) or are fully stabilized with erosion control measures are not required to install sediment control basins.
  - (ii) Water quality and erosion control – When submitting an application for a Temporary Log Storage Yard, any surface disturbance over one acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water



Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended). If the area of disturbance is one acre or less, then along with an application for a Temporary Log Storage Yard, an Erosion and Sediment Control Plan (ESCP) shall be developed by the facility operator, submitted for approval, and adhered to for erosion and sediment control. The ESCP shall contain a description detailing which Best Management Practices (BMP) will be used, how they will be used, and where they will be used in conformance with the California Stormwater Quality Association (CASQA) BMP Municipal Handbook. The ESCP shall contain a description of temporary and permanent measures and include ingress/egress control measures and street sweeping. Plans shall be prepared by a Qualified Stormwater Developer who holds the certification required by the CA Water Quality Control Board's Construction General Permit 2009-009-DWQ. Upon completion of the project, all temporary sediment control measures shall be removed from the site. All permanent sediment control measures must be maintained by the parcel owner.

- (12) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
  - (i) Mobile and stationary toxic air contaminants; and
  - (ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226– *Dust Control*.
- (13) Storage or Processing of Debris Prohibited. The storage or processing of debris from the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program at any Temporary Log Storage Yard, including the storage of trucks or equipment loaded with debris, is expressly prohibited.
- (14) Noise. Quiet hours shall be maintained from 7 pm to 7 am seven days a week when Temporary Log Storage Yard activities are within 300 feet of an occupied residence. During quiet hours, generators and heavy equipment shall not be operated.
- (15) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (16) Property Restoration. The application for a Zoning Clearance Certificate for a Temporary Log Storage Yard shall include a plan for the restoration of the subject property to the condition in which it was prior to the log storage activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the Temporary Log Storage Yard; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

- (17) Performance Guarantee. If a Zoning Clearance Certificate is approved for a Temporary Log Storage Yard on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
  - (18) Grading. There shall be no grading of the site without the prior consultation with the Public Works Director.
  - (19) Electricity and Electrical Equipment. If new electricity connections are brought to the site, a building permit is required. Electrical wiring and equipment shall comply with the California Electrical Code.
  - (20) Additional Requirements. The Zoning Clearance Certificate may be subject to additional requirements from Plumas County Public Works, the Northern Sierra Air Quality Management District, Caltrans, CAL FIRE, the Plumas County Public Health Department, Plumas County Environmental Health Department, Plumas County Building, Plumas County Planning, and the State Regional Water Quality Control Board.
- (c) Violations, Enforcement, and Penalties.
- (1) A Temporary Log Storage Yard that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance.
  - (2) The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

## **ARTICLE 5. EMERGENCY INTERIM HOUSING OUTSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA**

**Section 4-9.501. - Purpose.** This Article is enacted for the purpose of temporarily modifying various regulations in Title 9, Planning and Zoning, of the Plumas County Code to allow the fastest possible transition of residents made homeless or displaced due to the wildfires in Plumas County to emergency interim housing. The Article relaxes certain standards in the Title 9 to allow for additional temporary housing opportunities outside of the boundaries of the Beckwourth Complex Fire and Dixie Fire as delineated by CAL FIRE to meet the urgent need for housing of Displaced Persons and to provide workforce housing for wildfire recovery efforts and fuels reduction activities. This section does not address standards that will be required when Displaced Persons return to their properties within the boundaries of the burned areas. Those standards are addressed in Article 6 of this Chapter.

**Section 4-9.502. – Administration and Enforcement.** This Article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments



specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this Article shall be used for permanent housing after the Effective Period of this Chapter.

**Section 4-9.503. – Residential Use of Recreational Vehicles and Temporary Dwellings.**

- (a) Government Sheltering Sites. Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this Article shall have been reviewed through the housing site identification process and approved by the Planning Director.
- (b) Temporary Use of Recreational Vehicles outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of up to two (2) recreational vehicles with water, sewage disposal, and electrical hook-ups that meet the standards in any zone that permits a residential use, with the exception of 2-R, 3-R, and 7-R (Single Family Residential) shall be allowed for the Effective Period of this Chapter. Use after the Effective Period shall be subject to the standards of "Temporary occupancy" as defined in this section and per Section 9-2.417 of the Plumas County Code.
- (c) Temporary Dwellings with Utility Hook-ups outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of temporary dwellings utilizing hook-ups that meet the standards for water, sewage disposal, and electrical shall be allowed during the Effective Period of this Chapter and subject to the applicable requirements set forth in Section 4-9.503(e), Standards.
- (d) Temporary Recreational Vehicle Parks and Basecamps outside of the area affected by the Beckwourth Complex and Dixie Fires. The establishment of temporary recreational vehicle parks shall require hook-ups to water, sewage disposal, and electrical and are permitted in C-2 (Periphery Commercial), R-C (Recreation-Commercial), Rec-1, Rec-3, Rec-10, and Rec-P (Recreation) zones for the Effective Period of this Chapter. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size, and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit. The Planning Director has discretion to allow basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and basecamp features are subject to a Zoning Clearance Certificate and subject to the applicable requirements set forth under Section 4-9.503(e), Standards.



- (e) Standards. After the Transitory Period, any residential uses of recreational vehicles and nonstructural temporary shelters shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

Use of temporary dwellings shall at all times meet the following standards.

- (1) Full hook-ups to water, sewage disposal, and electrical.
- (2) Written consent of the property owner.
- (3) Shall be located outside of required setbacks established in Title 9, Chapter 2 of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.
- (4) The residential use of temporary dwellings shall be located outside of the boundaries of any recorded easements.
- (5) The following additional standards apply to temporary recreational vehicle parks and basecamp features:
  - (i) A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.
- (6) Each Zoning Clearance Certificate application for a temporary recreational vehicle park or basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

**Section 4-9.504. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar lodging uses.** Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed as emergency interim housing for Displaced Persons and wildfire recovery efforts and fuels reduction activities.

**Section 4-9.505. – Removal and Disconnection.** Every temporary dwelling and basecamp allowed by this Article outside of the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and shall be removed from the property no later than the end of the Effective Period of this Chapter. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.



## **ARTICLE 6. EMERGENCY INTERIM HOUSING INSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA**

**Section 4-9.601. - Purpose.** As of September 1, 2021, in Plumas County at least one thousand one hundred and ninety-eight (1,198) structures were destroyed, and eighty (80) were damaged by the Dixie Fire. In Plumas County, the Beckwourth Complex destroyed 62 structures, of which 48 were residences and 14 were other structures. The Beckwourth Complex damaged an additional eight (8) structures. As of September 7, 2021, the Dixie Fire has burned 682,912 acres in Plumas County, and the Beckwourth Complex has burned 105,670 acres in Plumas and Lassen Counties. This disaster has created an additional need for housing in a rural area that has already identified a housing shortage. Plumas County now faces the additional need for housing for Displaced Persons. This Article relaxes some building and zoning regulations to allow for additional temporary housing opportunities inside of the Beckwourth Complex and Dixie Fires areas. While public safety hazards are being mitigated, persons moving back to the area do so at their own risk and should make themselves aware of potential public safety hazards, including but not limited to falling trees or utility poles adjacent to the roadways, damaged or unsafe roadways and bridges, and potable water/sewage disposal issues. The Article allows persons to place temporary housing on a property once Fire Debris and Hazardous Materials has been removed. The purpose of this Article is to develop reasonable standards that allow persons to move back into the boundaries as delineated by CAL FIRE of the Beckwourth Complex Fire and Dixie Fire areas recognizing that a massive debris removal program must be implemented and, at the same time, provide interim shelter for Plumas County residents on private property during this housing crisis and to provide for workforce housing for wildfire recovery efforts and fuels reduction activities.

**Section 4-9.602. – Prohibition, Administration, and Enforcement.** It is prohibited for any individual, including a Displaced Person, to reside on any property that contains Fire Debris and Hazardous Materials until the property has been certified clean by the Environmental Health Department. This Article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this Article shall be used for permanent housing after the Effective Period of this Chapter.

**Section 4-9.603. – Transitory Use of Recreational Vehicles.** Residential use and occupancy of up to two (2) self-contained recreational vehicles on any property inside the Beckwourth Complex and Dixie Fires area that permits a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed for the Transitory Period subject to the applicable requirements set forth under Section 4-9.606, Standards. Use after the Transitory Period shall be subject to the standards of “Temporary occupancy” as defined in this section and per Section 9-2.417 of the Plumas County Code. Recreational vehicles under this section shall also be allowed to utilize hook-ups for water, sewage disposal, and electrical that meet the standards.

**Section 4-9.604. – Temporary Dwellings with Utility Hook-ups.** Residential use and occupancy of temporary dwellings inside the Beckwourth Complex and Dixie Fires area utilizing hook-ups that meet the standards for water and sewage disposal, and electrical on any property that permits



a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed during the Effective Period of this Chapter subject to the applicable requirements set forth in Section 4-9.606, Standards.

**Section 4-9.605. – Use of Cargo Storage Containers.** The use of cargo storage containers during the Effective Period of this Chapter shall be allowed, subject to the applicable requirements set forth under Section 4-9.606, Standards.

**Section 4-9.606. – Standards.** Basecamps, residential use of recreational vehicles and temporary dwellings, and use of cargo storage containers shall meet the following standards as applicable.

- (a) At all times, use of recreational vehicles and temporary dwellings is limited to vehicles and dwellings not on a permanent foundation and used for basecamps and to house Displaced Persons during the Effective Period.
- (b) Use of temporary dwellings by a Displaced Person is contingent on proof of a damaged or destroyed residence as verified by the Planning Director or Building Services Director based on prior final building permit or Assessor's records, or other documentation satisfactory to the Planning Director or Building Services Director.
- (c) At all times, recreational vehicles, temporary dwellings, nonstructural temporary shelters, and cargo storage containers shall be located outside the boundaries of any setbacks established by Title 9, Chapter 2, of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.
- (d) At all times, recreational vehicles, temporary dwellings, nonstructural temporary shelters, and cargo storage containers shall be located outside the boundaries of any recorded easements.
- (e) At all times, any use of a cargo storage container shall be for storage of personal and household belongings only and shall be installed as per the requirements of the Plumas County Code and the California Building Code (CBC).
- (f) At all times, the property owner or the property owner's authorized agent shall obtain all County permits for all temporary dwellings that are hooked-up to utilities. Written consent of the property owner is required in all cases.
- (g) For water hook-ups, basecamp features and temporary dwellings shall be connected to an approved source of water meeting one of the following criteria:
  - (1) Public water supply;
  - (2) Existing well provided that it has been approved by the Department of Environmental Health as safe for domestic consumption; or
  - (3) Other water source approved by the Department of Environmental Health.
- (h) For sewage disposal hook-ups, basecamp features and temporary dwellings shall be connected to an approved sewage disposal system meeting one of the following criteria:
  - (1) Public sewer system;
  - (2) A new or existing on-site sewage disposal system that has been approved by the Department of Environmental Health Director to be intact, adequately sized, and



functioning correctly;

- (3) Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Department of Environmental Health; or
- (4) Other method of sewage disposal approved by the Department of Environmental Health.
- (i) For electrical hook-ups, basecamp features and temporary dwellings shall be connected to an approved source of electricity meeting one of the following criteria:
  - (1) Permitted electrical service hook-up; or
  - (2) Other power source approved by the Building Services Director.

**Section 4-9.607. – Government Sheltering Sites.** Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this Article shall have been reviewed through the housing site identification process and approved by the Planning Director.

**Section 4-9.608. – Temporary Recreational Vehicle Parks.** The establishment of temporary recreational vehicle parks on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health is permitted without requiring hook-ups to water, sewage disposal, and electrical only in C-2 (Periphery Commercial), R-C (Recreation Commercial), Rec-1, Rec-3, Rec-10 and Rec-P (Recreation) zones provided there is contracted sewage disposal vacuum service and potable water deliveries. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size , in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit, and on parcels 9 acres or more in size on Greenville Wolf Creek Road, Town of Greenville, excluding parcels zoned GF (General Forest), TPZ (Timberland Production Zone), and Rec-OS (Recreation-Open Space). The Planning Director has the discretion to allow basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and basecamp features are subject to the issuance of a Zoning Clearance Certificate and subject to the applicable requirements set forth under Section 4-9.606, Standards as well as the following standards:

- (a) A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.
- (b) Basecamps on parcels on Greenville Wolf Creek Road, Town of Greenville, within 300 feet of an occupied residence shall maintain quiet hours from 10 pm to 7 am seven days a



week and all outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

- (c) Each Zoning Clearance Certificate application for a temporary recreational vehicle park or basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

#### **Section 4-9.609. – Nonconforming Structures and Uses.**

The following modifies Plumas County Code Sec. 9-2.502(d)(3) – General provisions, Continuance, for the duration of the Effective Period:

- (a) The lawful nonconforming use of land or structures, if discontinued for a period of one year may be resumed without the issuance of a special use permit.

The following modifies Plumas County Code Sec. 9-2.503(b) – Nonconforming structures, Restoration, for the duration of the Effective Period:

- (b) A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored without the issuance of a special use permit.

With the exception of the above, for those sections in Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 5 Nonconforming Structures and Uses that require the issuance of a special use permit, for the duration of the Effective Period, an administrative use permit shall be required.

**Section 4-9.610. – Reconstruction or Repair of Legally Constructed Residential, Commercial, or Industrial Building Due to a Wildfire.** Reconstruction or rebuild of a building that has been destroyed or damaged due to a wildfire shall begin after the Fire Debris and Hazardous Materials have been removed and the property has been certified clean by the Plumas County Environmental Health Department. The Plumas County Health Officer has identified health hazards in the Fire Debris and Hazardous Materials in the Beckwourth Complex and Dixie Fires areas. Even if a property has been cleared of Fire Debris and Hazardous Materials or never had any Fire Debris and Hazardous Materials, it does not mean that there are no other health hazards or dangers on the property, including dangers resulting from fire-damaged or hazard trees. Property owners and residents must do their own investigation to determine whether there are any other health hazards or dangers on the property. The issuance of a building permit for the property does not accomplish this task. A building permit is a ministerial action requiring only limited review by the County to ensure that the structure meets all applicable building standards. In most zones, an individual is allowed by right to construct a residence after receiving a building permit



which only requires conformity to building standards. The building permit is issued based on information supplied by the applicant without independent investigation by the County of the property or potential health hazards or dangers. Given the limited scope of enforcement, it is not possible for the County to identify potential health hazards or dangers which are not directly associated with the permitted structure. The applicant is in a position to inspect the property, identify potential health hazards or dangers, and tailor the application to avoid any potential health hazards or dangers.

**Section 4-9.611. – Reuse of Non-Conforming or Sub-Standard Septic Systems for Reconstruction of Non-Conforming or Single-Family Dwellings.** Reuse of non-conforming or sub-standard septic systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

- (a) A community sewer system approved by the CA State Water Resources Control Board, or the Department of Environmental Health.
- (b) An approved on-site wastewater treatment system (OWTS) or other approved method of sewage disposal as approved by the Department of Environmental Health.

**Section 4-9.612. – Reuse of Non-Conforming or Sub-Standard Domestic Water Systems for Reconstruction of Non-Conforming or Single-Family Dwellings.** Reuse of non-conforming or substandard domestic water systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

- (a) A drinking water system as approved by the CA Water Board, Department of Drinking Water, or the Department of Environmental Health.
- (b) An approved drinking water well with an approved annular seal, or a protected water spring.

**Section 4-9.613. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or Other Similar Uses.** Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health as emergency interim housing for Displaced Persons and wildfire recovery efforts and fuels reduction activities.

**Section 4-9.614. – Removal and Disconnection.** Every temporary dwelling and basecamp allowed by this Article inside the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and removed from the property no later than the end of the Effective Period of this Chapter or within 30 days of a final inspection or the issuance of a certificate of occupancy for a replacement dwelling, whichever is earliest. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

**FINAL ORDINANCE  
“EXHIBIT B”  
PLUMAS COUNTY CODE  
TITLE 4 PUBLIC SAFETY**

**CHAPTER 9. - BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY**

**ARTICLE 1. FINDINGS AND TITLE**

**Section 4-9.01. - Emergency Findings and Declarations.**

This Urgency Ordinance is adopted pursuant to California Government Code Sections 25123(d) and 25131 and shall take effect immediately upon its approval (“Effective Date”) by at least a four-fifths vote of the Board of Supervisors and shall remain in effect until December 31, 2025 (“Effective Period”), unless otherwise specified herein, subject to extension or modification by the Board of Supervisors. The Board, in consultation with the Local Health Officer, finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

- A. On June 30, 2021 and July 2, 2021, lightning strikes sparked the Beckwourth Complex Fire, previously the Dotta and Sugar Fires, in Plumas County. Conditions of extreme peril to the safety of persons and property within the County of Plumas were caused by wildfire known as the Beckwourth Complex Fire on the 8th day of July, 2021, at which time the Board of Supervisors was not in session.
- B. On July 13, 2021, the Dixie Fire was started, and on July 22, 2021, the Fly Fire was started. The cause of both fires is still under investigation. On July 26, 2021, the two fires merged and became known as the Dixie Fire. (As the fires have merged, references to the Dixie Fire refer to both the Dixie and Fly Fires.) Conditions of extreme peril to the safety of persons and property within the County of Plumas were caused by wildfire known as the Dixie Fire on the 19th day of July, 2021, and by the Fly Fire on the 23<sup>rd</sup> day of July, 2021, at which times the Board of Supervisors was not in session.
- C. California Government Code Section 8630 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.
- D. On July 8, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Beckwourth Complex Fire. The Plumas County Board of Supervisors ratified the emergency proclamation for the Beckwourth Complex on July 13, 2021, in Resolution 21-8601.
- E. On July 19, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Dixie Fire. On July 23, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Fly Fire. The Plumas County Board of Supervisors ratified the emergency proclamation of the Dixie Fire on July 20, 2021 in Resolution 21-8605, and the emergency proclamation of the Fly Fire on July 23,

2021, in Resolution 21-8608. The resolutions also requested that the State of California waive regulations that may hinder response and recovery efforts, as well as make available assistance under the California Disaster Assistance Act or any other state funding, and that the Federal Government expedite access to federal resources and any other appropriate federal disaster relief program.

- F. On July 16, 2021, the Governor of the State of California proclaimed a State of Emergency for multiple fires caused by lightning strike, including the Beckwourth Complex Fire pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.
- G. On July 23, 2021, the Governor of the State of California proclaimed a State of Emergency for the Dixie and Fly Fires pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.
- H. On July 26, 2021, Dr. Mark Satterfield, the County of Plumas's Local Health Officer, issued a Declaration of Health Emergency pursuant to California Health and Safety Code Section 101080. Dr. Satterfield's declaration stated that the Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and the hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and there is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire.
- I. As of August 22, 2021, the Beckwourth Complex Fire has consumed over 105,670 acres, destroyed 62 structures, and resulted in evacuation orders affecting 454 persons. As of August 13, 2021, 1,109 structures in Plumas County had been destroyed by the Dixie Fire, including 584 residential structures (3% residential structures), 131 commercial (15% commercial structures) and 394 other structures., with an additional 72 structures were damaged, As of August 20, 2021, the Dixie Fire has consumed over 700,630, acres, and resulted in evacuation orders or warnings which impacted over 2,600 Plumas residents. As a result, the Beckwourth Complex and Dixie Fires have created an enormous amount of debris, and injured three firefighters. The Dixie Fire is still burning through the County and despite firefighters' best efforts, the wildfire has not been contained. Evacuation orders are currently in place and numerous severe public health and safety hazards are present in both the Beckwourth Complex, and Dixie Fires area, including many blocked roads from fallen power lines, burned trees and vehicles, no available utilities, no available public services and the presence of animal carcasses.
- J. There exists the potential for widespread toxic exposures and threats to public health and the environment in the aftermath of a major wildfire disaster, and debris and ash from residential and commercial structure fires contain hazardous materials and the harmful health effects of hazardous materials produced by a wildfire are well-documented.
- K. The combustion of building materials such as siding, roofing tiles, and insulation results in



dangerous ash that may contain asbestos, heavy metals and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials.

- L. Exposure to hazardous materials may lead to acute and chronic health effects and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose residents and workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.
- M. Standards and removal procedures are needed immediately to protect the public safety, health and environment, and to facilitate coordinated and effective mitigation of the risks to the public health and environment from the health hazards generated by the Beckwourth Complex and Dixie Fires disaster.
- N. The Dixie Fire and Beckwourth Complex have created hazardous waste conditions in the County of Plumas in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of hundreds of structures. This hazardous waste debris poses a substantial present or potential hazard to human health and the environment until the property is certified clean. The accumulated exposure to hazardous waste debris over an extended period of time poses a severe hazard to human health.
- O. At this time, Plumas County has requested the state's assistance to participate in the State's Consolidated Debris Removal Program for both the Dixie Fire and the Beckwourth Complex. References to "Beckwourth Complex and Dixie Fires" are intended to refer to the fires that Cal OES agrees to include in the government program.
- P. The Department of Toxic Substances Control has issued reports regarding the assessment of burn debris from wildfires in the past. The studies of burned residential homes and structures from large scale wildland fires indicated that the resulting ash and debris can contain asbestos and toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978 when lead was banned from household paint in the United States. The reports indicated that the residual ash of burned residential homes and structures has high concentrations of heavy metals that can be toxic and can have significant impacts to individual properties, local communities, and watersheds if the ash and debris is not removed safely and promptly.
- Q. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

- R. It is essential that this Urgency Ordinance become immediately effective to mitigate the continued harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate emergency interim housing and the orderly response to the Beckwourth Complex and Dixie Fires disaster.

#### **Section 4-9.02. - Definitions**

The following definitions will apply to the entirety of Title 4, Chapter 9:

**“Alternative Program”** means the requirements for inspections, clean up and disposal of Structural Debris established by the County for property owners that opt out of or are disqualified from the Government Program.

**“Arborist”** means an ISA Certified Arborist with a Tree Risk Assessment Qualification (TRAQ).

**“Arborist's/Forester's Certification”** means a written certification verifying that all Hazard Trees have been removed from a parcel participating in the Private Tree Program. The certification shall be made and executed by an Arborist and/or Forester as defined in this Chapter. The Arborist or Forester shall provide evidence of the required qualifications of this Chapter.

**“Basecamp”** means a site that includes some or all of the following features: employee housing; commissary; laundry; and other services for the purpose of providing workforce housing for wildfire recovery efforts and fuels reduction activities.

**“Beckwourth Complex.”** The Beckwourth Complex Fire derived from lightning strikes in Plumas County on June 30, 2021 and July 2, 2021. The Beckwourth Complex destroyed 62 structures, of which 48 were residences and 14 were other structures. The Beckwourth Complex damaged an additional eight (8) structures. 454 people were impacted by mandatory evacuation orders caused by the Beckwourth Complex. California Department of Forestry and Fire Protection (CAL FIRE) maintains a map showing the boundaries of the Beckwourth. In Plumas County, the Beckwourth Complex Fire affected the communities of Beckwourth, Vinton, Chilcote, and Frenchman Lake.

**“Beckwourth Complex and Dixie Fires.”** In the event that Phase II work is not authorized for either the Beckwourth Complex or the Dixie Fire, instances of “Beckwourth Complex and Dixie Fires” shall be deemed to refer to only that fire which has been approved for inclusion in the Government Program.

**“Board”** means the Plumas County Board of Supervisors.

**“Cal OES.”** The California Governor's Office of Emergency Services.

**“Camp ground”** means a facility of two (2) or more spaces for temporary habitation in tents, recreational vehicles, or mobile shelters.

**“Cargo Storage Container”** means a single metal box made of steel or other similar material, or a shed, which is designed for securing and protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.

**“County”** means the County of Plumas.

**“Director of Emergency Services”** means the Director of the Plumas County Office of Emergency Services.

**“Displaced Person(s).”** A Plumas County resident or residents whose residential dwelling has been destroyed or damaged by the Beckwourth Complex or Dixie Fires, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the County to substantiate their eligibility for uses, permits and/or approvals described in this Article. Evidence may consist of verification by CAL OES or Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Beckwourth Complex or Dixie Fires, as determined by the County. Such determination may be made by the Director of Emergency Services or other authorized County personnel. This definition is specific to the Plumas County Code of Ordinances, and status as a Displaced Person under this section does not determine whether a person qualifies for assistance through CalOES or FEMA.

**“Dixie Fire.”** The Dixie Fire derived from causes still under investigation on July 13, 2021. As of August 13, 2021, 1,109 structures in Plumas County had been destroyed by the Dixie Fire, including 584 residential structures (3% residential structures), 131 commercial (15% commercial structures) and 394 other structures., with an additional 72 structures were damaged, , and over six thousand (6,000) individuals have been evacuated from the fire area. Cal FIRE maintains a map showing the boundaries of the and Dixie Fires. In Plumas County, the Dixie Fire affected the communities of Bucks Lake, Meadow Valley, Quincy, Butterfly Valley, Indian Falls, Crescent Mills, Taylorsville, Greenville, Canyon Dam, Chester, Lake Almanor, Prattville, Genesee, Belden, Storrie, Tobin, Twain, as well as many additional rural areas.

**“Effective Date.”** The date of the Board of Supervisors adoption of this Chapter.

**“Effective Period.”** The date until which this Chapter will remain in effect.

**“Eligible Parcel(s)”** means a parcel that is an improved public property.

**“Eligible Road(s)”** means a public road or right-of-way.

**“Employee Housing” and “Workforce Housing”** means a basecamp for temporary housing including recreational vehicles, movable tiny home, temporary dwellings, and nonstructural temporary shelters.

**“Enforcement Officer”** means the Hazard Tree Enforcement Officer or Structural Debris Enforcement Officer.

**“Environmental Health Director”** means the Plumas County Director of Environmental Health, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**“FEMA.”** The Federal Emergency Management Agency or successor agency.

**“Fire Debris” and “Hazardous Materials”** means Structural Debris and Hazard Trees; including debris, ash, metals, and completely or partially incinerated substances from qualifying structures.

**“Fire Debris Transfer Station.”** An approved area used for the offloading and storage of fire debris and hazardous materials and laden trucks containing fire debris and hazardous materials, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Trucks containing fire debris may park overnight in a Fire Debris Transfer Station prior to transporting the debris to an approved end use facility. Hazardous materials and fire debris can be offloaded and stored at the station for future loading of trucks. Fire Debris Transfer Stations may include associated truck and equipment repair, construction office trailers, employee parking

and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Fire Debris Truck Staging Yards.”** An approved area used for the storage of laden trucks containing fire debris, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Trucks containing fire debris may park overnight in a Fire Debris Truck Staging Yard prior to transporting the debris to an approved end use facility. Hazardous materials shall not be offloaded and stored on the yard. All fire debris brought to the site shall remain in the debris hauling truck and must be covered with a tarp. Fire Debris Truck Staging Yards may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Forester”** means a Registered Professional Forester, qualified pursuant to California Public Resources Code Section 752, “Professional forester.”

**“Government Program”** means the State’s Consolidated Debris Removal Program for the Beckwourth Complex and Dixie Fires in conjunction with other State and Federal agencies.

**“Hazard Tree”** means a wildfire-damaged tree that in the professional opinion of an Arborist and/or Forester:

- A. Has been so severely damaged by the Beckwourth Complex or Dixie Fires that its structural integrity is compromised; and
- B. Poses an imminent danger of falling onto an Eligible Road or Eligible Parcel.

**“Hazard Tree Enforcement Officer”** means the Plumas County Public Works Director or his/her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**“Inspection access form”** means the permit for providing access to the Enforcement Officer to inspect private property of owners opting to use the Private Tree Program approved by the County for use in the cleanup after the Beckwourth Complex and Dixie Fires.

**“Metal or Concrete Processing Site.”** An approved area used for the processing of metal or concrete material, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Metal or concrete may be unloaded onto the site, sorted, reduced, crushed, or otherwise processed on the site, and reloaded onto trucks for transport off of the site. No hazardous materials or fire debris, except for metal and concrete material, shall be brought onto, stored, or processed on the site. Sites utilized for the processing of burned vehicles are also considered metal or concrete processing sites. Metal or concrete processing sites may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Mobile/Manufactured Home”** means a structure, transportable in one or more sections, which, in the traveling mode, is eight (8’) body feet or more in width, or forty (40’) body feet or more in length, or, when erected on site, is 320 or more square feet, and which is on a permanent chassis and designed to be used as a dwelling without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the

manufacturer voluntarily files a certification and complies with the standards established under the Mobile homes-Manufactured Housing Act of 1980. “Manufactured home” includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974. “Manufactured home” includes a mobile home subject to the National Housing Act of 1980. Mobile/manufactured home does not include a recreational vehicle or commercial coach or modular as defined in Division 13, Part 2, Chapter 1, of the Health and Safety Code or any temporary housing installed under the jurisdiction of the Federal Emergency Management Agency (FEMA).

**“Movable Tiny House”** means a moveable tiny house is a structure utilized as living quarters by one (1) household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, has a total floor area of not less than two-hundred fifty (250) square feet, and has no more than four hundred (400) square feet of habitable living space exclusive of lofts. A Movable Tiny Home shall be subject to the same requirements as a Recreational Vehicle.

**“Nonstructural Temporary Shelters”** means a non-engineered place of refuge such as a tent.

**“Phase I”** means the household hazardous waste cleanup performed by the United States Environmental Protection Agency and/or Department of Toxic Substances Control on certain properties impacted by the Beckwourth Complex or Dixie Fires.

**“Phase II”** means the ash and debris cleanup work performed pursuant to the Government Program and/or the Alternative Program.

**“Planning Director”** means the Plumas County Director of Planning, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**“Private Action”** means the removal of Fire Debris from private property damaged by the Beckwourth Complex and Dixie Fires by persons disqualified from or opting out of the Government Program and participating in the Alternative Program.

**“Private Tree Program”** means the requirements for inspections, removal and disposal of Hazard Trees established by the County for property owners that opt out of or are disqualified from the Government Program. The program provides owners with the option of identifying and removing Hazard Tree(s) on their property at their own cost.

**“Public Works Director”** means the Plumas County Director of Public Works, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

**“Qualifying structure”** means a structure of 120 square feet or greater.

**“Recreational Vehicle”** means either of the following:

(a) A motor home, travel trailer, truck camper, movable tiny house, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

- (1) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

- (2) It contains 400 square feet or less of gross area measured at maximum horizontal projections.
  - (3) It is built on a single chassis.
  - (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.
- (b) A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:
- (1) It contains 400 square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed 12 feet in width or 40 feet in length in the travelling mode.
  - (2) It is built on a single chassis.
  - (3) It may only be transported upon the public highways with a permit.

**“Recreational Vehicle Park”** means a commercial use providing space for the accommodation of more than two (2) recreational vehicles for recreational or emergency housing for Displaced Persons, or for transient employee lodging and/or Basecamp purposes, and shall include camp ground that meets the water, sewage disposal, and electrical hook-up standards.

**“Right of Entry Permit”** means the Right-of-Entry Permit for Debris and/or Hazard Tree Removal on Private Property approved by the Cal OES for use in the cleanup after the Beckwourth Complex and Dixie Fires.

**“Self-Contained Recreational Vehicle”** means a self-contained recreational vehicle is equipped with holding tank(s) sufficiently sized to contain and hold all liquid wastes generated from use of the vehicle.

**“Storage and Distribution Facility.”** A facility operated in an existing commercial or industrial building and used to store and distribute emergency supplies and commodities to Displaced Persons.

**“Structural Debris”** means the wildfire-generated debris including but not limited to burned or partially burned structures of 120 square feet or greater, ash, concrete foundations, contaminated soil, vehicles, trailers, waste or other debris from the property.

**“Temporary Dwelling”** means a mobile/manufactured home that meets the water, sewage disposal, and electrical hook-up standards.

**“Temporary Log Storage Yards”** means sites (also known as log decks) where piles of logs and other piles of vegetation removed from the Beckwourth Complex and Dixie Fires affected areas are temporarily stored and processed before transfer to trucks or rail. The logs and vegetation must be associated with the Beckwourth Complex and Dixie Fires recovery effort, i.e., logs and vegetation that are burn-damaged or otherwise removed due to safety issues associated with the Beckwourth Complex and Dixie Fires. Logs and wood waste originating from routine utility line maintenance shall not be stored at Temporary Log Storage Yards. This definition and Section 4-9.405 do not apply to logs and/or vegetation harvested or cleared as part of a timber harvest plan or exemption under the Forest Practice Rule that are stored and/or processed on the property on which they were harvested or cleared. This definition and Section 4-9.405 only applies to logs and vegetation transported to another property. A Temporary Log Storage Yard shall not exist beyond

the Effective Period. No Structural Debris or Hazardous Materials may be brought onto or stored in the yard including any that may have been deposited on logs or vegetation. Temporary Log Storage Yards allow for the processing of logs and vegetation (e.g., chipping, milling, etc.) but not the burning of logs and vegetation, and may include associated equipment repair, construction trailers, employee parking, and portable bathroom facilities set up for use by the personnel assigned to the yard.

**“Temporary Occupancy.”**

(a) Construction. A manufactured home, recreational vehicle, or appurtenant building may be used in lieu of a building in any zone for a period not to exceed eighteen (18) months while a permitted building is being constructed or for a period of six (6) months while a permitted manufactured or mobile home is being installed, commencing with the issuance of a building permit or a manufactured or mobile home installation permit.

(b) Construction offices and equipment storage. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for construction offices for the duration of the construction.

(c) Emergency services. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for the provision of emergency services for the duration of the emergency.

**“Temporary Truck” and “Equipment Staging and Laydown Yard.”** An approved area used for the storage of unladen trucks and equipment utilized to remove and haul away fire debris and hazardous materials, and the storage of materials used to facilitate the removal and hauling away of fire debris and hazardous materials, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program or Alternate Debris Removal Program. No fire debris or hazardous materials may be brought onto or stored on the yard. Truck and equipment staging and laydown yards may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

**“Transitory Period.”** The period of time after the wildfire event during which self-contained recreational vehicles do not need to meet the water and sewage disposal, and electrical hook-up service standards. The Transitory Period ends with the Effective Period.

**“Zoning Clearance Certificate.”** A zoning clearance certificate, approved by the Planning Director, certifies that a proposed development or project conforms with all current requirements of the zoning regulations and, if applicable, the terms and conditions of any previously approved development permit or variance.

## **ARTICLE 2. MANDATORY DEBRIS AND HAZARD TREE REMOVAL**

### **Section 4-9.201. - Mandatory Structural Debris and Hazard Tree Removal Requirements.**

This Article establishes a mandatory Fire Debris removal requirement that sets forth the manner in which Structural Debris and Hazard Trees will be identified and removed. Structural Debris and Hazard Trees must be removed for the immediate preservation of the public peace, health and safety.

### **Section 4-9.202. - Prohibition on Removal of Structural Debris from Private Property.**



Any removal of Structural Debris from private property is prohibited except pursuant to the requirements of the table below. For purposes of this Section, the prohibition refers to the removal, transport and disposal of Structural Debris, but it does not include the removal of personal property from residential sites unless such removal of personal property involves cleanup and the removal of ash from the private property.

	<b>No structure on burned private property</b>	<b>Non-qualifying structures (Structures less than 120 square feet only on burned private property)</b>	<b>Qualifying structures (Structures 120 square feet and over on burned private property)</b>
<b>Prior to completion of Phase I cleanup</b>	Owner may remove debris	Debris removal prohibited	Debris removal prohibited
<b>Prior to completion of Phase II cleanup</b>	Owner may remove debris	Owner may remove debris with certificate from the Right of Entry Processing Center or the Department of Environmental Health	Government or Alternative Program contractors only may remove debris
<b>Following Phase II cleanup</b>	Owner may remove debris	Owner may remove debris with certificate from the Right of Entry Processing Center or the Department of Environmental Health	Owner may remove remaining debris not removed during Phase II with certificate from the Right of Entry Processing Center or the Department of Environmental Health

For the purposes of this Article, the requirement to enter into the Government Program or the Alternative Program shall apply only to properties that contained a qualifying structure or Hazard Trees under the Government Program. The requirement shall not apply to properties that only contained non-qualifying structures, including but not limited to sheds, canopies, carports, well houses, greenhouses, chicken coops or fencing. Whether debris is derived from a qualifying or non-qualifying structure shall be determined by the Environmental Health Director, or his or her designee, in consultation with the State's Consolidated Debris Removal Program.

**Section 4-9.203. - Removal of Structural Debris and Hazard Trees through the Government Program.**

- (a) The Government Program will remove Fire Debris at no out-of-pocket cost to the owner. If an owner does not participate in the Government Program and there is Fire Debris on their property, the owners are required to remove such Fire Debris at their own cost.
- (b) To participate in the Government Program, owners must complete and submit a Right of Entry Permit. The Right of Entry Permit shall function as the sole permit and authorization for participation in the Government Program. Notwithstanding any contrary provision in

Plumas County Code, no County approvals or permits for the removal of Structural Debris and Hazard Trees are required for properties participating in the Government Program, other than the Right of Entry Permit.

- (c) If a property contains Fire Debris and the owner of the property does not participate in the Government Program, the Alternative Program or the Private Tree Program (as applicable), the County will enforce this Article and charge the owners with any administrative and abatement costs related to such enforcement as described below. The costs of the Alternative Program and Private Tree Program are paid by the property owner.
- (d) In implementing the Government Program, it is the Board's preference that property owners who have submitted an application for a development permit have priority in the Government Program.

**Section 4-9.204. - Owner's Removal of Structural Debris through the Alternative Program.**

- (a) The County shall administratively adopt and administer the Alternative Program in the unincorporated areas of Plumas County under the supervision of the Environmental Health Director or his or her designee. The County shall utilize the wildfire debris removal state and federal standards and cleanup goals of the Government Program as the standards for the Alternative Program. Under the supervision of the Environmental Health Director or his or her designee, the County may administratively update these standards as necessary to address ongoing changes in the administration of the Government Program and the need to efficiently remove hazardous Structural Debris from the community.
- (b) For those persons who are disqualified from the Government Program, or who opt out of the Government Program, Private Action to remove Structural Debris from fire-damaged properties is prohibited unless and until a hazardous materials inspection has been performed and authorization from the Department of Environmental Health has been provided pursuant to the Alternative Program.
- (c) The Alternative Program shall require an application and work plan that identifies the appropriate licensed contractors who will perform the work and the submission of plans that demonstrate that the standards established in the Alternative Program will be met. Work shall not begin until the County approves the application and work plan. The County may rely upon the subject matter expertise of multiple departments in deciding whether to approve the application and work plan.
- (d) Upon completion of the work described in the approved work plan, the Alternative Program shall require an application for certification of successful completion of the work required by the Alternative Program. The Alternative Program will require that: (1) the debris removal and clean-up work on the property meets or exceeds the standards set by the State of California for debris removal; and (2) the owner completely remove and dispose of the foundation or submit a letter from a licensed civil or structural engineer certifying that the foundation is acceptable for rebuild. The letter shall certify structural reasons for the decision and include the process and procedure used to reach the conclusion.
- (e) Notwithstanding any contrary provision in Plumas County Code, no County demolition permit shall be required for private debris removal work for which the Alternative Program has issued an approval to allow such work to proceed.

**Section 4-9.205. - Owner's Removal of Hazard Trees through the Private Tree Program.**

- (a) As an alternative to the Government Program's removal of Hazard Trees, the Private Tree Program provides the owner with the option of identifying and removing Hazard Tree(s) on their property at their own cost. To participate in the Private Tree Program, owners shall submit either (1) an inspection access form or (2) an Arborist's/Forester's Certification for their property. Following the owner's identification and removal of Hazard Trees and submittal of an inspection access form, the Private Tree Program shall require the Enforcement Officer to make a visual confirmation of the removal of Hazard Trees on the subject property. This visual inspection of compliance with the Private Tree Program shall be sufficient for meeting the requirements of this Section. When a property owner submits an inspection access form, whether the Hazard Tree removal is adequate shall be in the sole discretion of the Enforcement Officer. In the alternative, when a property owner submits an Arborist's/Forester's Certification, that shall be sufficient for meeting the requirements of this Section.
- (b) Notwithstanding anything herein to the contrary, in the Private Tree Program, owners may choose to temporarily retain and promptly utilize felled hazard trees which were standing on their property. This temporary retention and utilization by the owner shall be permitted only to the extent felled hazard trees and incidental foliage, slash, tree branches or limbs and chipped or mulched vegetation do not constitute a fire hazard as prohibited by applicable law, including, but not limited to, California Public Resources Code Section 4291 et seq., Title 19 of the California Code of Regulations and Title 8, Chapter 14 of the Plumas County Code. Such requirements include but are not limited to the following:
  - (1) In storing such hazard trees prior to utilization, unless otherwise approved by the appropriate fire protection entity an owner shall be required to:
    - i. Maintain a setback of no less than one hundred (100) feet from any inhabited building or structure;
    - ii. Maintain a setback of no less than thirty (30) feet from any uninhabited building or structure; and
    - iii. Maintain a setback around the parcel's property lines of no less than thirty (30) feet wide.
  - (2) If an owner utilizes felled hazard trees for wood chips, the owner shall be required to spread the wood chips to a depth of no greater than three (3) inches while maintaining a setback of no less than five (5) feet from any building or structure.
- (c) If any temporary retention and utilization of hazard trees constitutes a fire hazard, it is a public nuisance and may be abated using any available legal remedy. If the owner chooses to temporarily retain and utilize felled hazard trees, the owner is required to utilize such hazard trees prior to the Enforcing Officer's visit to the property to confirm compliance with the Private Tree Program. For the purposes of this Section, any temporary retention and utilization of felled hazard trees by the property owner is not a Temporary Log Storage Yard (i.e., log deck) as described in this Title 4, Chapter 9. Owners may not receive felled trees from other properties.
- (d) The County shall utilize the Hazard Tree removal state and federal standards and cleanup goals of the Government Program as the standards for the Private Tree Program, including, but not limited to, the criteria for determining whether a tree is a Hazard Tree. Under the

supervision of the Enforcement Officer, the County may administratively update these standards as necessary to address ongoing changes in the administration of the Government Program and the need to efficiently remove Hazard Trees from the community.

**Section 4-9.206. - Hold on Building Permits.**

- (a) Other than as stated in section (b) below, any issued County of Plumas building permit to repair or reconstruct a fire damaged structure or private infrastructure shall be held in abeyance and not acted upon until Structural Debris and Hazardous Tree cleanup is completed on the affected property and completion is confirmed to the County Building Official, either through the Government Program or the Alternative Program, as applicable.
- (b) Notwithstanding section (a), this Section shall not apply to permits relating to wells or septic systems through the Environmental Health Department.

**Section 4-9.207. - Deadlines and Enforcement.**

- (a) The Board may set a deadline for filing an acceptable application for the Alternative Program and Private Tree Program by resolution.
- (b) Properties that have Fire Debris from the Beckwourth Complex and Dixie Fires and that have not submitted an approved (1) Right of Entry Permit for the Government Program, (2) application for the Alternative Program (for Structural Debris), (3) inspection access form for the Private Tree Program (for Hazard Trees) and/or (4) an approved Arborist's/Forester's Certification for the Private Tree Program (for Hazard Trees) (as applicable) by the deadline(s) set by the Board are declared a nuisance and health hazard and such properties may be abated pursuant to this Chapter.
- (c) The Board may set deadlines for the completion of work in the Alternative Program and Private Tree Program by resolution. Properties that have Fire Debris from the Beckwourth Complex and Dixie Fires after the deadline set by the Board are declared a nuisance and health hazard and such properties may be abated pursuant to this Chapter.
- (d) The Board's intent is to facilitate orderly remediation of a large scale disaster. Nothing in these deadlines shall limit the authority of the County to abate hazards more quickly where required by exigent circumstances. Nothing in this Article or in these deadlines shall limit the authority of the Health Officer to require preventive measures as defined in California Health and Safety Code Section 101040.
- (e) Enforcement and Abatement.
  - (1) General Enforcement Action. When the Enforcement Officer determines that an activity is being performed in violation of this Article, the Enforcement Officer may initiate an enforcement action using any process set forth in California law and/or in the Plumas County Code and may seek the imposition of costs and civil penalties pursuant to California law and/or the Plumas County Code. Nothing in this provision is intended to prevent alternate enforcement mechanisms, including but not limited to, Health Officer orders pursuant to California Health and Safety Code Section 101040.
  - (2) Summary Abatement. Pursuant to the authority of Cal. Const., art. XI, Section 7; California Health and Safety Code Section 101040, California Government Code Section 25845, and the Plumas County Code, if the Enforcement Officer determines

that a violation of this Article has created an emergency condition which seriously endangers the public health or safety, the County may abate the condition within the unincorporated territory of the County of Plumas. The costs shall be charged to the property owners(s) and the County may, at its option, recover the same in an administrative action as described below or a civil action. Such charges shall be in addition to any penalty for a violation of this Article.

(i) Pre-Abatement Notice. Unless emergency conditions preclude doing so, the Structural Debris Enforcement Officer shall issue a Summary Abatement Notice and Order with reasonable notice. The Notice and Order shall be mailed to the property owner(s) as listed on the last equalized tax roll. A summary of the Notice and Order shall be posted in a conspicuous location on the property to be abated at least 10 calendar days prior to the summary abatement action.

(ii) Appeal and Waiver. The property owner(s) or any person or entity having a legal interest in the property may submit a written appeal of the Structural Debris Enforcement Officer's Order to the Health Officer or his or her designee no later than 10 calendar days from the date of mailing of the Notice and Order. The written appeal shall state the basis for the appeal. The Health Officer or his/her designee shall review the appeal and shall issue a written decision (the "Decision") no later than 10 calendar days after receipt. The Decision shall uphold, rescind or modify the determination of the Notice and Order. The Decision on the appeal shall be final. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the summary abatement.

(iii) Post Abatement Notice. After the summary abatement is completed, the Structural Debris Enforcement Officer shall serve the property owner(s) with a post abatement notice that sets forth: (a) the actions taken by the County; (b) the reasons for the actions; (c) a statement of the costs, expenses and attorney's fees, if any, of the abatement and notice of the County's intent to collect those costs; and (d) right to appeal the costs determination within 10 calendar days of the notice. If the property owner is responsible for any costs, expenses or attorney's fees, such costs shall become a lien against the property and a Notice of Abatement Lien may be recorded.

(iv) Post Abatement Costs Appeal. If the property owner(s) or anyone with a legal interest in the property submits a timely costs appeal, the County shall schedule an administrative hearing on the matter and provide the appeal party with reasonable notice of the hearing. The hearing conducted shall be held before a hearing officer designated pursuant to the protocol set forth in that document entitled the "Plumas County Administrative Hearing Officer Program." The Program is based upon an alphabetical rotation through attorneys currently under contract through the Program. The hearing officer shall conduct an administrative hearing where each party shall have the opportunity to present evidence and the County shall have the obligation to establish that the costs, including expenses and attorney's fees, if any, incurred for the summary abatement were necessary by a preponderance of the evidence. After the hearing, the hearing officer shall issue a written decision and order that shall be served upon the appealing party within 30 calendar days of the hearing unless extended by agreement of the parties.

- (3) Abatement and Administrative Costs. If a public nuisance is found to be present on the property in violation of this Article, the Enforcement Officer shall pursue payment for Abatement and Administrative Costs from the owner and the owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs.
- (ii) The term "Abatement Costs" means any costs or expenses reasonably related to the abatement of conditions which violate this Article of the County Code, and shall include, but not be limited to enforcement, investigation, collection and administrative costs, and the costs associated with the removal or correction of the violation.
- (ii) The term "Administrative Costs," shall include the cost of County staff time reasonably related to enforcement, for items including, but not limited to, site inspections, travel time, investigations, telephone contacts and time spent preparing summaries, reports, notices, correspondence, warrants and hearing packets. The time expended by the Enforcement Officer and Auditor-Controller staff, to calculate the above costs and prepare itemized invoices, may also be recovered.
- (4) Burden of Proof of Public Nuisance. When an owner maintains a public nuisance on his or her property in violation of this Article, the burden of proof shall rest with the Enforcement Officer making the allegation or determination and shall be based on a preponderance of the evidence as follows:
- Evidence supporting an allegation of the existence of a public nuisance as described in this Article shall demonstrate the following:
- (i) the property has Structural Debris and/or one or more Hazard Trees on the property; and
- (ii) the property owner has not entered into or complied with the requirements of the Government Program, Alternative Program and/or Private Tree Program, as applicable.
- (5) Abatement of Public Nuisance. Abatement of a condition or circumstance that is alleged to be a public nuisance shall be encouraged to be on a voluntary basis on the part of the violator or, when necessary, performed by official action.
- (6) Duty. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist within the unincorporated limits of the County of Plumas. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Plumas to remove, abate, and prevent the reoccurrence of the public nuisance upon such land.
- (7) Abatement procedure.
- (i) Whenever the Enforcement Officer determines that a public nuisance pursuant to this Chapter exists, he or she shall request in writing that the public nuisance be abated within fifteen (15) calendar days. If the condition(s) continue beyond that fifteen (15) calendar day period, the Enforcement Officer may set the matter for hearing. If the matter is set for

hearing, the Enforcement Officer shall post the property upon which the public nuisance exists and shall mail, with a proof of service, notices to those persons known to be in possession of the property, if any, and to persons shown on the latest County tax roll to be the owners of the property at least ten (10) calendar days prior to the hearing. The Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing shall inform the owner(s) of the basis for the violation and explain that to prevent the accrual of additional costs, the owner(s) must contact the Enforcement Officer and arrange a time for the Enforcement Officer to inspect the property, and confirm that the violation(s) have been corrected. Both the mailed and posted notice shall be in substantially the following form:

### **NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS NUISANCE ABATEMENT HEARING**

The owner(s) and occupant(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number \_\_\_\_\_ and having a street address of \_\_\_\_\_ is (are) hereby notified to appear before a Hearing Officer of the County of Plumas at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ m., to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Plumas County Code. The Enforcement Officer(s) for the Structural Debris and/or Hazard Tree Removal Program has determined that conditions exist on the above property which constitute a public nuisance and violate Plumas County Code Section(s) \_\_\_\_\_, as follows: \_\_\_\_\_. After hearing, if a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, the cost of abating such violation, including, but not limited to, the cost of the Hearing Officer, the cost of prior time and expenses associated with bringing the matter to hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses may become a lien against the subject property. If an abatement lien is recorded, it will have the same force and effect as an abstract of judgment which is recorded as a money judgment obtained in a court of law. If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the County, sufficient to persuade the Hearing Officer that a public nuisance existed on your property at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, your use of the property is not a public nuisance as defined in the Plumas County Code. A copy of Article II of Plumas County Code Title 4, Chapter 9 relating to Mandatory Debris and Hazard Tree Removal and related abatement hearings is enclosed to assist you in the preparation of your presentation.

If an initial showing sufficient to persuade the Hearing Officer that a public nuisance existed on your property is made by the Enforcement Officer, your failure to sustain the burden of showing that no public nuisance existed on the property may result in a decision by the Hearing



Officer that a public nuisance did exist, an order to abate the nuisance (which may also result in a later judicial order to the same effect) and that the County is entitled to recover its Administrative Costs.

Further, if the Hearing Officer finds that a public nuisance continues to exist on your property and you fail to abate the nuisance promptly, the County may abate the nuisance. If the County abates the nuisance, you may be responsible for the actual costs of the abatement, including the costs to the County of the administrative hearing, and such costs may be placed as a lien against your parcel by the County.

Finally, if the Hearing Officer finds that a public nuisance existed or exists on your property, a violation of the Plumas County Code, the County will contend that you are bound by such finding at any subsequent judicial action to enforce the Hearing Officer's order.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO APPEAR AND RESPOND AT THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE PLUMAS COUNTY CODE. TO PREVENT THE ACCRUAL OF ADDITIONAL COSTS, YOU MUST CONTACT THE ENFORCEMENT OFFICER AND ARRANGE A TIME FOR THE ENFORCEMENT OFFICER TO INSPECT YOUR PROPERTY AND CONFIRM THAT THE VIOLATION(S) HAVE BEEN CORRECTED.

Dated: \_\_\_\_\_

COUNTY OF PLUMAS

BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY – STRUCTURAL  
DEBRIS/HAZARD TREE REMOVAL

ENFORCEMENT OFFICER

By: \_\_\_\_\_

Enclosure: Article II of Plumas County Code, Title 4, Chapter 9

- (ii) All hearings conducted under this Chapter shall be held before a Hearing Officer designated pursuant to the protocol set forth in Title 1, Chapter 8, Administrative Citations.
- (iii) At the time and place set for the hearing, the Hearing Officer shall review the Enforcement Officer's decision ordering cessation of the alleged public nuisance to determine whether such decision conforms to law and is supported by substantial evidence. The Hearing Officer shall hear testimony and receive written and/or documentary evidence relating to the alleged violation. Additional procedural rules may be adopted by resolution of the Board of Supervisors. The Hearing Officer shall tape record the hearing or engage the services of a certified court reporter to record the hearing and shall preserve the record of the hearing and all photographs and demonstrative and documentary evidence introduced at the time of the hearing for a period of three (3) years.

- (iv) Within five (5) business days after the hearing is closed, the Hearing Officer shall render his or her written decision relating to the existence or nonexistence of the alleged public nuisance. If a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted, the decision shall include a statement of the Abatement and Administrative Costs incurred by the County or estimated costs to abate the violation and shall also order that the owner of the property, or persons known to be in possession of the property, abate the violation within a reasonable time, not to exceed ten (10) calendar days. The decision shall contain findings of fact and conclusions of law. A copy of the decision shall be mailed by certified mail, return receipt requested, to the person or persons shown on the last County tax roll to be the owners of the property which is the subject of the hearing and the occupant of such parcel, if any. All other persons noticed pursuant to this Section shall be mailed a copy of the decision by first class mail, postage prepaid.
- (v) The decision of the Hearing Officer shall be final on the date the certified mail set forth in Subsection (iv) above, is deposited in the mail. The Hearing Officer shall notify the Clerk of the Board of Supervisors of his or her decision and the date upon which the decision became final. If it is the decision of the Hearing Officer that a public nuisance existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted, the owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs, including but not limited to, those cost items set forth in the notice required by Subsection (i) above.
- (vi) Notwithstanding any other provisions of this Code, if a final decision of the Hearing Officer or the Board of Supervisors finds that a violation existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted and the public nuisance is not voluntarily abated within the time prescribed, the Enforcement Officer may abate the public nuisance pursuant to a warrant issued by a court of competent jurisdiction. The owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs, including but not limited to, those cost items set forth in the notice required by Subsection (i) above. The Enforcement Officer shall keep an accounting of the Abatement and Administrative Costs to perform each abatement. Upon completion of the abatement, the Enforcement Officer shall post the property and send a bill to the owner, and any persons known to be in possession of the property, requesting payment of the County's Abatement and Administrative Costs. The bill shall also state that failure to pay the Abatement and Administrative Costs within fifteen (15) calendar days from service of the bill may result in the recording of a lien against the property.

If the County's Abatement and Administrative Costs are not paid within fifteen (15) calendar days from service of the bill, the Enforcement Officer shall render an itemized report to the Clerk of the Board of Supervisors for submittal to the Board of Supervisors for hearing and consideration regarding the proposed lien. The report shall include the names and addresses of the owner of record and any persons known to be in possession of the property. The report shall also include the date the

abatement was ordered, the work performed, the date the abatement was completed, a description of the property subject to the lien, and an itemized account of the County's Abatement and Administrative Costs. At least fifteen (15) calendar days prior to said hearing, the Clerk of the Board of Supervisors shall give notice, with an affidavit of service, of said hearing to all persons named in the Enforcement Officer's report and the Enforcement Officer shall post the property with a copy of the notice. The notice shall describe the property by assessor's parcel number and street number or other description sufficient to enable identification of the property and contain a statement of the amount of the proposed lien. The notice shall also contain a statement that the Board will hear and consider objections and protests to the proposed lien at the designated time and place.

- (vii) At the time and place fixed in the notice, the Board of Supervisors shall hear and consider the proposed lien with objections and protests thereto. At the conclusion of the hearing, the Board of Supervisors may make such modifications and revisions to the proposed lien as it deems just and may order that the proposed lien be recorded by the Enforcement Officer. The lien shall have the same force, priority and effect as a judgment lien.
- (viii) The notice of abatement lien shall, at a minimum, identify the record owner or possessor of the property, set forth the date upon which abatement of the nuisance was ordered or deemed ordered by the Board of Supervisors, describe the real property subject to the lien, set forth the amount of the Abatement Costs and Administrative Costs incurred to date and, if applicable, the date upon which the abatement was completed. If the abatement has not yet been completed, the notice shall so state and shall also indicate that the lien is a partial lien and that additional Abatement Costs will be incurred in the future.

It is the intent of the Board of Supervisors that Abatement Costs and Administrative Costs incurred after the filing of the notice of abatement lien relate back to the date upon which the lien was recorded for purposes of priority; however, in order to preserve its rights, after all Abatement Costs and Administrative Costs have been incurred and the abatement is complete, the Enforcement Officer shall cause a supplemental notice of abatement lien to be recorded. The supplemental notice shall contain all of the information required for the original notice and shall also refer to the recordation date and the recorder's document number of the original notice.

- (ix) The decision of the Hearing Officer or Board of Supervisors may be recorded by the Enforcement Officer. In the event of such recordation and in the further event that the violation is corrected, a notice of such correction shall be recorded. The Enforcement Officer is authorized to prepare and record a notice of correction. Correction of the violation shall not excuse the property owner's liability for costs incurred during the administrative abatement process (Abatement Costs and Administrative Costs as defined in Section 4-9.207(e)(3) of this Chapter). If the property owner has not fully compensated the County for costs incurred during the administrative abatement process, a notice of correction shall not be recorded unless the fee specified in Section 8-19.02 of this Code has been paid. Payment of the fee specified in Section 8-19.02 of this Code does not excuse the property owner's liability for costs incurred during the administrative abatement process

(Abatement Costs and Administrative Costs as defined in Section 4-9.207(e)(3) of this Chapter).

- (x) The County may, in its discretion, commence a judicial action to enjoin a violation of this Chapter without the necessity of first going through the administrative procedures set forth herein.

**Section 4-9.208. - Judicial Enforcement Action.** The County Counsel is authorized to initiate judicial enforcement as to a violation of any provision of this Article without further Board approval.

**Section 4-9.29. - Remedies Not Exclusive.** The remedies identified are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this Article shall be cumulative and not exclusive.

### **ARTICLE 3. PERMIT EXCEPTIONS AND WAIVERS**

**Section 4-9.301. - Waiver of Zoning Requirements for Storage and Distribution Facilities.** Notwithstanding any contrary provision in the Plumas County Code, any existing permitted building located in the C-1 (Core Commercial), C-2 (Periphery Commercial), C-3 (Convenience Commercial), R-C (Recreation Commercial), I-2 (Light Industrial), or I-1 (Heavy Industrial) may be used on a temporary basis as a Storage and Distribution Facility for the storage and distribution of supplies and commodities to Displaced Persons.

**Section 4-9.302. - Waiver of County Special Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities.** Notwithstanding any contrary provision in the Plumas County Code, any existing small or large child day care facility or child care center, elementary school, junior high school, high school or institution of higher education that was housed in premises made uninhabitable by the Dixie and Beckwourth Complex Fires may be temporarily relocated to existing buildings in the C-2 (Periphery Commercial), R-C (Recreation Commercial), and any public use building located in M-R (Multiple Family Residential) or 2-R, 3-R, 7-R (Single Family Residential) zones or any site within an existing religious facility, subject to an Administrative Use Permit and any existing applicable standards, and subject to a building permit if any renovations are required. Nothing in this Section waives or affects any State law requirements applicable to such facilities.

### **ARTICLE 4. TEMPORARY TRUCK AND EQUIPMENT STAGING, FIRE DEBRIS TRUCK STAGING YARDS AND TRANSFER STATIONS, LOG STORAGE YARDS, AND METAL OR CONCRETE PROCESSING SITES.**

**Section 4-9.401. - Temporary Truck and Equipment Staging and Laydown Yards.**

- (a) Temporary Tuck and Equipment Staging and Laydown Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned C-2 (Periphery Commercial), I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.
- (b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the

Director of Public Works. Any yard supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.

- (c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Standards. All Temporary Truck and Equipment Staging and Laydown Yards shall meet the following standards:
  - (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.
  - (3) Siting Criteria. To the extent practicable, temporary truck and equipment staging and laydown yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
  - (4) Approved Access. Temporary truck and equipment staging and laydown yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the Temporary truck and equipment staging and laydown yards is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
  - (5) On-site Roads and Aisles. Temporary truck and equipment staging and laydown yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
  - (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:

- (a) Mobile and stationary toxic air contaminants; and
  - (b) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.
- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
  - (8) Storage or Processing of Fire Debris or Hazardous Materials Prohibited. The storage or processing of fire debris or hazardous materials at any Temporary Truck and Equipment Staging and Laydown Yard, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is expressly prohibited.
  - (9) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
  - (10) Property Restoration. The application for a Zoning Clearance Certificate for a Temporary truck and equipment staging and laydown yard shall include a plan for the restoration of the subject property to the condition in which it was prior to the log storage activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the Temporary truck and equipment staging and laydown yard; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.
  - (11) Performance Guarantee. If a Zoning Clearance Certificate is approved for a Temporary truck and equipment staging and laydown yard on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (e) Violations, Enforcement, and Penalties. A Temporary truck and equipment staging and laydown yard that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

**Section 4-9.402. - Fire Debris Truck Staging Yard.**

- (a) Fire Debris Truck Staging Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned I-1 (Heavy Industrial), I-2 (Light

Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.

- (b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any yard supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Standards. All Fire Debris Truck Staging Yards shall meet the following standards:
  - (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.
  - (3) Siting Criteria. To the extent practicable, fire debris truck staging yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
  - (4) Approved Access. Fire debris truck staging yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the fire debris truck staging yards is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
  - (5) On-site Roads and Aisles. Fire debris truck staging yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.



- (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
  - (a) Mobile and stationary toxic air contaminants; and
  - (b) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.
- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
- (8) Processing of Fire Debris or Hazardous Materials Prohibited. The processing of fire debris or hazardous materials at any Fire Debris Truck Staging Yard is expressly prohibited.
- (9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.
- (10) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (11) Property Restoration. The application for a Zoning Clearance Certificate for a fire debris truck staging yards shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the fire debris truck staging yards; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.
- (12) Performance Guarantee. If a Zoning Clearance Certificate is approved for a fire debris truck staging yards on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (e) Violations, Enforcement, and Penalties. A fire debris truck staging yards that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8,

Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

**Section 4-9.403. - Metal or Concrete Processing Site.**

- (a) Metal or Concrete Processing Sites are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.
- (b) Each site authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team and reviewed by the Director of Public Works. Any site supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each site authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Standards. All Metal or Concrete Processing Sites shall meet the following standards:
  - (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.
  - (3) Siting Criteria. To the extent practicable, metal or concrete processing sites shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
  - (4) Approved Access. Metal or concrete processing sites shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the metal or concrete processing sites is accessed by a private road, there

shall be an approved road maintenance agreement that allows for the proposed use along the private road.

- (5) On-site Roads and Aisles. Metal or concrete processing sites shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
- (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
  - (i) Mobile and stationary toxic air contaminants; and
  - (ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.
- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
- (8) Storage or Processing of Fire Debris or Hazardous Materials Prohibited. Except for metal or concrete material, the storage or processing of fire debris or hazardous materials at any Metal or Concrete Processing Sites, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is expressly prohibited.
- (9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.
- (10) Noise. Quiet hours shall be maintained from 7 pm to 7 am seven days a week when Metal or Concrete Processing Site activities are within 300 feet of an occupied residence. During quiet hours, generators and heavy equipment shall not be operated.
- (11) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (12) Property Restoration. The application for a Zoning Clearance Certificate for a metal or concrete processing sites shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the metal or concrete processing sites; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

- (13) Performance Guarantee. If a Zoning Clearance Certificate is approved for a metal or concrete processing sites on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (e) Violations, Enforcement, and Penalties. A metal or concrete processing sites that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

**Section 4-9.404. - Fire Debris Transfer Station.**

- (a) Fire Debris Transfer Stations (temporary waste piles) are allowed subject to compliance with the standards set forth below in Subsection (e) on property zoned I-1 (Heavy Industrial) and I-2 (Light Industrial).
- (b) Each transfer station authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any station supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each transfer station authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.
- (d) Each transfer station authorized under this article shall submit a Notice of Intent to obtain coverage under the State Water Resources Control Board General Waste Discharge Requirements for Disaster-Related Wastes (Order WQ 2020-004-DWQ) and shall comply fully with all relevant standards detailed in the Order.
- (e) Standards. All Fire Debris Transfer Stations shall meet the following standards:
  - (1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.
  - (2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads

to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

- (3) Siting Criteria. To the extent practicable, fire debris transfer stations shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
- (4) Approved Access. Fire debris transfer stations shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the fire debris transfer stations is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
- (5) On-site Roads and Aisles. Fire debris transfer stations shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
- (6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
  - (i) Mobile and stationary toxic air contaminants; and
  - (ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.
- (7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).
- (8) Storage of Fire Debris or Hazardous Materials Permitted. The storage of fire debris or hazardous materials, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is permitted.
- (9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.
- (10) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

- (11) **Property Restoration.** The application for a Zoning Clearance Certificate for a fire debris transfer stations shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the fire debris transfer stations; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.
- (12) **Performance Guarantee.** If a Zoning Clearance Certificate is approved for a fire debris transfer stations on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (f) **Violations, Enforcement, and Penalties.** A fire debris transfer stations that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

#### **Section 4-9.405. - Temporary Log Storage Yards.**

- (a) Temporary Log Storage Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned TPZ (Timberland Production Zone), I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.
- (b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any station supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.
- (c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Public Works.
- (d) **Standards.** All Temporary Log Storage Yards shall meet the following standards:
  - (1) **Application for Zoning Clearance Certificate.** The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period. Written consent of the property owner is required in all cases.
  - (2) **Site Plan Required.** A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a

property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, log piles and other piles, and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

- (3) **Siting Criteria.** To the extent practicable, Temporary Log Storage Yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.
- (4) **Parcel Size.** The total acreage of the area proposed to be utilized for the Temporary Log Storage Yard site shall be indicated on the site plan and addressed through the Zoning Clearance Certificate.
- (5) **Approved Access.** Temporary Log Storage Yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the Temporary Log Storage Yard is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.
- (6) **On-site Roads and Aisles.** Temporary Log Storage Yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.
- (7) **Property Line Setbacks and Defensible Space.** All log piles and other piles shall be setback a minimum of 100 feet from all outside property lines and any permanent structures. There shall be an area of defensible space that is a minimum of 100 feet wide around the perimeter of the temporary log storage area that shall not be graded but shall be kept clear of grass and vegetation to support fire protection by clearing, disking, grubbing, and/or scraping. CAL FIRE shall have discretion to address unique circumstances.
- (8) **Biological Resources.** Temporary Log Storage Yards shall not be located on lands containing wetlands, and/or endangered and protected plants and animal species as shown on available biological resource maps.
- (9) **Fire Risk and Hazards.** Temporary Log Storage Yards and the associated activities pose the risk of fire if fire suppression measures are not taken. These activities include working with and storing flammable materials in areas that have little to no water on-site and that are subject to fire. The County is setting the fire standards it believes are appropriate, but there are also State standards set out in California Fire Code Chapter 28 with respect to all log storage yards and incidental wood products stored there. The appropriate fire protection entity shall enforce the most stringent standards. Per California Public Resource Code, Section 4428, each site shall have



a sealed box of tools that shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire. In addition, one or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area.

- (i) When a fire starts, a telephone call must be made to 911 immediately to inform that there is a fire. The facility operator shall develop a plan for monitoring, controlling, and extinguishing fires. The plan shall be submitted with the application for the Zoning Clearance Certificate for review and approval by the appropriate fire protection entity.
  - (ii) Log piles shall not exceed 20 feet in height, 300 feet in width, and 500 feet in length. Log piles shall be stabilized by a means approved by the appropriate fire protection entity.
  - (iii) Other piles made of incidental log related materials shall not exceed 20 feet in height, 150 feet in width, and 250 feet in length.
  - (iv) All piles shall be separated from all other piles by 100 feet and shall include on-site roads and aisles as discussed above.
  - (v) All piles shall be monitored to measure temperatures. Internal pile temperatures shall be monitored and recorded weekly. A plan by the permittee for restricting and mitigating excessive temperatures shall be submitted with the Zoning Clearance Certificate application for review and approval by the appropriate fire protection entity.
  - (vi) Regular inspections of the Temporary Log Storage Yard by trained fire personnel shall be allowed and facilitated by the facility operator.
  - (vii) Cutting activities shall comply with California Fire Code Chapter 35.
- (10) Plumas County Environmental Health Department Standards.
- (i) Depending on the activities performed on-site, the Temporary Log Storage Yard may be determined to be a solid waste facility. The facility operator must provide access to the facility and provide for review of the activities occurring at the facility to the Local Enforcement Agency, Plumas County Environmental Health, to determine if there exists a requirement to register for a permit status as a solid waste facility in accordance with Title 14 of the California Code of Regulations.
  - (ii) For sanitation purposes there shall be a minimum of one portable toilet and one handwash station at the facility for employee use. The portable toilet shall be routinely serviced by a licensed service provider.
  - (iii) For water that is provided for human consumption, either from an on-site well or transported to the facility and held in a storage tank, the facility operator must meet the requirements of the Plumas County Environmental Health Department for water system permitting requirements and must

operate in accordance with those requirements. If commercially bottled water is provided, there are no requirements for testing.

- (iv) The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.
- (11) Plumas County Public Works Department Standards.
- (i) Perimeter stormwater control – When the Temporary Log Storage Yard is prepared for operations or the soil is disturbed, improvements shall be designed and implemented such that water accumulating within the project will be carried away from the project without adverse impacts to any adjacent improvements, residential sites, or adjoining area, or detained on-sites. The design shall be prepared by a Qualified Stormwater Developer who holds the certification required by the CA Water Quality Control Board's Construction General Permit 2009-009-DWQ. All natural drainage that enters the project area must leave the project area at its original horizontal and vertical alignment and with the same pre-improvement quantity. Implementation of erosion control within the project area and sediment control basins at drainage outlets shall conform with California Stormwater Quality Association (CASQA) design criteria. Sites that meet EPA's criteria for a Rainfall Erosivity Waiver (<https://www.epa.gov/sites/production/files/2015-10/documents/fact3-1.pdf>) or are fully stabilized with erosion control measures are not required to install sediment control basins.
  - (ii) Water quality and erosion control – When submitting an application for a Temporary Log Storage Yard, any surface disturbance over one acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended). If the area of disturbance is one acre or less, then along with an application for a Temporary Log Storage Yard, an Erosion and Sediment Control Plan (ESCP) shall be developed by the facility operator, submitted for approval, and adhered to for erosion and sediment control. The ESCP shall contain a description detailing which Best Management Practices (BMP) will be used, how they will be used, and where they will be used in conformance with the California Stormwater Quality Association (CASQA) BMP Municipal Handbook. The ESCP shall contain a description of temporary and permanent measures and include ingress/egress control measures and street sweeping. Plans shall be prepared by a Qualified Stormwater Developer who holds the certification required by the CA Water Quality Control Board's Construction General Permit 2009-009-DWQ. Upon completion of the project, all temporary sediment control measures shall be removed from the site. All permanent sediment control measures must be maintained by the parcel owner.

- (12) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:
- (i) Mobile and stationary toxic air contaminants; and
  - (ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226– *Dust Control*.
- (13) Storage or Processing of Debris Prohibited. The storage or processing of debris from the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program at any Temporary Log Storage Yard, including the storage of trucks or equipment loaded with debris, is expressly prohibited.
- (14) Noise. Quiet hours shall be maintained from 7 pm to 7 am seven days a week when Temporary Log Storage Yard activities are within 300 feet of an occupied residence. During quiet hours, generators and heavy equipment shall not be operated.
- (15) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (16) Property Restoration. The application for a Zoning Clearance Certificate for a Temporary Log Storage Yard shall include a plan for the restoration of the subject property to the condition in which it was prior to the log storage activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the Temporary Log Storage Yard; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.
- (17) Performance Guarantee. If a Zoning Clearance Certificate is approved for a Temporary Log Storage Yard on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.
- (18) Grading. There shall be no grading of the site without the prior consultation with the Public Works Director.
- (19) Electricity and Electrical Equipment. If new electricity connections are brought to the site, a building permit is required. Electrical wiring and equipment shall comply with the California Electrical Code.

- (20) Additional Requirements. The Zoning Clearance Certificate may be subject to additional requirements from Plumas County Public Works, the Northern Sierra Air Quality Management District, Caltrans, CAL FIRE, the Plumas County Public Health Department, Plumas County Environmental Health Department, Plumas County Building, Plumas County Planning, and the State Regional Water Quality Control Board.
- (c) Violations, Enforcement, and Penalties.
  - (1) A Temporary Log Storage Yard that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance.
  - (2) The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

## **ARTICLE 5. EMERGENCY INTERIM HOUSING OUTSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA**

**Section 4-9.501. - Purpose.** This Article is enacted for the purpose of temporarily modifying various regulations in Title 9, Planning and Zoning, of the Plumas County Code to allow the fastest possible transition of residents made homeless or displaced due to the wildfires in Plumas County to emergency interim housing. The Article relaxes certain standards in the Title 9 to allow for additional temporary housing opportunities outside of the boundaries of the Beckwourth Complex Fire and Dixie Fire as delineated by CAL FIRE to meet the urgent need for housing of Displaced Persons and to provide workforce housing for wildfire recovery efforts and fuels reduction activities. This section does not address standards that will be required when Displaced Persons return to their properties within the boundaries of the burned areas. Those standards are addressed in Article 6 of this Chapter.

**Section 4-9.502. – Administration and Enforcement.** This Article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this Article shall be used for permanent housing after the Effective Period of this Chapter.

### **Section 4-9.503. – Residential Use of Recreational Vehicles and Temporary Dwellings.**

- (a) Government Sheltering Sites. Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this Article shall have been reviewed through the housing site identification process and

approved by the Planning Director.

- (b) Temporary Use of Recreational Vehicles outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of up to two (2) recreational vehicles with water, sewage disposal, and electrical hook-ups that meet the standards in any zone that permits a residential use, with the exception of 2-R, 3-R, and 7-R (Single Family Residential) shall be allowed for the Effective Period of this Chapter. Use after the Effective Period shall be subject to the standards of “Temporary occupancy” as defined in this section and per Section 9-2.417 of the Plumas County Code.
- (c) Temporary Dwellings with Utility Hook-ups outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of temporary dwellings utilizing hook-ups that meet the standards for water, sewage disposal, and electrical shall be allowed during the Effective Period of this Chapter and subject to the applicable requirements set forth in Section 4-9.503(e), Standards.
- (d) Temporary Recreational Vehicle Parks and Basecamps outside of the area affected by the Beckwourth Complex and Dixie Fires. The establishment of temporary recreational vehicle parks shall require hook-ups to water, sewage disposal, and electrical and are permitted in C-2 (Periphery Commercial), R-C (Recreation-Commercial), Rec-1, Rec-3, Rec-10, and Rec-P (Recreation) zones for the Effective Period of this Chapter. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size, and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit. The Planning Director has discretion to allow basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and basecamp features are subject to a Zoning Clearance Certificate and subject to the applicable requirements set forth under Section 4-9.503(e), Standards.
- (e) Standards. After the Transitory Period, any residential uses of recreational vehicles and nonstructural temporary shelters shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

Use of temporary dwellings shall at all times meet the following standards.

- (1) Full hook-ups to water, sewage disposal, and electrical.
- (2) Written consent of the property owner.
- (3) Shall be located outside of required setbacks established in Title 9, Chapter 2 of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.
- (4) The residential use of temporary dwellings shall be located outside of the boundaries of any recorded easements.

- (5) The following additional standards apply to temporary recreational vehicle parks and basecamp features:
  - (i) A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.
- (6) Each Zoning Clearance Certificate application for a temporary recreational vehicle park or basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

**Section 4-9.504. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar lodging uses.** Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed as emergency interim housing for Displaced Persons and wildfire recovery efforts and fuels reduction activities.

**Section 4-9.505. – Removal and Disconnection.** Every temporary dwelling and basecamp allowed by this Article outside of the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and shall be removed from the property no later than the end of the Effective Period of this Chapter. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

## **ARTICLE 6. EMERGENCY INTERIM HOUSING INSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA**

**Section 4-9.601. - Purpose.** As of September 1, 2021, in Plumas County at least one thousand one hundred and ninety-eight (1,198) structures were destroyed, and eighty (80) were damaged by the Dixie Fire. In Plumas County, the Beckwourth Complex destroyed 62 structures, of which 48 were residences and 14 were other structures. The Beckwourth Complex damaged an additional eight (8) structures. As of September 7, 2021, the Dixie Fire has burned 682,912 acres in Plumas County, and the Beckwourth Complex has burned 105,670 acres in Plumas and Lassen Counties. This disaster has created an additional need for housing in a rural area that has already identified a housing shortage. Plumas County now faces the additional need for housing for Displaced Persons. This Article relaxes some building and zoning regulations to allow for additional temporary housing opportunities inside of the Beckwourth Complex and Dixie Fires areas. While public safety hazards are being mitigated, persons moving back to the area do so at their own risk

and should make themselves aware of potential public safety hazards, including but not limited to falling trees or utility poles adjacent to the roadways, damaged or unsafe roadways and bridges, and potable water/sewage disposal issues. The Article allows persons to place temporary housing on a property once Fire Debris and Hazardous Materials has been removed. The purpose of this Article is to develop reasonable standards that allow persons to move back into the boundaries as delineated by CAL FIRE of the Beckwourth Complex Fire and Dixie Fire areas recognizing that a massive debris removal program must be implemented and, at the same time, provide interim shelter for Plumas County residents on private property during this housing crisis and to provide for workforce housing for wildfire recovery efforts and fuels reduction activities.

**Section 4-9.602. – Prohibition, Administration, and Enforcement.** It is prohibited for any individual, including a Displaced Person, to reside on any property that contains Fire Debris and Hazardous Materials until the property has been certified clean by the Environmental Health Department. This Article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this Article shall be used for permanent housing after the Effective Period of this Chapter.

**Section 4-9.603. – Transitory Use of Recreational Vehicles.** Residential use and occupancy of up to two (2) self-contained recreational vehicles on any property inside the Beckwourth Complex and Dixie Fires area that permits a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed for the Transitory Period subject to the applicable requirements set forth under Section 4-9.606, Standards. Use after the Transitory Period shall be subject to the standards of “Temporary occupancy” as defined in this section and per Section 9-2.417 of the Plumas County Code. Recreational vehicles under this section shall also be allowed to utilize hook-ups for water, sewage disposal, and electrical that meet the standards.**Section 4-9.604. – Temporary Dwellings with Utility Hook-ups.** Residential use and occupancy of temporary dwellings inside the Beckwourth Complex and Dixie Fires area utilizing hook-ups that meet the standards for water and sewage disposal, and electrical on any property that permits a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed during the Effective Period of this Chapter subject to the applicable requirements set forth in Section 4-9.606, Standards.

**Section 4-9.605. – Use of Cargo Storage Containers.** The use of cargo storage containers during the Effective Period of this Chapter shall be allowed, subject to the applicable requirements set forth under Section 4-9.606, Standards.

**Section 4-9.606. – Standards.** Basecamps, residential use of recreational vehicles and temporary dwellings, and use of cargo storage containers shall meet the following standards as applicable.

- (a) At all times, use of recreational vehicles and temporary dwellings is limited to vehicles and dwellings not on a permanent foundation and used for basecamps and to house Displaced Persons during the Effective Period.
- (b) Use of temporary dwellings by a Displaced Person is contingent on proof of a damaged or



destroyed residence as verified by the Planning Director or Building Services Director based on prior final building permit or Assessor's records, or other documentation satisfactory to the Planning Director or Building Services Director.

- (c) At all times, recreational vehicles, temporary dwellings, nonstructural temporary shelters, and cargo storage containers shall be located outside the boundaries of any setbacks established by Title 9, Chapter 2, of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.
- (d) At all times, recreational vehicles, temporary dwellings, nonstructural temporary shelters, and cargo storage containers shall be located outside the boundaries of any recorded easements.
- (e) At all times, any use of a cargo storage container shall be for storage of personal and household belongings only and shall be installed as per the requirements of the Plumas County Code and the California Building Code (CBC).
- (f) At all times, the property owner or the property owner's authorized agent shall obtain all County permits for all temporary dwellings that are hooked-up to utilities. Written consent of the property owner is required in all cases.
- (g) For water hook-ups, basecamp features and temporary dwellings shall be connected to an approved source of water meeting one of the following criteria:
  - (1) Public water supply;
  - (2) Existing well provided that it has been approved by the Department of Environmental Health as safe for domestic consumption; or
  - (3) Other water source approved by the Department of Environmental Health.
- (h) For sewage disposal hook-ups, basecamp features and temporary dwellings shall be connected to an approved sewage disposal system meeting one of the following criteria:
  - (1) Public sewer system;
  - (2) A new or existing on-site sewage disposal system that has been approved by the Department of Environmental Health Director to be intact, adequately sized, and functioning correctly;
  - (3) Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Department of Environmental Health; or
  - (4) Other method of sewage disposal approved by the Department of Environmental Health.
- (i) For electrical hook-ups, basecamp features and temporary dwellings shall be connected to an approved source of electricity meeting one of the following criteria:
  - (1) Permitted electrical service hook-up; or
  - (2) Other power source approved by the Building Services Director.

**Section 4-9.607. – Government Sheltering Sites.** Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this Article shall have been reviewed through the housing site identification process and approved by the Planning Director.

**Section 4-9.608. – Temporary Recreational Vehicle Parks.** The establishment of temporary recreational vehicle parks on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health is permitted without requiring hook-ups to water, sewage disposal, and electrical only in C-2 (Periphery Commercial), R-C (Recreation Commercial), Rec-1, Rec-3, Rec-10 and Rec-P (Recreation) zones provided there is contracted sewage disposal vacuum service and potable water deliveries. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size , in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit, and on parcels 9 acres or more in size on Greenville Wolf Creek Road, Town of Greenville, excluding parcels zoned GF (General Forest), TPZ (Timberland Production Zone), and Rec-OS (Recreation-Open Space). The Planning Director has the discretion to allow basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and basecamp features are subject to the issuance of a Zoning Clearance Certificate and subject to the applicable requirements set forth under Section 4-9.606, Standards as well as the following standards:

- (a) A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.
- (b) Basecamps on parcels on Greenville Wolf Creek Road, Town of Greenville, within 300 feet of an occupied residence shall maintain quiet hours from 10 pm to 7 am seven days a week and all outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).
- (c) Each Zoning Clearance Certificate application for a temporary recreational vehicle park or basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related

structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

**Section 4-9.609. – Nonconforming Structures and Uses.**

The following modifies Plumas County Code Sec. 9-2.502(d)(3) – General provisions, Continuance, for the duration of the Effective Period:

- (a) The lawful nonconforming use of land or structures, if discontinued for a period of one year may be resumed without the issuance of a special use permit.

The following modifies Plumas County Code Sec. 9-2.503(b) – Nonconforming structures, Restoration, for the duration of the Effective Period:

- (b) A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored without the issuance of a special use permit.

With the exception of the above, for those sections in Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 5 Nonconforming Structures and Uses that require the issuance of a special use permit, for the duration of the Effective Period, an administrative use permit shall be required.

**Section 4-9.610. – Reconstruction or Repair of Legally Constructed Residential, Commercial, or Industrial Building Due to a Wildfire.** Reconstruction or rebuild of a building that has been destroyed or damaged due to a wildfire shall begin after the Fire Debris and Hazardous Materials have been removed and the property has been certified clean by the Plumas County Environmental Health Department. The Plumas County Health Officer has identified health hazards in the Fire Debris and Hazardous Materials in the Beckwourth Complex and Dixie Fires areas. Even if a property has been cleared of Fire Debris and Hazardous Materials or never had any Fire Debris and Hazardous Materials, it does not mean that there are no other health hazards or dangers on the property, including dangers resulting from fire-damaged or hazard trees. Property owners and residents must do their own investigation to determine whether there are any other health hazards or dangers on the property. The issuance of a building permit for the property does not accomplish this task. A building permit is a ministerial action requiring only limited review by the County to ensure that the structure meets all applicable building standards. In most zones, an individual is allowed by right to construct a residence after receiving a building permit which only requires conformity to building standards. The building permit is issued based on information supplied by the applicant without independent investigation by the County of the property or potential health hazards or dangers. Given the limited scope of enforcement, it is not possible for the County to identify potential health hazards or dangers which are not directly associated with the permitted structure. The applicant is in a position to inspect the property, identify potential health hazards or dangers, and tailor the application to avoid any potential health hazards or dangers.

**Section 4-9.611. – Reuse of Non-Conforming or Sub-Standard Septic Systems for Reconstruction of Non-Conforming or Single-Family Dwellings.** Reuse of non-conforming or sub-standard septic systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

- (a) A community sewer system approved by the CA State Water Resources Control Board, or

the Department of Environmental Health.

- (b) An approved on-site wastewater treatment system (OWTS) or other approved method of sewage disposal as approved by the Department of Environmental Health.

**Section 4-9.612. – Reuse of Non-Conforming or Sub-Standard Domestic Water Systems for Reconstruction of Non-Conforming or Single-Family Dwellings.** Reuse of non-conforming or substandard domestic water systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

- (a) A drinking water system as approved by the CA Water Board, Department of Drinking Water, or the Department of Environmental Health.
- (b) An approved drinking water well with an approved annular seal, or a protected water spring.

**Section 4-9.613. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or Other Similar Uses.** Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health as emergency interim housing for Displaced Persons and wildfire recovery efforts and fuels reduction activities.

**Section 4-9.614. – Removal and Disconnection.** Every temporary dwelling and basecamp allowed by this Article inside the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and removed from the property no later than the end of the Effective Period of this Chapter or within 30 days of a final inspection or the issuance of a certificate of occupancy for a replacement dwelling, whichever is earliest. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

**COUNTY OF PLUMAS  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
NOTICE OF EXEMPTION**

**TO:** ☒ **Office of Planning & Research**  
1400 Tenth Street, Room 121  
Sacramento, CA 95814  
<https://ceqanet.opr.ca.gov/>  
☒ **County Clerk**  
County of Plumas

**FROM:** **Plumas County**  
**Board of Supervisors**  
520 Main Street, Room 309  
Quincy, CA 95971  
(530) 283-6170  
Allen Hiskey, Clerk of the Board of Supervisors

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**Project Title:** An Urgency Ordinance Amending Chapter 9 to Title 4 of the Plumas County Code

**Project Applicant:** County of Plumas

**Project Location:** Unincorporated Area of Plumas County

**Description of Project:** An Urgency Ordinance pursuant to California Government Code Sections 25123(d), 25216, and 25131 of the County of Plumas, State of California, amending Plumas County Code Title 4 Public Safety, Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 1. Findings and Title; Article 2. Mandatory Debris and Hazard Tree Removal; Article 5. Emergency Interim Housing Outside the Beckwourth Complex and Dixie Fires Area; and Article 6. Emergency Interim Housing Inside the Beckwourth Complex and Dixie Fires Area to mitigate the continued harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate emergency interim housing and the orderly response to the Beckwourth Complex and Dixie Fires.

**Name of Public Agency Approving Project:** County of Plumas

**Name of Person or Agency Carrying Out Project:** Plumas County

**Exempt Status:**

☒ Statutory Exemptions. State Code Number: 15269(a)

☒ California Public Resources Code: Section 21080(b)(3)

**Reason why project is exempt:** This Urgency Ordinance has been determined to exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Hagwood, Chair of the Board of Supervisors

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Marcy DeMartile, Plumas County Clerk-Recorder-Registrar

**Certificate of Posting**

I hereby certify that from \_\_\_\_\_ to \_\_\_\_\_ (30 days), I posted a copy of this Notice of Exemption in the Office of the Plumas County Clerk-Recorder.

By \_\_\_\_\_ Date: \_\_\_\_\_  
MARCY DEMARTILE, Plumas County Clerk-Recorder-Registrar



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Che Shannon, Management Analyst II  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** Adopt **RESOLUTION** to approve and authorize Plumas County Alcohol and Other Drug Administrator Gary T. Sanderson authority to sign and to submit the Department of Healthcare Services mandatory alcohol and drug certificate application (No General Fund Impact); approved as to form by County Counsel. Roll call vote

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**Recommendation:**

Adopt **RESOLUTION** to approve and authorize Plumas County Alcohol and Other Drug Administrator Gary T. Sanderson authority to sign and to submit the Department of Healthcare Services mandatory alcohol and drug certificate application (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

**Background and Discussion:**

Plumas County Behavioral Health is required to submit an application for mandatory Alcohol and Other Drug (AOD) certification to provide Substance Use Disorder services to Plumas County residents.

**Action:**

Adopt **RESOLUTION** to approve and authorize Plumas County Alcohol and Other Drug Administrator Gary T. Sanderson authority to sign and to submit the Department of Healthcare Services mandatory alcohol and drug certificate application (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

**Fiscal Impact:**

No General Fund Impact

**Attachments:**

1. 0169\_001

**RESOLUTION NO. 24-**

**RESOLUTION TO APPROVE & AUTHORIZE PLUMAS COUNTY ALCOHOL AND OTHER DRUG (AOD) ADMINISTRATOR GARY T. SANDERSON TO SIGN AND SUBMIT THE DEPARTMENT OF HEALTHCARE SERVICES (DHCS) MANDATORY ALCOHOL AND DRUG CERTIFICATION APPLICATION.**

**WHEREAS**, the State of California Department of Healthcare Services (DHCS) has the sole authority to license, certify, and monitor alcohol and other drug programs, known as Substance Use Disorder (SUD) treatment facilities (Health and Safety Code (HCS) Division 10.5, Chapter 7.5, Sections 11832, 11834.01, and 11834.30). Department of Healthcare is responsible for facility licensure and/or program certification, compliance oversight, and client-related health and safety issues.

**WHEREAS**, Plumas County Behavioral Health is required to submit an application for mandatory Alcohol and Other Drug (AOD) certification to provide Substance Use Disorder services to Plumas County residents.

**WHEREAS**, the Board of Supervisors of Plumas County recognizes that the administrator for the Plumas County Alcohol and Other Drug program would be best equipped to sign and submit the Certification Application

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

Approve and authorize Plumas County Alcohol and Other Drug (AOD) Administrator, Gary T. Sanderson, to sign and submit the mandatory AOD Certification application to the Department of Healthcare Services (DHCS).

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the \_ day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chair, Plumas County Board of Supervisors



ATTEST:

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Clerk, Board of Supervisors

Approved as to Form



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Joshua Brechtel  
County Counsel Office



## PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** December 3, 2024

**SUBJECT:** Adopt **RESOLUTION** to accept Grant Agreement Number 24-10301 from the California Department of Public Health, Office of AIDS for funding the California HIV Surveillance Program; (No General Fund Impact) (HIV Surveillance); approved as to form by County Counsel. Roll call vote

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**Recommendation:**

The Director of Plumas County Public Health Agency respectfully recommends that the Plumas County Board of Supervisors Approve, Accept, and ratify Grant Agreement Number 24-10301 from the California Department of Public Health, Office of AIDS, beginning July 1, 2024, and terminating on June 30, 2029; and authorize the Director of the Public Health Agency to sign the Grant Agreement and all future amendments to Agreement Number 24-10301.

**Background and Discussion:**

As the Board may recall, Plumas County Public Health Agency had a contract with the California Department of Public Health, Office of AIDS for various HIV/AIDS Surveillance activities for many years. The goals of this project are to maintain active AIDS case surveillance with reporting facilities, to improve the timeliness, accuracy, and reliability of the local AIDS case data, to conduct investigations of cases, to reduce the number of new cases by offering assistance in the counseling and referral of partners, and to protect the rights of individuals infected with HIV/AIDS by assuring that identifying information is safeguarded.

The term of the Grant shall begin on July 1, 2024, and terminates on June 30, 2029.

The maximum amount payable under this Grant Agreement shall not exceed the amount of \$15,000.00.

**Action:**

Adopt **RESOLUTION** to accept Grant Agreement Number 24-10301 from the California Department of Public Health, Office of AIDS for funding the California HIV Surveillance Program; (No General Fund Impact) (HIV Surveillance); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (HIV Surveillance)

**Attachments:**

1. 4286 FINAL
2. 4286 Grant Agreement FINAL

**RESOLUTION NO. 24-\_\_\_\_\_**

**RESOLUTION TO ACCEPT GRANT AGREEMENT NUMBER 24-10301 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH), OFFICE OF AIDS (OA) FOR FUNDING THE CALIFORNIA HIV SURVEILLANCE PROGRAM.**

**WHEREAS**, Plumas County Public Health Agency will maintain infrastructure for HIV surveillance by establishing and maintaining HIV case surveillance in health, medical, public health, and social service settings, including laboratories; and

**WHEREAS**, Plumas County Public Health Agency will collect HIV surveillance data that meet all data requirements set forth by the OA and the Centers of Disease Control and Prevention; and

**WHEREAS**, Plumas County Public Health Agency will protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations; and

**WHEREAS**, Plumas County Public Health Agency will conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC that ensure program management and coordination; and

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

Approve, Accept and ratify Grant Agreement Number 24-10301 from CDPH, OA, beginning July 1, 2024, and terminating on June 30, 2029; and authorize the Director of the Public Health Agency to sign the Grant Agreement and all future amendments to Agreement Number 24-10301.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 3<sup>rd</sup> day of December 2024, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**


**Abstain:**

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

**Attest:**

\_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:

  
Joshua Brechtel, Attorney  
County Counsel's Office

## **California HIV Surveillance Program**

### **Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

### **TO**

**County of Plumas, hereinafter “Grantee”**

**Implementing the “HIV Surveillance”, hereinafter “Project”**

### **GRANT AGREEMENT NUMBER 24-10301**

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code. The Legislature authorized in the Health & Safety Code (HSC) Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to HIV and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the CDPH to enter into grants to perform public health activities.

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is for the Grantee to administer the HIV Surveillance Program (HSP) and to ensure the implementation of Human Immunodeficiency Virus (HIV) surveillance activities. The Grantee will plan, develop, and implement all aspects of HIV surveillance in their jurisdiction.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$15,000.00.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2024 and terminates on June 30, 2029. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2029.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Plumas
<p>Kimberly Ferreira, Assistant Chief Surveillance and Prevention Evaluation and Reporting Branch</p> <p>1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95899-7426</p> <p>Telephone: (916) 842-0965 Email: kimberly.ferreira@cdph.ca.gov</p>	<p>Nicole Reinert</p> <p>270 County Hospital Road, Ste. 206 Quincy CA 95971</p> <p>Telephone: (530) 283-6990 Email: <a href="mailto:nicolereinert@countyofplumas.com">nicolereinert@countyofplumas.com</a></p>

Direct all inquiries to the following representatives:

California Department of Public Health	County of Plumas
<p>Kimberly Ferreira, Assistant Chief Surveillance and Prevention Evaluation and Reporting Branch</p> <p>1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95899-7426</p> <p>Telephone: (916) 842-0965 Email: kimberly.ferreira@cdph.ca.gov</p>	<p>Nicole Reinert</p> <p>270 County Hospital Road, Ste. 206 Quincy CA 95971</p> <p>Telephone: (530) 283-6990 Email: <a href="mailto:nicolereinert@countyofplumas.com">nicolereinert@countyofplumas.com</a></p>

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
<p>County of Plumas</p> <p>DeLena Jones</p> <p>270 County Hospital Road, Ste 206 Quincy CA 95971</p> <p>Telephone: (530) 283-6362 Email: <a href="mailto:delenajones@countyofplumas.com">delenajones@countyofplumas.com</a></p>

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

EXHIBIT A LETTER OF AWARD  
EXHIBIT AI LIST OF ALLOCATIONS  
EXHIBIT A2 FUNDING ALLOCATION PROCESS  
EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS  
EXHIBIT C STANDARD GRANT CONDITIONS\*  
EXHIBIT D ADDITIONAL PROVISIONS  
EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS  
EXHIBIT F CONTRACTOR'S RELEASE

**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

**GRANT EXECUTION.** Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Nicole Reinert, Director  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971

Approved as to form:

  
\_\_\_\_\_  
Joshua Bregentel, Attorney  
County Counsel's Office

Date: \_\_\_\_\_

\_\_\_\_\_  
Javier Sandoval, Chief  
Contracts Management Unit California  
Department of Public Health 1616  
Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800-1804  
Sacramento, CA 95899-7377





TOMÁS J. ARAGÓN, M.D., Dr.P.H.  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
**California Department of Public Health**



GAVIN NEWSOM  
Governor

March 1, 2024

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: FY 2024-25 HIV SURVEILLANCE PROGRAM

The California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the availability of \$6.67 million in State General Funds in fiscal year (FY) 2024-2025 for local HIV surveillance programs. HIV surveillance program activities focus on five goals:

1. **Maintain infrastructure for HIV surveillance** by establishing and maintaining HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion;
2. **Collect and submit accurate, complete, and timely HIV surveillance data to Office of AIDS.** Collect HIV surveillance data that meet all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit those data to the OA in a timely fashion;
3. **Maintain data security and confidentiality.** Protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures;
4. **Program management and coordination.** Conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC that ensure program management and coordination;
5. **Collaborate with partners to respond to the HIV epidemic** to facilitate sharing data and resources to support progress toward meeting California's Integrated Plan goals and objectives.



These funds will be available to the HIV surveillance program on a yearly basis from July 1, 2024 – June 30, 2029. The amount of funding allocated is on an annual basis through a non-competitive formula. The [Surveillance Program Funding Allocation Process](#) includes the annual allocation amounts for specific jurisdictions.

The funds must be used to provide allowable HIV surveillance program activities at the local level. For guidance, please see the [HIV Surveillance Program Scope of Work](#). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by June 1, 2024. The documents should be e-mailed to [HIV.Surveillance@cdph.ca.gov](mailto:HIV.Surveillance@cdph.ca.gov). Please note that no funds are secured until the contract is fully executed.

We look forward to collaborating with you to conduct effective surveillance of the California HIV epidemic. If you have any questions, please email [HIV.Surveillance@cdph.ca.gov](mailto:HIV.Surveillance@cdph.ca.gov) or Kimberly Ferreira at [Kimberly.Ferreira@cdph.ca.gov](mailto:Kimberly.Ferreira@cdph.ca.gov).

Sincerely,



Deanna A. Sykes, PhD  
Chief, Surveillance and Prevention Evaluation and Reporting Branch  
Office of AIDS  
California Department of Public Health

cc: Kimberly Ferreira  
Assistant Branch Chief  
Surveillance and Prevention Evaluation and Reporting Branch  
Office of AIDS  
California Department of Public Health

Jamie Katayanagi, Chief  
Quality Management Unit  
Surveillance Section  
Surveillance and Prevention Evaluation and Reporting Branch  
Office of AIDS  
California Department of Public Health

**Exhibit A1**  
**List of Allocations**

County/City	Summary Action	FINAL FY 24/25 Adjusted Allocation	FINAL FY 25/26 Adjusted Allocation	FINAL FY 26/27 Adjusted Allocation	FINAL FY 27/28 Adjusted Allocation	FINAL FY 28/29 Adjusted Allocation	TOTAL Five (5) Year Allocation
Alameda	Formula	\$ 271,514	\$ 271,514	\$ 271,514	\$ 271,514	\$ 271,514	\$ 1,357,570
Alpine	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Amador	HH	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 28,270
Berkeley	HH	\$ 25,701	\$ 25,701	\$ 25,701	\$ 25,701	\$ 25,701	\$ 128,505
Butte	HH	\$ 23,822	\$ 23,822	\$ 23,822	\$ 23,822	\$ 23,822	\$ 119,110
Calaveras	HH	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 25,065
Colusa	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Contra Costa	HH	\$ 162,320	\$ 162,320	\$ 162,320	\$ 162,320	\$ 162,320	\$ 811,600
Del Norte	HH	\$ 3,133	\$ 3,133	\$ 3,133	\$ 3,133	\$ 3,133	\$ 15,665
El Dorado	HH	\$ 11,807	\$ 11,807	\$ 11,807	\$ 11,807	\$ 11,807	\$ 59,035
Fresno	Cap	\$ 95,990	\$ 95,990	\$ 95,990	\$ 95,990	\$ 95,990	\$ 479,950
Glenn	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Humboldt	HH	\$ 11,283	\$ 11,283	\$ 11,283	\$ 11,283	\$ 11,283	\$ 56,415
Imperial	Cap	\$ 20,325	\$ 20,325	\$ 20,325	\$ 20,325	\$ 20,325	\$ 101,625
Inyo	HH	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 21,935
Kern	Cap	\$ 130,107	\$ 130,107	\$ 130,107	\$ 130,107	\$ 130,107	\$ 650,535
Kings	HH	\$ 16,926	\$ 16,926	\$ 16,926	\$ 16,926	\$ 16,926	\$ 84,630
Lake	HH	\$ 9,402	\$ 9,402	\$ 9,402	\$ 9,402	\$ 9,402	\$ 47,010
Lassen	HH	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 25,065
Long Beach	HH	\$ 228,481	\$ 228,481	\$ 228,481	\$ 228,481	\$ 228,481	\$ 1,142,405
Los Angeles	Cap	\$ 2,088,748	\$ 2,088,748	\$ 2,088,748	\$ 2,088,748	\$ 2,088,748	\$ 10,443,740
Madera	HH	\$ 15,045	\$ 15,045	\$ 15,045	\$ 15,045	\$ 15,045	\$ 75,225
Marin	HH	\$ 48,271	\$ 48,271	\$ 48,271	\$ 48,271	\$ 48,271	\$ 241,355
Mariposa	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Mendocino	HH	\$ 12,536	\$ 12,536	\$ 12,536	\$ 12,536	\$ 12,536	\$ 62,680
Merced	Cap	\$ 19,113	\$ 19,113	\$ 19,113	\$ 19,113	\$ 19,113	\$ 95,565
Modoc	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Mono	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Monterey	HH	\$ 45,119	\$ 45,119	\$ 45,119	\$ 45,119	\$ 45,119	\$ 225,595
Napa	Formula	\$ 12,896	\$ 12,896	\$ 12,896	\$ 12,896	\$ 12,896	\$ 64,480
Nevada	HH	\$ 6,268	\$ 6,268	\$ 6,268	\$ 6,268	\$ 6,268	\$ 31,340
Orange	HH	\$ 399,971	\$ 399,971	\$ 399,971	\$ 399,971	\$ 399,971	\$ 1,999,855
Pasadena	Formula	\$ 27,169	\$ 27,169	\$ 27,169	\$ 27,169	\$ 27,169	\$ 135,845
Placer	Cap	\$ 15,927	\$ 15,927	\$ 15,927	\$ 15,927	\$ 15,927	\$ 79,635
Plumas	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Riverside	Cap	\$ 310,517	\$ 310,517	\$ 310,517	\$ 310,517	\$ 310,517	\$ 1,552,585
Sacramento	Cap	\$ 231,143	\$ 231,143	\$ 231,143	\$ 231,143	\$ 231,143	\$ 1,155,715
San Benito	Cap	\$ 3,367	\$ 3,367	\$ 3,367	\$ 3,367	\$ 3,367	\$ 16,835
San Bernardino	Cap	\$ 271,368	\$ 271,368	\$ 271,368	\$ 271,368	\$ 271,368	\$ 1,356,840
San Diego	HH	\$ 621,121	\$ 621,121	\$ 621,121	\$ 621,121	\$ 621,121	\$ 3,105,605
San Francisco	HH	\$ 672,178	\$ 672,178	\$ 672,178	\$ 672,178	\$ 672,178	\$ 3,360,890
San Joaquin	Cap	\$ 88,404	\$ 88,404	\$ 88,404	\$ 88,404	\$ 88,404	\$ 442,020
San Luis Obispo	HH	\$ 31,344	\$ 31,344	\$ 31,344	\$ 31,344	\$ 31,344	\$ 156,720
San Mateo	HH	\$ 84,255	\$ 84,255	\$ 84,255	\$ 84,255	\$ 84,255	\$ 421,275
Santa Barbara	Formula	\$ 36,282	\$ 36,282	\$ 36,282	\$ 36,282	\$ 36,282	\$ 181,410
Santa Clara	HH	\$ 218,115	\$ 218,115	\$ 218,115	\$ 218,115	\$ 218,115	\$ 1,090,575
Santa Cruz	HH	\$ 26,329	\$ 26,329	\$ 26,329	\$ 26,329	\$ 26,329	\$ 131,645
Shasta	HH	\$ 13,145	\$ 13,145	\$ 13,145	\$ 13,145	\$ 13,145	\$ 65,725
Sierra	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Siskiyou	HH	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 21,935
Solano	Formula	\$ 63,988	\$ 63,988	\$ 63,988	\$ 63,988	\$ 63,988	\$ 319,940
Sonoma	HH	\$ 69,587	\$ 69,587	\$ 69,587	\$ 69,587	\$ 69,587	\$ 347,935
Stanislaus	Cap	\$ 47,785	\$ 47,785	\$ 47,785	\$ 47,785	\$ 47,785	\$ 238,925
Sutter	Formula	\$ 7,527	\$ 7,527	\$ 7,527	\$ 7,527	\$ 7,527	\$ 37,635
Tehama	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Trinity	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Tulare	Cap	\$ 31,855	\$ 31,855	\$ 31,855	\$ 31,855	\$ 31,855	\$ 159,275
Tuolumne	HH	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 21,935
Ventura	Cap	\$ 69,656	\$ 69,656	\$ 69,656	\$ 69,656	\$ 69,656	\$ 348,280
Yolo	Cap	\$ 15,537	\$ 15,537	\$ 15,537	\$ 15,537	\$ 15,537	\$ 77,685
Yuba	HH	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 28,270
Total		\$ 6,679,872	\$ 6,679,872	\$ 6,679,872	\$ 6,679,872	\$ 6,679,872	\$ 33,399,360

## Exhibit A2

### Funding Allocation Process

The Office of AIDS (OA) will allocate \$6.67 million in Fiscal Year (FY) 2024-2025 State General Fund to local health jurisdictions (LHJs) for local HIV Surveillance Programs. OA will use the following formula for FY 2024-25:

The allocation formula is based upon the following factors:

- New diagnoses for past 5 years (2017-2021); and
- Living cases at most recent year end (2021)

#### Funding Minimum:

OA will implement a minimum allocation of \$3,000 for the rest of the LHJs. The ten LHJs receiving the minimum allocation: *Alpine, Colusa, Glenn, Mariposa, Modoc, Mono, Plumas, Sierra, Tehama, and Trinity.*

OA will apply the following stabilization measures:

1. Funding Cap (CAP): OA will implement a funding cap, which is a **maximum** funding level placed on each LHJ, set at 106 percent of the FY 2023-24 allocation. The fifteen LHJs impacted by the funding cap: *Fresno, Imperial, Kern, Los Angeles, Merced, Placer, Riverside, Sacramento, San Benito, San Bernardino, San Joaquin, Stanislaus, Tulare, Ventura and Yolo.*
2. Hold Harmless Provision:  
OA will distribute funds to other LHJs so that the **minimum** funding level is 96 percent of the FY 2023-24 allocation. Thirty LHJs are allocated funds due to the hold harmless provision.

Six LHJs receive their unadjusted formula amount: *Alameda, Napa, Pasadena, Santa Barbara, Solano, and Sutter.*

**FY 2024/25 HIV Surveillance Program Funding Allocation**

<b>County/City</b>	<b>FY 23/24 Allocation</b>	<b>FY 24/25 Unadjusted Allocation via formula (no cap, HH, or min.)</b>	<b>Unadjusted Allocation % of FY 23/24 Allocation</b>	<b>FINAL FY 24/25 Adjusted Allocation</b>	<b>FINAL Adjusted Allocation % of Unadjusted</b>	<b>FINAL Adjusted Allocation % of FY 23/24 Allocation</b>	<b>Summary Action</b>
Alameda	\$ 285,286	\$ 272,692	95.6%	\$ 271,514	99.6%	95%	Formula
Alpine	\$ -	\$ 47	-	\$ 3,000	6383.0%	-	Minimum
Amador	\$ 6,015	\$ 4,994	83.0%	\$ 5,654	113.2%	94%	HH
Berkeley	\$ 27,342	\$ 18,292	66.9%	\$ 25,701	140.5%	94%	HH
Butte	\$ 25,343	\$ 13,345	52.7%	\$ 23,822	178.5%	94%	HH
Calaveras	\$ 5,334	\$ 2,452	46.0%	\$ 5,013	204.4%	94%	HH
Colusa	\$ 3,000	\$ 2,210	73.7%	\$ 3,000	135.7%	100%	Minimum
Contra Costa	\$ 172,681	\$ 140,330	81.3%	\$ 162,320	115.7%	94%	HH
Del Norte	\$ 3,334	\$ 1,382	41.5%	\$ 3,133	226.7%	94%	HH
El Dorado	\$ 12,561	\$ 10,358	82.5%	\$ 11,807	114.0%	94%	HH
Fresno	\$ 90,643	\$ 149,002	164.4%	\$ 95,990	64.4%	106%	Cap
Glenn	\$ 3,000	\$ 913	30.4%	\$ 3,000	328.6%	100%	Minimum
Humboldt	\$ 12,004	\$ 11,324	94.3%	\$ 11,283	99.6%	94%	HH
Imperial	\$ 19,193	\$ 31,459	163.9%	\$ 20,325	64.6%	106%	Cap
Inyo	\$ 4,668	\$ 1,230	26.3%	\$ 4,387	356.7%	94%	HH
Kern	\$ 122,859	\$ 174,105	141.7%	\$ 130,107	74.7%	106%	Cap
Kings	\$ 18,007	\$ 12,834	71.3%	\$ 16,926	131.9%	94%	HH
Lake	\$ 10,003	\$ 5,732	57.3%	\$ 9,402	164.0%	94%	HH
Lassen	\$ 5,334	\$ 932	17.5%	\$ 5,013	537.9%	94%	HH
Long Beach	\$ 243,065	\$ 177,467	73.0%	\$ 228,481	128.7%	94%	HH
Los Angeles	\$ 1,972,378	\$ 2,223,227	112.7%	\$ 2,088,748	94.0%	106%	Cap
Madera	\$ 16,006	\$ 13,994	87.4%	\$ 15,045	107.5%	94%	HH
Marin	\$ 51,353	\$ 30,648	59.7%	\$ 48,271	157.5%	94%	HH
Mariposa	\$ 3,000	\$ 1,084	36.1%	\$ 3,000	276.8%	100%	Minimum
Mendocino	\$ 13,337	\$ 7,536	56.5%	\$ 12,536	166.3%	94%	HH
Merced	\$ 18,049	\$ 31,724	175.8%	\$ 19,113	60.2%	106%	Cap
Modoc	\$ 2,820	\$ 71	2.5%	\$ 3,000	4225.4%	106%	Minimum
Mono	\$ 3,000	\$ 336	11.2%	\$ 3,000	892.9%	100%	Minimum
Monterey	\$ 47,999	\$ 43,119	89.8%	\$ 45,119	104.6%	94%	HH
Napa	\$ 13,251	\$ 12,952	97.7%	\$ 12,896	99.6%	97%	Formula
Nevada	\$ 6,669	\$ 6,196	92.9%	\$ 6,268	101.2%	94%	HH
Orange	\$ 425,502	\$ 382,602	89.9%	\$ 399,971	104.5%	94%	HH
Pasadena	\$ 26,792	\$ 27,287	101.8%	\$ 27,169	99.6%	101%	Formula
Placer	\$ 15,040	\$ 20,825	138.5%	\$ 15,927	76.5%	106%	Cap
Plumas	\$ 3,000	\$ 1,008	33.6%	\$ 3,000	297.6%	100%	Minimum
Riverside	\$ 293,218	\$ 441,763	150.7%	\$ 310,517	70.3%	106%	Cap
Sacramento	\$ 218,266	\$ 239,914	109.9%	\$ 231,143	96.3%	106%	Cap
San Benito	\$ 3,180	\$ 4,062	127.7%	\$ 3,367	82.9%	106%	Cap
San Bernardino	\$ 256,250	\$ 330,049	128.8%	\$ 271,368	82.2%	106%	Cap
San Diego	\$ 660,768	\$ 618,660	93.6%	\$ 621,121	100.4%	94%	HH
San Francisco	\$ 715,084	\$ 433,268	60.6%	\$ 672,178	155.1%	94%	HH
San Joaquin	\$ 83,479	\$ 95,300	114.2%	\$ 88,404	92.8%	106%	Cap
San Luis Obispo	\$ 33,345	\$ 18,368	55.1%	\$ 31,344	170.6%	94%	HH
San Mateo	\$ 89,634	\$ 77,919	86.9%	\$ 84,255	108.1%	94%	HH
Santa Barbara	\$ 34,678	\$ 36,439	105.1%	\$ 36,282	99.6%	105%	Formula
Santa Clara	\$ 232,038	\$ 194,348	83.8%	\$ 218,115	112.2%	94%	HH
Santa Cruz	\$ 28,010	\$ 21,824	77.9%	\$ 26,329	120.6%	94%	HH
Shasta	\$ 13,985	\$ 7,849	56.1%	\$ 13,145	167.5%	94%	HH
Sierra	\$ 3,000	\$ 217	7.2%	\$ 3,000	1382.5%	100%	Minimum
Siskiyou	\$ 4,668	\$ 2,324	49.8%	\$ 4,387	188.8%	94%	HH
Solano	\$ 63,257	\$ 64,265	101.6%	\$ 63,988	99.6%	101%	Formula
Sonoma	\$ 74,029	\$ 56,681	76.6%	\$ 69,587	122.8%	94%	HH
Stanislaus	\$ 45,123	\$ 53,998	119.7%	\$ 47,785	88.5%	106%	Cap
Sutter	\$ 7,520	\$ 7,560	100.5%	\$ 7,527	99.6%	100%	Formula
Tehama	\$ 3,000	\$ 2,826	94.2%	\$ 3,000	106.2%	100%	Minimum
Trinity	\$ 3,000	\$ 454	15.1%	\$ 3,000	660.8%	100%	Minimum
Tulare	\$ 30,081	\$ 36,922	122.7%	\$ 31,855	86.3%	106%	Cap
Tuolumne	\$ 4,668	\$ 1,765	37.8%	\$ 4,387	248.6%	94%	HH
Ventura	\$ 65,776	\$ 70,890	107.8%	\$ 69,656	98.3%	106%	Cap
Yolo	\$ 14,672	\$ 18,572	126.6%	\$ 15,537	83.7%	106%	Cap
Yuba	\$ 6,015	\$ 4,639	77.1%	\$ 5,654	121.9%	94%	HH
<b>Total</b>	<b>\$ 6,674,612</b>	<b>\$ 6,674,585</b>		<b>\$ 6,679,872</b>			

<b>0</b>	<b>No Case County/City Unadjusted</b>
<b>6</b>	<b>Formula County/City Funding</b>
<b>15</b>	<b>Cap County/City Minimum</b>
<b>10</b>	<b>Allocation County/City Hold</b>
<b>30</b>	<b>Harmless County/City Total</b>
<b>61</b>	<b>Counties/Cities</b>

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to [HIV.Surveillance@cdph.ca.gov](mailto:HIV.Surveillance@cdph.ca.gov).
- C. Invoices shall:
  - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
  - 2) Bear the Grantee's name as shown on the Grant.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B**  
Budget Detail and Payment Provisions

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**5. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.



**EXHIBIT C****STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D  
Additional Provisions

**1. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
  - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D  
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**2. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
  - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D  
Additional Provisions

**3. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.



**Exhibit E**  
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
  - A. Breach:

"Breach" means:

    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or
    2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
  - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

**Exhibit E**  
**Information Privacy and Security Requirements**

- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
  4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

**Exhibit E**  
**Information Privacy and Security Requirements**

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

**Exhibit E**  
Information Privacy and Security Requirements

**XI. Breach and Security Incident Responsibilities:**

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
  4. a description of the probable and proximate causes of the breach or security incident; and
  5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

**Exhibit E**  
**Information Privacy and Security Requirements**

- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

**Exhibit E**  
**Information Privacy and Security Requirements**

<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413  Email: <a href="mailto:CDPH.InfoSecurityOffice@cdph.ca.gov">CDPH.InfoSecurityOffice@cdph.ca.gov</a> Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

**Exhibit E**  
Information Privacy and Security Requirements

- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.



**Exhibit E**  
Information Privacy and Security Requirements

**Attachment 1**  
Contractor Data Security Standards

**I. Personnel Controls**

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

**A. *Encryption.***

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
  - All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
  - CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

**Exhibit E**  
Information Privacy and Security Requirements

- D. Antivirus software.** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. Patch Management.** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) “Critical” severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; “High” severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control.** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor workforce members are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID’s must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
<b>Permitted Authenticator Types</b>	<ul style="list-style-type: none"> <li>- Memorized Secret</li> <li>- Look-Up Secret</li> <li>- Out-of-Band Devices</li> <li>- Single-Factor One-Time Password (OTP) Device</li> <li>- Multi-Factor OTP Device</li> <li>- Single-Factor Cryptographic Software</li> <li>- Single-Factor Cryptographic Device</li> <li>- Multi-Factor Cryptographic Software</li> <li>- Multi-Factor Cryptographic Device</li> </ul>	<ul style="list-style-type: none"> <li>- Multi-Factor OTP Device</li> <li>- Multi-Factor Cryptographic Software</li> <li>- Multi-Factor Cryptographic Device</li> <li>- Memorized Secret</li> </ul> <p><b>plus:</b></p> <ul style="list-style-type: none"> <li>- Look-Up Secret</li> <li>- Out-of-Band Device</li> <li>- Single-Factor OTP Device</li> <li>- Single-Factor Cryptographic Software</li> <li>- Single-Factor Cryptographic Device</li> </ul>	<ul style="list-style-type: none"> <li>- Multi-Factor Cryptographic Device</li> <li>- Single-Factor Cryptographic Device used in conjunction with Memorized Secret</li> <li>- Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device</li> <li>- Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software</li> <li>- Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator</li> <li>- Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.</li> </ul>

**Exhibit E**  
**Information Privacy and Security Requirements**

- G. **CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. **Reauthentication.** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity  May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity  Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
  - When roles change
  - When the execution of privileged function occurs (e.g., performing a critical transaction)
- I. **Warning Banners.** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. **System Logging.** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. **Live Data Usage.** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. **Privileged Access Management (PAM).** Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

**Exhibit E**  
**Information Privacy and Security Requirements**

- M. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

### **III. Audit Controls**

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.
- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

### **IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

### **V. Paper Document Controls**

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

**Exhibit E**  
Information Privacy and Security Requirements |

- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

## Contractor's Release

### Instructions to Contractor:

**With final invoice(s) submit one (1) original and one (1) copy.** The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to **contract number** 24-10301 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.  
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

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**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): County of Plumas

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

**Distribution:**      Accounting (Original)      Program



**PLUMAS COUNTY  
DISTRICT ATTORNEY  
MEMORANDUM**

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

**FROM:** David Hollister, District Attorney

**MEETING DATE:** December 3, 2024

**SUBJECT:** A.) Designate the District Attorney the ability to remove abandoned vehicles pursuant to VC 22669;

B.) Support the use of up to \$50,000 in restricted Environmental Settlements fund balance to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 and Plumas County Code 5-8.15; discussion and possible action.

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**Recommendation:**

The Plumas County District Attorney recommends that the Board of Supervisors designate him the ability to remove abandoned vehicles pursuant to VC 22669 and support the use of up to \$50,000.00 of fund balance from the District Attorney Restricted Environmental Settlements department (70312) to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 and in conjunction with prosecutions under Plumas County Code 5-8.15.

The Plumas County District Attorney recommends that the Board of Supervisors approve a supplemental budget request in the amount of \$50,000.00 for the use of fund balance not budgeted during the Plumas County FY 2024-25 budget hearings for the Environmental Settlements department (70312).

**Background and Discussion:**

Plumas County is beset by abandoned vehicles. These abandoned vehicles not only present an eyesore but serve as an environmental hazard. To combat these abandoned vehicles, the District Attorney has created an approach consisting of the removal of vehicles as well as the prosecution of those abandoning their vehicle on a Plumas County public roadway.

With the assistance of the Plumas County Sheriff's Office, California Highway Patrol, Plumas County Building Department (including Code Enforcement), and Plumas County Public Works, a collaborative approach has been created allowing for the prompt removal of abandoned vehicles. This program will roll out in stages, with the first stage causing approximately ten (10) abandoned vehicles (including a travel trailer) currently located on public roads to be removed to a temporary holding area prior to submission to a dismantler. Part and parcel of the removal portion of this program, the Plumas County District Attorney's Office and its law enforcement partners will engage in an aggressive investigation and prosecution approach of those who can be proven to have abandoned vehicles in Plumas County in an effort to deter future abandonments.

Request A: Section 22669 of the Vehicle Code allows the Plumas County Board of Supervisors to designate the Plumas County District Attorney's Office to remove abandoned vehicles, as determined pursuant to Section 22523. I am requesting the Board of Supervisors make this designation so as to allow the collaborative program outlined above to proceed immediately. This designation does not



supersede, limit or otherwise change the existing lawful authority of other Plumas County departments to remove abandoned vehicles.

Request B: The Plumas County District Attorney's Office maintains certain funds in Department 70312 which are restricted to the use of environmental prosecutions. I submit the removal of vehicles abandoned on Plumas County roadways is an integral part of current and upcoming environmental prosecutions. A 2009 publication from the United States Environmental Protection Agency (EPA) found "abandoned vehicles pose an environmental and human health threat." Among the environmental and health concerns regarding abandoned vehicles are "bandoned vehicles are often utilized to store garbage and other refuse which may attract pests and become disease vector breeding grounds; Abandoned vehicles are a visual blight and can be detrimental to local businesses; Abandoned vehicles can be targets of arson and vandalism; Fluids like gasoline/diesel fuel, and power steering and brake fluids can leak, polluting soil, groundwater and surface water; and Vehicles contain other materials that may harm the environment... such as lead-acid batteries and mercury switches." I am requesting the Board of Supervisors support the use of restricted environmental prosecution funds to address Plumas County's abandoned vehicle problem.

**Action:**

It is respectfully recommended the Board of Supervisors:

A.) Designate the Plumas County District Attorney the ability to remove abandoned vehicles pursuant to VC 22669.

B.) Support the Plumas County District Attorney spending up to \$50,000.00 from the Plumas County District Attorney Restricted Environmental Settlements department (70312) to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 and in conjunction with prosecutions under Plumas County Code 5-8.15.

**Fiscal Impact:**

(No General Fund Impact) Use of Environmental Settlement Restricted Funds

**Attachments:**

None



**PLUMAS COUNTY  
DISTRICT ATTORNEY  
MEMORANDUM**

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

**FROM:** Sheri Johns, Department Fiscal Officer II

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve supplemental budget request in the amount of \$50,000.00 for Fund Balance not budgeted during the FY 2024-25 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. Four/fifths Roll Call vote

---

**Recommendation:**

Approve supplemental budget request in the amount of \$50,000.00 for Fund Balance not budgeted during the FY 2024-25 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. **Four/fifths Roll Call vote**

**Background and Discussion:**

Request B: The Plumas County District Attorney's Office maintains certain funds in Department 70312 which are restricted to the use of environmental prosecutions. I submit the removal of vehicles abandoned on Plumas County roadways is an integral part of current and upcoming environmental prosecutions. A 2009 publication from the United States Environmental Protection Agency (EPA) found "abandoned vehicles pose an environmental and human health threat." Among the environmental and health concerns regarding abandoned vehicles are "bandoned vehicles are often utilized to store garbage and other refuse which may attract pests and become disease vector breeding grounds; Abandoned vehicles are a visual blight and can be detrimental to local businesses; Abandoned vehicles can be targets of arson and vandalism; Fluids like gasoline/diesel fuel, and power steering and brake fluids can leak, polluting soil, groundwater and surface water; and Vehicles contain other materials that may harm the environment... such as lead-acid batteries and mercury switches." I am requesting the Board of Supervisors support the use of restricted environmental prosecution funds to address Plumas County's abandoned vehicle problem.

**Action:**

The Plumas County District Attorney recommends that the Board of Supervisors approve a supplemental budget request in the amount of \$50,000.00 for the use of fund balance not budgeted during the Plumas County FY 2024-25 budget hearings for the Environmental Settlements department (70312).

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Supplemental Budget 70312
2. DA Budget transfer for December 3 2024 BOS

**OR SUPPLEMENTAL BUDGET**

(Auditor's Use Only)

Date: 11/20/24

- Auditor**

## SUPPLEMENTAL REVENUE ACCOUNTS

(NEW UNBUDGETED REVENUE)

00D2	Environmental Settlement Fund Balance	50,000.00
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TOTAL:	50,000.00
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**TRANSFER TO:**

00D2	7031258	58001	Transfer Out ***New Account	50,000.00
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<b>TOTAL:</b>	<b>50,000.00</b>
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Supplemental budget requests require Auditor/Controller's Signature

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

his request  
**RECEIVED**

May 20 2024

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

- A) Use of some fund balance to help with Abandoned Vehicle Abatement
- B) Fund Balance, not a transfer
- C) Vehicles need to be removed from highways ASAP
- D) No change in revenue.

Approved by Signing Authority: SL 2 Am 11/20/2024

X / Approved/Recommended \_\_\_\_\_ / Disapproved/Not Recommended  
County Administrative Officer: Auditor  
Mattell  
Signature

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board signature \_\_\_\_\_

Date Entered by Auditor Controller \_\_\_\_\_ Initials \_\_\_\_\_

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

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

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

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

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

**ACCOUNT TRIAL BALANCE FOR FY25/JUL TO NOV**

FUND 00D2 SUB-FUND 00000

ACCOUNT NAME	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PER. INL. SEC EFF. DATE REFERENCE					
00D2010 10100	452,455.06	.00	.00	.00	452,455.06
CASH - OPERATING	452,455.06	.00	.00	.00	452,455.06
00D2030 3000	-452,455.06	.00	.00	.00	-452,455.06
RESTRICTED (UNDSGN-B)	-452,455.06	.00	.00	.00	-452,455.06
TOTALS FOR SUB-FUND 00000	.00	.00	.00	.00	.00
UNDEFINED	.00	.00	.00	.00	.00
TOTALS FOR FUND 00D2	.00	.00	.00	.00	.00
ENVIRONMENTAL SETTLEMENT	.00	.00	.00	.00	.00

**COUNTY OF PLUMAS**

## REQUEST FOR BUDGET APPROPRIATION TRANSFER

**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER

(Auditor's Use Only)

Dept. No.:      ##      70312

Date: 11/20/24

Approval Required

## Board

Board

## Board

Auditor

**Auditor**

### TRANSFER FROM OR

# X

## SUPPLEMENTAL REVENUE ACCOUNTS

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

<u>FUND #</u>	<u>DEPT. #</u>	<u>ACCT. #</u>	<u>ACCOUNT NAME</u>	<u>\$ AMOUNT</u>
00D2			Environmental Settlement Fund Balance	50,000.00
			TOTAL:	50,000.00

**TRANSFER TO:**

<u>FUND #</u>	<u>DEPT. #</u>	<u>ACCT. #</u>	<u>ACCOUNT NAME</u>	<u>\$ AMOUNT</u>
00D2	7031258	58001	Transfer Out ***New Account	50,000.00
TOTAL:				50,000.00

Supplemental budget requests require Auditor/Controller's Signature

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

his request  
**RECEIVED**

NOV 20 2024

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

- A) Use of some fund balance to help with Abandoned Vehicle Abatement
- B) Fund Balance, not a transfer
- C) Vehicles need to be removed from highways ASAP
- D) No change in revenue.

Approved by Signing Authority: SL 2 Am 11/20/2024

X / Approved/Recommended \_\_\_\_\_ / Disapproved/Not Recommended

Auditor  
County Administrative Officer: Mark Hall  
Signature

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board signature \_\_\_\_\_

Date Entered by Auditor Controller \_\_\_\_\_ Initials \_\_\_\_\_

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

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

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

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

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



**ACCOUNT TRIAL BALANCE FOR FY25/JUL TO NOV**

FUND 00D2 SUB-FUND 00000

ACCOUNT NAME	PER. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
00D2010 10100	452,455.06	.00	.00	.00	452,455.06
CASH - OPERATING	452,455.06	.00	.00	.00	452,455.06
00D2030 3000	-452,455.06	.00	.00	.00	-452,455.06
RESTRICTED (UNDSGN-B)	-452,455.06	.00	.00	.00	-452,455.06
TOTALS FOR SUB-FUND 00000	.00	.00	.00	.00	.00
UNDEFINED	.00	.00	.00	.00	.00
TOTALS FOR FUND 00D2	.00	.00	.00	.00	.00
ENVIRONMENTAL SETTLEMENT	.00	.00	.00	.00	.00



**PLUMAS COUNTY  
CODE ENFORCEMENT DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Jennifer Langston, Chief Code Enforcement Officer  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation; effective August 1, 2024; not to exceed 10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation; effective August 1, 2024; not to exceed 10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

**Background and Discussion:**

Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation; effective August 1, 2024; not to exceed 10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund Impact. Funds are generated from DMV registration fees.

**Attachments:**

1. Quincy Tow Contract 2024

### **Agreement for Vehicle Abatement Services**

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1 day of August, 2024, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Quincy Tow Service & Repair, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from August 1, 2024, through July 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2024, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and comply with all applicable terms of state and federal laws and regulations, all applicable grant-funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies, including those governing licensed vehicle dealers and auto towing.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

\_\_\_\_ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS \_\_\_\_\_

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
  - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
  - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.
  - e. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the

policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County.

County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

\_\_\_\_ COUNTY INITIALS

- 4 -CONTRACTOR INITIALS \_\_\_\_

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. CONTRACTOR represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Code Enforcement  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Michael Coelho (Building Services Director)

Contractor:

Quincy Tow & Service & Repair  
180 Nugget Lane  
Quincy, CA 95971  
Attention: Robert Wood or Doreen Wood

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions->

\_\_\_\_ COUNTY INITIALS

- 5 -CONTRACTOR INITIALS\_\_\_\_



[programs-and-country-information/ukraine-russia-related-sanctions](#)). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

\_\_\_\_ COUNTY INITIALS

- 6 -CONTRACTOR INITIALS \_\_\_\_

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

**CONTRACTOR:**

Quincy Tow Service & Repair,  
a California Corporation

By: \_\_\_\_\_  
Name: Brian Wood  
Title: President  
Date signed:

By: \_\_\_\_\_  
Name: Doreene Wood  
Title: Secretary  
Date signed:

**COUNTY:**


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

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

**ATTEST**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

## **EXHIBIT A**

### **Scope of Work**

#### **1. SUMMARY DESCRIPTION**

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

#### **2. TOW PROCESS – ALL ABATEMENTS**

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530)283-1162, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

\_\_\_\_ COUNTY INITIALS

- 8 - CONTRACTOR INITIALS \_\_\_\_

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

### **3. STORAGE FACILITY REQUIREMENTS**

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

#### 4. DISPOSITION OF VEHICLES

A. **VEHICLES TOWED FROM PRIVATE PROPERTY:** All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

##### B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to the Vehicle Dismantler Service Contract Holder (currently Axles Boneyard) at 318 Highway 89, Greenville for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrap-yard or automobile dismantler's an additional towing fee will not be paid.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely

\_\_\_\_ COUNTY INITIALS

- 10 - CONTRACTOR INITIALS \_\_\_\_

drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

## **5. RECORDS, AUDITS AND REPORTS**

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

## **6. MOTOR CARRIER PERMIT**

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

\_\_\_\_ COUNTY INITIALS

- 11 - CONTRACTOR INITIALS \_\_\_\_

## 7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

### B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

## 8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due



to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

## **9. TOW TRUCKS – REQUIRED INSPECTIONS**

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor’s Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor’s tow vehicles, equipment and facilities to be used in performance of this Agreement.

## **10. PUBLICATION OF DOCUMENTS AND DATA**

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

## **EXHIBIT B**

### **Fee Schedule**

Abated / Abandoned vehicle Tow..... \$250.00 hour

(This includes passenger vehicles, cars and trucks and trucks  
with over-bed campers)

Motorhomes, RV's, trailers, and boat tow..... \$500.00 hour

Large farm equipment (requiring Class D truck) ..... \$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at  
the towing/dismantling company's posted rate

Individual Tires ..... \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material..... NO CHARGE

- If vehicles are held over at the towing company's facility(other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.
- If vehicles are towed from the towing company's facility to any other dismantling facility, except for the Vehicle Dismantler Service Contract holder with Plumas County (Axles Boneyard), an additional towing fee will not be paid from the towing facility to the dismantling facility.

\_\_\_\_ COUNTY INITIALS

- 14 -CONTRACTOR INITIALS\_\_\_\_



## PLUMAS COUNTY LIBRARY DEPARTMENT MEMORANDUM

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

**FROM:** Dora Mitchell, Librarian

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize supplemental budget transfer of \$2,388 from Contributions from Other Agencies (20670/46070) to ZIP Books (20670/524515) to cover receipt of unanticipated grant funds; approved by Auditor/Controller. Four/Fifths roll call vote

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**Recommendation:**

Approve and authorize supplemental budget transfer of \$2,388 from Contributions from Other Agencies (20670/46070) to ZIP Books (20670/524515) to cover receipt of unanticipated grant funds; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Background and Discussion:**

The Library received \$2,388 more than anticipated from our annual California State Library ZIP Books grant, for a total of \$17,388. We had budgeted for \$15,000 in ZIP funds for 24/25, so we are requesting an additional \$2,388 be added to our Contributions from Other Agencies revenue account, to then be transferred to the ZIP Books account.

Per grant terms, these funds are to be used exclusively for filling patron requests as part of the ZIP Books program. After patrons finish with items procured with ZIP funds, they are returned to the library and added to the collection.

**Action:**

Approve and authorize supplemental budget transfer of \$2,388 from Contributions from Other Agencies (20670/46070) to ZIP Books (20670/524515) to cover receipt of unanticipated grant funds; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Fiscal Impact:**

(General Fund Impact) this is an unbudgeted item.

**Attachments:**

1. SupplBudg\_ZIP\_11-25-24



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

A) We anticipated receiving \$15,000.00 for ZIP Book grant but were awarded \$17,388.00. Requesting to add additional amount to expense acct.

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_



☒ Approved/ Recommended

\_\_\_\_\_ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_



Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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

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

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

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



**PLUMAS COUNTY  
AUDITOR-CONTROLLER  
MEMORANDUM**

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

**FROM:** Martee Nieman, Auditor-Controller

**MEETING DATE:** December 3, 2024

**SUBJECT:** Informational Item regarding tax refund Request to seek the Board's formal approval of a prior year secured tax refund to be issued to NS Retail Holdings LLC. DBA Sierra Station #36 Squeeze Burger APN# 125-243-014-000. The refund is due to the assessor's clerical error reducing the value -12,724,092. The refund will be paid with interest of approximately \$4,331.25. The total before interest is \$133,072.79, interest to be included. \$4331.25 The total refund is \$137,404.04. The errors will be corrected in the 2024 Tax Roll and the unpaid bill will be decreased; discussion and possible action.

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**Recommendation:**

Informational Item regarding tax refund Request to seek the Board's formal approval of a prior year secured tax refund to be issued to NS Retail Holdings LLC. DBA Sierra Station #36 Squeeze Burger APN# 125-243-014-000. The refund is due to the assessor's clerical error reducing the value -12,724,092. The refund will be paid with interest of approximately \$4,331.25. The total before interest is \$133,072.79, interest to be included. \$4331.25 The total refund is \$137,404.04. The errors will be corrected in the 2024 Tax Roll and the unpaid bill will be decreased. I was unable to locate County Policy that gives the Auditor limitations on the amount of corrects/reductions that I am delegated to process. Since the dollar amount with interest is substantially higher than usual, I am bringing this to the board for discussion and possible action.

**Background and Discussion:**

This memo is presented to seek the board's formal approval of a prior year secured tax refund to be issued to NS Retail Holdings LLC. DBA Sierra Station #36 Squeeze Burger APN# 125-243-014-000. The refund is due to the assessor's clerical error reducing the value -12,724,092. The refund will be paid with interest of approximately \$4,331.25. The total before interest is \$133,072.79, interest to be included. \$4331.25 The total refund is \$137,404.04.

The errors will be corrected in the 2024 Tax Roll and the unpaid bill will be decreased. I was unable to locate County Policy that gives the Auditor limitations on the amount of corrects/reductions that I am delegated to process. Since the dollar amount with interest is substantially higher than usual.

**Action:**

Informational Item regarding tax refund Request to seek the Board's formal approval of a prior year secured tax refund to be issued to NS Retail Holdings LLC. DBA Sierra Station #36 Squeeze Burger APN# 125-243-014-000. The refund is due to the assessor's clerical error reducing the value -12,724,092. The refund will be paid with interest of approximately \$4,331.25. The total before interest is \$133,072.79, interest to be included. \$4331.25 The total refund is \$137,404.04. The errors will be corrected in the 2024 Tax Roll and the unpaid bill will be decreased. I was unable to locate County Policy that gives the Auditor limitations on the amount of corrects/reductions that I am delegated to process. Since the dollar amount with interest is substantially higher than usual, I am bringing this to the board for discussion and possible action.

**Fiscal Impact:**

General Fund Impact



**Attachments:**

1. 125243014 NS Retial Holding LLC



County of Plumas  
Roll Correction Change in Taxes  
NS Retail Holdings LLC  
As of 11/19/24 2024-25

APN 125-243-014

*Does not include Direct Charges - no change*

**Current Taxes Before Roll Correction**

1% Countywide  
PUSD School Bond A & B  
Total Ad Valorem Taxes

**Projected Taxes After Roll Correction**

1% Countywide  
PUSD School Bond A & B  
Total Ad Valorem Taxes

**Estimated Decrease/Refund**

1% Countywide  
PUSD School Bond A & B  
Total Ad Valorem Taxes

**Estimated Decrease/Refund**

Interest through 11/29/24

**Total Decrease/Refund through 11/29/24**

Additional interest 11/30-12/10

**Total Decrease/Refund through 12/10/24**

2024-25	2023-24	Total
158,608.72	157,900.68	316,509.40
11,285.00	10,539.86	21,824.86
169,893.72	168,440.54	338,334.26
31,367.80	33,154.68	64,522.48
2,231.80	2,213.07	4,444.87
33,599.60	35,367.75	68,967.35
(127,240.92)	(124,746.00)	(251,986.92)
(9,053.20)	(8,326.79)	(17,379.99)
<b>(136,294.12)</b>	<b>(133,072.79)</b>	<b>(269,366.91)</b>
None	(4,210.93)	(4,210.93)
	<b>(137,283.72)</b>	<b>(273,577.84)</b>
None	(120.32)	(120.32)
	<b>(137,404.04)</b>	<b>(273,698.16)</b>

*Note - 2024 taxes are not yet due and have not been paid. No interest*

County of Plumas  
ASSESSOR ROLL CORRECTION

Asmt 125-243-014-000	Tax Year 2023	R/C # A0797	Roll Type S	Fee Parcel 125-243-014-000	Originating Asmt 125-243-014-000
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R&T 1 4831	R&T 2 	<input type="checkbox"/> N Taxroll Asmt Only	<input checked="" type="checkbox"/> Y Value History
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	Roll Value	New Value	Sup From Net	Sup To Net		Supl Info
Land	510.000	510.000			<input checked="" type="checkbox"/> Y 10 % PP Penalty	Ev
Structure	13,852.620	1,378.020			<input type="checkbox"/> N Restricted	
Growing					<input type="checkbox"/> N Timber Preserve	
PP MH					<input checked="" type="checkbox"/> Y 5151 Interest	Own
Fixtures R/P					<input type="checkbox"/> N 506 Interest	
Fixtures	927.586	927.586				5
Personal Property	499.863	499.863				From 1
HOX						Nov 10, 202
Other Exemptions						
CODE		Net Change -12,474.600	Supl Change			

Owner NS RETAIL HOLDINGS LLC  
Mailing Address DBA SIERRA STATION #36/SQUEEZE BURGER  
2021 MCKINNEY AVE STE 1150  
DALLAS TX 75201-7632

Situs 309 E SIERRA AVE  
PORTOLA CA

Bill Comments  
CORRECT VALUE FOR 2023 - CLERICAL ERROR  
CORRECT VALUE FOR 2023 - CLERICAL ERROR

Tax Bill Days	0
R/C Date	Oct 30, 2024
Created By	CF

Appraiser	Initials	Date
Supv Appr	Initials	Date
Chief Appr	Initials	Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_

Asmt	TaxYear	R/C #	Roll Type	Fee Parcel	Orig Asmt
125-243-014-000	2023	A0797	S - Secured	125-243-014-000	125-243-014-000

R & T 1	4831	ASSESSORS ERROR	Desc / Situs	309 E SIERRA AVE
R & T 2			Bill Comments 1	CORRECT VALUE FOR 2023 - CLERICAL ERR
			Bill Comments 2	CORRECT VALUE FOR 2023 - CLERICAL ERR

For Escapes: ☐ Assessee Error ☐ Assessor Error

From TRA 001-001 New TRA 001-001

	ROLL VALUE	NEW VALUE
Land	510,000	510,000
Structure	13,852,620	1,378,020
Growing	0	0
PP MH	0	0
Fix R/P	0	0
Fixtures	927,586	927,586
PP	499,863	499,863
	0	0
	0	0
	0	0
HOX	0	0
Other Exempt.	0	0
Chg SubNum	NET CHANGE	-12,474,600

Do not  
change  
values (Y)es

Value Hist

Chg Asmt

Code

☒ Taxroll Asmt Only☒ Value History☒ 10 % PP Pen☐ Restricted☐ Timber Preserve

## Supl Info

Old Event Date	New Event Date
Ownership From Dates	Ownership Thru Dates

☒ 5151 Interest☐ 506 Interest☐ No Interest

From Date 1

From Date 2

Thru Date

11/10/2023

11/10/2023

11/03/2024

Esc Notice Date

R/C Enrolled Sent

Tax Bill Days

0

Print R/C Form

C

R/C Date

10/30/2024

Print R/C Ltr

C

Created By

CF

R/C Completed

C

1/1	Save F7	Cancel F8	Delete F9	R/C Index	Value Upd	Name/Addr	Notes	Preview	Done
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CRedford, 11/03/2024 6:14:00 PM

County of Plumas  
ASSESSOR ROLL CORRECTION

Asmt 125-243-014-000	Tax Year 2024	R/C # A0793	Roll Type S	Fee Parcel 125-243-014-000	Originating Asmt 125-243-014-000
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R&T 1 4831	R&T 2	<input type="checkbox"/> N Taxroll Asmt Only	<input type="checkbox"/> Y Value History
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	Roll Value	New Value	Sup From Net	Sup To Net		Supl Info
Land	520,200	520,200			<input type="checkbox"/> Y 10 % PP Penalty	Ev
Structure	14,129,672	1,405,580			<input type="checkbox"/> N Restricted	
Growing					<input type="checkbox"/> N Timber Preserve	
PP MH					<input type="checkbox"/> N 5151 Interest	Owne
Fixtures R/P					<input type="checkbox"/> N 506 Interest	
Fixtures	796,433	796,433				50
Personal Property	414,568	414,568				From 1
HOX						
Other Exemptions						
CODE	Net Change	-12,724,092	Supl Change		Tax Bill Days	0
Owner	NS RETAIL HOLDINGS LLC			R/C Date	Oct 30, 2024	
Mailing Address	DBA SIERRA STATION #36/SQUEEZE BURGER 2021 MCKINNEY AVE STE 1150 DALLAS TX 75201-7632			Created By	CF	
Situs	309 E SIERRA AVE PORTOLA CA			Appraiser	Initials	Date
Bill Comments	CORRECT VALUE FOR 2024 - CLERICAL ERROR CORRECT VALUE FOR 2024 - CLERICAL ERROR			Supv Appr	Initials	Date
				Chief Appr	Initials	Date

Assessor	Signature	Date	Auditor	Signature	Date	County Counsel
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Current 2024-25 tax bill



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Debra Lucero, County Administrative Officer  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** County Administrative Officer's Report

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**Recommendation:**

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**Background and Discussion:**

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**Action:**

.

**Fiscal Impact:**

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**Attachments:**

1. CAO Report October 2024

# PLUMAS COUNTY

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## CALIFORNIA Administrative Officer



**TO:** Honorable Chair and Board Supervisors

**FROM:** Debra Lucero, CAO

**MEETING DATE:** Nov. 5, 2024

**SUBJECT:** CAO Report 10/1/24 – 10/31/24

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### BUDGET PROCESS

We are preparing to launch OpenGov for the 2025-26 budget process. The first training for Department Heads and Finance Officers on the new OpenGov budgeting system occurred Wednesday, Oct. 9 from 10am-11:30am. The training was recorded. A second optional training occurred Oct. 17. A “sandbox” environment was set up so department heads and fiscal officers can “play” in the environment and learn how to manage the new budgeting system.

### VIEWPOINT PBS PROGRAM

**B-ROLL - October 4, 2024 – Day of the Shoot with Viewpoint Film Crew**

11am-Noon

#### DOWNTOWN QUINCY

- Courthouse/Dame Shirley/Museum
- Drunken Brush
- Main Street Gallery
- Plumas Arts
- Horses/Barn/American Valley/Q on the hill

1pm-2pm

#### BLAIRSDEN – HIGHWAY 70 TO RENO

- Two Rivers
- Graeagle – Lunch
- Mill Pond
- Brewing Lair

2:30pm

#### PORTOLA

- Entry shot at County Park looking to Train Museum
- Beckwourth Cabin
- Middle Fork of the Feather River
- Sierra Valley Nature Preserve

## VIEWPOINT LINKS, COLLATERAL MATERIAL, INTERVIEWS

Prepared by Debra Lucero, CAO

### LINKS

PLUMAS COUNTY facebook page - <https://www.facebook.com/profile.php?id=100064250516743>

[www.plumascounty.us](http://www.plumascounty.us) (County website)

FEATHER RIVER TOURISM ASSOCIATION - (soon to be known as Plumas County Tourism Association)

This site will most likely host the call to action landing page that can be linked to every other organization.

<https://plumascounty.org/get-outside/places-to-visit/>

### CHAMBERS OF COMMERCE IN PLUMAS COUNTY

Lake Almanor Area Chamber of Commerce

[https://www.lakealmanorarea.com/?fbclid=IwY2xjawFT4aZleHRuA2FlbQIxMAABHSR5ul0liutIkbMLMFy1g\\_LlDc6X-h5AZevMfgATMTwekAMhy629Mae4AQ\\_aem\\_P1b-eZ1Y636E5vress7dsg](https://www.lakealmanorarea.com/?fbclid=IwY2xjawFT4aZleHRuA2FlbQIxMAABHSR5ul0liutIkbMLMFy1g_LlDc6X-h5AZevMfgATMTwekAMhy629Mae4AQ_aem_P1b-eZ1Y636E5vress7dsg)

<https://www.facebook.com/lakealmanorarea>

Indian Valley Chamber of Commerce

<https://indianvalleychamber.org/>

<https://www.facebook.com/IVCoC>

Quincy Chamber of Commerce

<https://www.quincychamber.com/>

<https://www.facebook.com/QuincyCAChamberofCommerce>

Portola Visitors Center - <https://lostsierrachamber.org/>

<https://www.facebook.com/LostSierraChamber>

<https://www.cityofportola.com/visitor-s-center>

Graeagle - <https://www.graeagle.com/>

<https://www.facebook.com/groups/GraeagleCA>

### BUSINESS / NONPROFIT HIGHLIGHTS

Genesee Valley Ranch - <https://www.geneseevalleyranch.com/our-ranch>

Indian Valley Innovation Hub – <https://www.ivih.org/>

Made in Plumas - <https://www.ivih.org/made-in-plumas-county/product-makers>

- Elliptical Sunrise

[https://www.etsy.com/shop/EllipticalSunrise?load\\_webview=1&bid=IH\\_z3ifY\\_hHxUr5oMzrfArD23Ton&mibextid=unz460](https://www.etsy.com/shop/EllipticalSunrise?load_webview=1&bid=IH_z3ifY_hHxUr5oMzrfArD23Ton&mibextid=unz460)

- Lost Sierra Company

<https://thelostsierracompany.com/>

- Lost Sierra Food Project

<https://www.lostsierrafoodproject.org/>

- Meadow Valley Botanicals

<https://meadowvalleybotanicals.com/>

- Riley's Jerky

<https://rileysjerky.com/>

- Rose Island Cabinets

<https://www.roseislandcab.com/>

- Wild Pines Shop

<https://wildpinesshop.com/>

- Plumas Wood Fibre

<https://www.plumaswoodfiber.com/>

Lake Almanor Foundation - <https://almanorfoundation.org/our-story/>



Ag, Beef Industry - <http://www.plumassierracattlewomen.org/homepage.html>  
Feather River Food Co-op in Quincy and Portola – <https://featherriver.coop/>  
Lost Sierra Rec & Tech – [www.plumassierratelecom.com](http://www.plumassierratelecom.com)  
Pacific Gas & Electric Stairway of Power - <https://www.pge.com/en/about/pge-systems/hydroelectric-system.html>  
<https://www.pge.com/assets/pge/transcripts/stairway-of-power.pdf>  
Sierra Buttes Trail Stewardship - <https://sierratrails.org/>  
Sierra Pacific Industries – <https://www.spi-ind.com/>  
Sierra Institute – <https://sierrainstitute.us/>  
Taylorsville-Young's Market - <https://www.facebook.com/taylorsvilleyoungsmarket/>  
<https://www.yelp.com/biz/youngs-market-taylorsville>  
[https://www.tripadvisor.com/Restaurant\\_Review-g33160-d10810705-Reviews-Young\\_s\\_Market-Taylorsville\\_Plumas\\_County\\_California.html](https://www.tripadvisor.com/Restaurant_Review-g33160-d10810705-Reviews-Young_s_Market-Taylorsville_Plumas_County_California.html)  
[https://noehill.com/plumas/poi\\_youngs\\_market.asp](https://noehill.com/plumas/poi_youngs_market.asp)

## **NATURE & CONSERVATION**

Feather River Land Trust - <https://www.frlt.org/>  
Flora, Fauna, Animals, Insects of Plumas County - <https://www.inaturalist.org/places/plumas-county>  
Frazier Falls – [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd1093018.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd1093018.pdf)  
Feather River Resource Conservation District – <https://frrcd.org/>  
Friends of Plumas Wilderness – <https://plumaswilderness.org/about-us/who-we-are/>  
Plumas Lakes – Department of Water Resources Lakes - <https://water.ca.gov/What-We-Do/Recreation/Upper-Feather-River-Lakes>  
Plumas Audubon Society – [www.plumasaudubon.org](http://www.plumasaudubon.org)  
Rare and Unique Carnivorous Plants - <https://www.cnps.org/citizen-science/carnivorous-plants-in-meadows-and-fens-6749> - California Pitcher Plant  
Dixie Fire: Before and After - <https://mangomap.com/plumasgis/maps/124083/dixie-fire-before-and-after?preview=true#>

## **RECREATION**

Fishing - <https://plumascounty.org/get-outside/activities/fishing-in-northern-california/>  
<https://bamtrail.com/>  
<https://www.facebook.com/lakealmanorarea>  
Snowmobiling - <https://plumascounty.org/get-outside/activities/snowmobiling-in-northern-california/>  
Golfing - <https://plumascounty.org/get-outside/activities/golfing-northern-california/>  
Hiking – <https://plumascounty.org/get-outside/activities/hiking-in-plumas-county/>  
Biking – <https://plumascounty.org/get-outside/activities/cycling-in-northern-california/>  
Mountain Biking - <https://plumascounty.org/get-outside/activities/mountain-biking-in-northern-california/>  
Camping - <https://plumascounty.org/plan-your-visit/>  
<https://www.fs.usda.gov/activity/plumas/recreation/camping-cabins/?recid=11182&actid=29>  
Boating, Swimming, Paddleboarding - <https://dbw.parks.ca.gov/BoatingFacilities/County/Plumas>  
<https://www.fs.usda.gov/activity/plumas/recreation/wateractivities/?recid=11182&actid=78>  
<https://plumascounty.org/things-to-do/guides/best-lakes-in-northern-california/>  
Kayaking – <https://plumascounty.org/get-outside/activities/kayaking-and-rafting-in-northern-california/#:~:text=The%20kayaking%20and%20rafting%20season,and%20North%20Fork%20Feather%20Rivers>  
Skiing & Snowboarding - <https://plumascounty.org/get-outside/activities/downhill-skiing-and-snowboarding/>  
Mining - <https://plumascounty.org/get-outside/activities/gold-panning/>  
Hunting - <https://plumascounty.org/get-outside/activities/hunting-northern-california/>

## **SCENIC BYWAYS**

520 MAIN STREET • ROOM 309 • QUINCY, CA 95971-4111 • (530) 283-6446 • FAX (530) 283-6288

Highway 70 through the Feather River Canyon - <https://plumascounty.org/get-outside/places-to-visit/feather-river-canyon/>  
<https://sierranevadageotourism.org/entries/feather-river-scenic-byway-feather-river-canyon/85599630-230e-4b87-b012-794e43d25f63>  
<https://www.upstateca.com/account/feather-river-scenic-byway>  
Highway 89 and more in Plumas County - <https://plumascounty.org/blog/explore/scenic-byways/>

## ART

Plumas Arts in Quincy - <https://www.plumasarts.org/>  
<https://www.facebook.com/PlumasArtsCalifornia>  
Main Street Gallery, Quincy - <https://www.facebook.com/groups/mainstreetartistsgallery>  
Blue Goose Art Gallery, Chester –  
[https://bluegoosegallery.art/?fbclid=IwY2xjawFT4xxleHRuA2FlbQIxMAABHThOWEfOouTFliKPLgchqJ5CZ\\_jCackZIThBww63Y7Us7pyfz76gv4HKQ\\_aem\\_i-6epqokZuECmCpt6O\\_oIQ](https://bluegoosegallery.art/?fbclid=IwY2xjawFT4xxleHRuA2FlbQIxMAABHThOWEfOouTFliKPLgchqJ5CZ_jCackZIThBww63Y7Us7pyfz76gv4HKQ_aem_i-6epqokZuECmCpt6O_oIQ)  
<https://www.facebook.com/bluegoosegallery>  
Broken Stick Arts & Crafts, Portola - <https://www.facebook.com/brokenstickartsandcrafts/>

## FESTIVALS

High Sierra Music Festival - <https://www.highsierramusic.com/>  
Grebe Festival - <http://www.plumasaudubon.org/grebe-festival.html>  
Railroad Days - <https://www.portolairailroaddays.com/>  
Cowboy Poetry and Music Show- <https://www.graeagle.com/events/cowboy-poetry-and-music-show>  
Mountain to Meadows Trails Fest - <https://quincymountaintomeadows.com/>  
Mountain Harvest Beer Festival - <https://www.plumasarts.org/mountain-harvest-beer-festival.html>  
Feather River Festival (Kayaking) - <https://www.facebook.com/featherriver.fest/>  
[https://www.americanwhitewater.org/content/Wiki/aw:events\\_feather?fbclid=IwY2xjawFT91RleHRuA2FlbQIxMAABHZNPbQe3n0eKND9u\\_0OR6fvKv7kb6fb2Bt-J2-QHQ2Ik2PMXoRRY00Cd7g\\_aem\\_H9MpxfrA1dbv9zjYAwmuYg](https://www.americanwhitewater.org/content/Wiki/aw:events_feather?fbclid=IwY2xjawFT91RleHRuA2FlbQIxMAABHZNPbQe3n0eKND9u_0OR6fvKv7kb6fb2Bt-J2-QHQ2Ik2PMXoRRY00Cd7g_aem_H9MpxfrA1dbv9zjYAwmuYg)  
Taylorsville Silver Buckle Rodeo - <https://plumascounty.org/things-to-do/events/75th-annual-taylorsville-silver-buckle-rodeo/>  
Plumas County Fair - <https://plumascounty.org/things-to-do/events/plumas-sierra-county-fair/>

## HISTORIC / CULTURAL RESOURCES

Mountain Maidu - <https://www.plumasmuseum.org/maiduhist.html>  
<https://plumascounty.org/mountain-maidu-2/>  
Cultural Resources Listed -  
[https://www.plumascounty.us/DocumentCenter/View/9357/412\\_Cultural\\_Resources\\_SC?bidId=](https://www.plumascounty.us/DocumentCenter/View/9357/412_Cultural_Resources_SC?bidId=)  
Plumas County Courthouse - [https://noehill.com/plumas/poi\\_plumas\\_county\\_courthouse.asp](https://noehill.com/plumas/poi_plumas_county_courthouse.asp)  
<https://www.cschs.org/history/california-county-courthouses-alphabetical/plumas-county/>  
Western Pacific Railroad Museum at Portola -  
[https://www.wplives.org/?fbclid=IwY2xjawFT5IxleHRuA2FlbQIxMAABHHee929j3-qnaEFdDwFcIqJXDeBIOTi13OyiV4OPRW-7bR\\_UfSPjAknPn0w\\_aem\\_MsVZXuoT1jHZcV96wySXhA](https://www.wplives.org/?fbclid=IwY2xjawFT5IxleHRuA2FlbQIxMAABHHee929j3-qnaEFdDwFcIqJXDeBIOTi13OyiV4OPRW-7bR_UfSPjAknPn0w_aem_MsVZXuoT1jHZcV96wySXhA)  
<https://www.facebook.com/WPRRM>  
Beckwourth Cabin - <https://www.cityofportola.com/jim-beckwourth-museum>  
[https://www.nps.gov/parkhistory/online\\_books/5views/5views2h10.htm](https://www.nps.gov/parkhistory/online_books/5views/5views2h10.htm)  
<https://lostsierrachamber.org/jim-beckwourth-museum/>  
Plumas Eureka State Park - <https://plumascounty.org/get-outside/places-to-visit/plumas-eureka-state-park/>  
[https://www.parks.ca.gov/?page\\_id=507](https://www.parks.ca.gov/?page_id=507)  
9 Best Museums to Visit in Plumas County - <https://plumascounty.org/things-to-do/guides/best-museums-in-plumas-county/>

## **UNIQUE STORIES**

Lilly Baker, Maidu Basket Maker -

<https://static1.squarespace.com/static/5693c8c425981daa9801282f/t/56a78a225a5668e7cc622682/1453820453865/The-Maidu-Baskets-of-Lilly-Baker.pdf>

James Beckwourth – <https://www.beckwourth.org/Biography/>

Rich Bar and Dame Shirley - <https://ohp.parks.ca.gov/ListedResources/Detail/337>

<https://sierranevadageotourism.org/entries/rich-bar-no337-california-historical-landmark/2043aad4-84b9-4b20-b097-d51de8afb693>

Frazier Falls – a mini undiscovered Yosemite-like falls without the crush of people

<https://www.facebook.com/profile/1039094259/search/?q=frazier%20falls>

Big Foot is Alive and Well in Plumas County -

[https://www.bfro.net/GDB/show\\_county\\_reports.asp?state=CA&county=Plumas](https://www.bfro.net/GDB/show_county_reports.asp?state=CA&county=Plumas)

Historic Black Mountain Lookout – Recreation Rental offered by the USDA Forest Service -

[https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd572983.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd572983.pdf)

Feather River Watershed Supplying 27 million Californians with Water and 750 thousand acres of ag land -

<https://www.americanrivers.org/river/feather-river/>

Wolf Packs Return to Plumas County & Biodiversity - [https://biologicaldiversity.org/w/news/press-](https://biologicaldiversity.org/w/news/press-releases/new-wolf-pack-confirmed-in-californias-plumas-county-2021-06-23/?gad_source=1&gclid=Cj0KCQjwi5q3BhCiARIsAJCfuZmG4kUJqfSX8eaNbyIU6Qvcas81ufWGdLkuW6cZL3YUXvS9sKuBAvsaAqItEALw_wcB)

[releases/new-wolf-pack-confirmed-in-californias-plumas-county-2021-06-](https://biologicaldiversity.org/w/news/press-releases/new-wolf-pack-confirmed-in-californias-plumas-county-2021-06-23/?gad_source=1&gclid=Cj0KCQjwi5q3BhCiARIsAJCfuZmG4kUJqfSX8eaNbyIU6Qvcas81ufWGdLkuW6cZL3YUXvS9sKuBAvsaAqItEALw_wcB)

[23/?gad\\_source=1&gclid=Cj0KCQjwi5q3BhCiARIsAJCfuZmG4kUJqfSX8eaNbyIU6Qvcas81ufWGdLkuW6cZL3YUXvS9sKuBAvsaAqItEALw\\_wcB](https://biologicaldiversity.org/w/news/press-releases/new-wolf-pack-confirmed-in-californias-plumas-county-2021-06-23/?gad_source=1&gclid=Cj0KCQjwi5q3BhCiARIsAJCfuZmG4kUJqfSX8eaNbyIU6Qvcas81ufWGdLkuW6cZL3YUXvS9sKuBAvsaAqItEALw_wcB)

Wolf Packs Return & Danger to Livestock - [https://plumassun.org/2024/07/10/wolves-are-focus-of-ad-hoc-](https://plumassun.org/2024/07/10/wolves-are-focus-of-ad-hoc-committee/)

[committee/](https://plumassun.org/2024/07/10/wolves-are-focus-of-ad-hoc-committee/)  
[https://www.wlj.net/top\\_headlines/ca-wolf-numbers-depredations-rise/article\\_dd22346a-71db-11ef-b507-a3a5459bd42c.html](https://www.wlj.net/top_headlines/ca-wolf-numbers-depredations-rise/article_dd22346a-71db-11ef-b507-a3a5459bd42c.html)

The Little Dozer That Did by Ken Donnell – locally written story about a dozer that saved a local ranch during the Dixie Fire of 2021.

<https://www.youtube.com/watch?v=HeuN3LWDZOM>

## **COLLATERAL MATERIALS BEING SENT OVERNIGHT**

### **BROCHURES**

Feather River College Brochure, fliers

Tobin Resort Feather River Byway Map

Northern California Scenic Routes Byway Map – Highways 70, 89, 36, 49, 395

Pacific Crest Trail Map

Northern California's Back Country Roads – [www.backcountryroads.com](http://www.backcountryroads.com)

Downieville & Lakes Basin Trail Guide – [www.sierratrails.org](http://www.sierratrails.org)

National Geographic Sierra Nevada Map – [www.sierranevadageotourism.org](http://www.sierranevadageotourism.org)

Back Country Discovery Trail – Plumas National Forest

Indian Valley, Plumas County, CA (before Dixie Fire)

Indian Valley Museum & Mineral Room

Quincy Barn Quilt Project

Nakoma Resort Flier “somewhere between peaks & pampering” – [www.nakomaresort.com](http://www.nakomaresort.com)

Nakoma Resort Flier “somewhere between birdies & eagles” – [www.nakomaresort.com](http://www.nakomaresort.com)

Graeagle – [www.playgraeagle.com](http://www.playgraeagle.com)

Chester-Lake Almanor Basin -

[https://www.lakealmanorarea.com/?fbclid=IwY2xjawFT4aZleHRuA2FlbQIxMAABHSR5ul0liutlkbMLMFy1g\\_LlDc6X-h5AZevMfgATMTwekAMhy629Mae4AQ\\_aem\\_P1b-eZ1Y636E5vress7dsg](https://www.lakealmanorarea.com/?fbclid=IwY2xjawFT4aZleHRuA2FlbQIxMAABHSR5ul0liutlkbMLMFy1g_LlDc6X-h5AZevMfgATMTwekAMhy629Mae4AQ_aem_P1b-eZ1Y636E5vress7dsg)

Sierra Valley Preserve – Spring-Summer Field Guide

USDA Plumas National Forest Wildlife Guide

Mining Plumas National Forest  
Equestrian Recreation Beckwourth Ranger District Plumas National Forest  
Historic Black Mountain Lookout  
Universally Accessible Facilities – Plumas National Forest  
Floating the Feather River – Plumas National Forest  
Driving Your Motorized Vehicles on the Plumas National forest  
Lakes Basin Recreation Area Map  
Awesome Autumn – Time for a road trip to Plumas County  
Lake Almanor: Sharing the Lake – fascinating grebes make for a lake like few others  
Plumas County's 7 Wonders of the Railroad World  
Western Pacific Feather River Route: Experience Hands-On History  
Portola: Gateway to the Northern Sierra Nevada and Feather River Country  
Discover Your Dreams! In Beautiful Portola  
Grizzly Ranch – [www.grizzlyranchliving.com](http://www.grizzlyranchliving.com)  
Plumas County Backcountry Drives – Beckwourth-Antelope Lake/Indian Valley Route  
Plumas County Backcountry Drives – Humboldt Summit/Humboldt Valley Loop  
Plumas County Backcountry Drives – Indian Valley/Antelope Lake Loop  
Plumas County Backcountry Drives – Quincy/LaPorte/Johnsville Route  
Hiking Guide: A guide to selected trails in Plumas County  
Mountain Bike Guide: A guide to selected trails in Plumas County  
Winter Activities in Plumas County Northeastern CA  
Mountain Bike Guide: Eastern Plumas & Lakes Basin Area  
White Sulphur Springs Ranch – Ranch membership application  
Plumas Eureka State Park Cross Country and Snowshoe Trail Map  
Lost Sierra Recreation Guide: A guide to outdoor adventure in the Lost Sierra  
Discover the Los Sierra – [www.discoverthelostsierra.com](http://www.discoverthelostsierra.com)  
Clio's Rivers Edge RV Park - [www.riversedgervpark.net](http://www.riversedgervpark.net)  
Lost Sierra Rec & Tech – [www.plumassierratelecom.com](http://www.plumassierratelecom.com)  
Welcome to The Lost Sierra Ranch – [www.thelostsierraranch.com](http://www.thelostsierraranch.com)  
Historic Crocker Guard Station - [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd573008.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd573008.pdf)  
Horse Adventures – [www.reidhorse.com](http://www.reidhorse.com)  
Quincy Heritage Walk - <https://plumascounty.org/wp-content/uploads/2022/08/QUINCY-WALKING-TOUR.pdf>  
History of the Beckwourth Trail  
A Driving Tour: The Historic American Valley  
Plumas County Museum – [www.plumasmuseum.org](http://www.plumasmuseum.org)  
Trails West Incorporated: Discover the Emigrant Trails to California – [www.emigranttrails.org](http://www.emigranttrails.org)  
Oregon-California Trails Association – California-Nevada Chapter – [www.canvoca.org](http://www.canvoca.org)  
Welcome to the 1878 Coburn-Variel Home - [www.plumasmuseum.org](http://www.plumasmuseum.org)  
Museums of the Feather River Country

## **BOOKLETS**

The Little Dozer that Did  
La Pequena topadora que lo hizo

## **MAGAZINES**

2024-2025 Plumas County Maps  
Plumas County Living with Fire  
2024-2025 Plumas County Visitors Guide  
High Country Life: September 2024

## BOOKS

Big Meadows and Lake Almanor – Images of America series  
Plumas County: History of the Feather River Region  
Quincy – Images of America series  
Indian Valley – Images of America series

## DVD

Restoring Nature's Reservoirs Mountain Meadows in the Feather River Watershed  
<https://www.yesmagazine.org/issue/water-solutions/2010/05/28/restoring-californias-wild-watersheds>  
<https://www.frlt.org/blog/mountain-meadows-reservoir-conservation-story/>

## ONLINE YOUTUBE VIDEOS

The Upper Feather River Watershed - <https://youtu.be/XeqQnfOVT14?si=DVdFPBPz4uplabJg>  
The Feather River CRM: 20 Years of Watershed Restoration: <https://vimeo.com/14296851>  
Bartell's Backroads: Once known for miners, and lumber, Quincy inspires art while surrounded by the beauty of the Sierra - <https://youtu.be/nsvL-ZmmjtI?si=IZ59oLm0Mj1AZAMV>  
Plumas County – Seven lakes Hike - <https://youtu.be/uozyOT4treQ?si=UPbdyWIfCgUV8tmG>  
Into the Feather River Canyon - [https://youtu.be/gAAhWCjRkcc?si=-T7hQ3\\_fQ0uJ0ZyJ](https://youtu.be/gAAhWCjRkcc?si=-T7hQ3_fQ0uJ0ZyJ)  
Feather River College Preview - [https://youtu.be/ggORMVFJz\\_0?si=Is-EPfAeuJHpNz7I](https://youtu.be/ggORMVFJz_0?si=Is-EPfAeuJHpNz7I)  
The Beautiful Feather River Highway 70 - <https://youtu.be/DLO8cmKtZFs?si=aAET-a5jAzNmkStm>  
Visit Lake Almanor - <https://youtu.be/jSF0k0JziA4?si=-ijKf5Esvit90Wy3>  
Lake Almanor & Chester How they used to be - <https://youtu.be/Zb49LJZ7xQM?si=EJR8C1M49IdhCmc->  
Save Olsen Barn and Meadow - [https://youtu.be/KoKcfx4O6DA?si=2RMAyOR7cR-\\_fmzl](https://youtu.be/KoKcfx4O6DA?si=2RMAyOR7cR-_fmzl)  
Fire Devastates Greenville, CA - <https://youtu.be/ynFgQSbW2I4?si=wEBpnqGaUcxzkBFU>

## POTENTIAL INTERVIEWS

Trina Cunningham, local Mountain Maidu  
Clint Koble, Small Business Administration, Innovation Hub

## HISTORICAL ARTICLES

<https://plumassun.org/2024/05/17/plumas-past-ranching-in-plumas-county-part-1/>  
<https://plumassun.org/2024/05/24/plumas-past-ranching-in-plumas-county-part-two/>  
<https://plumassun.org/2024/05/31/plumas-past-ranching-in-plumas-county-part-3/>  
<https://plumassun.org/2024/06/07/plumas-past-ranching-in-plumas-county-part-4/>  
<https://plumassun.org/2024/07/26/plumas-past-12-plumas-county-firsts/>  
<https://plumassun.org/2024/09/23/plumas-past-courthouses-of-plumas-county/>

## GRANTS MANAGER

- Attended:
  - Chamber coalition meeting
  - OpenGov prep meetings
  - OpenGov Training
  - Long Term Recovery Plan for 2021 Wildfires working meeting
- Assisted with Viewpoint filming and planning
- Hosted Rural Community Assistance Building Rural Economies Program leads for a site visit and introduction to Plumas County and work on the Recreation Economy for Rural Communities Plan and Teams
- OHV trails update to BOS
- Received and processed Opioid funds

- OHV workload transition meeting with Sierra Buttes Trail Stewardship

## **RISK MANAGEMENT**

- 20k Lives presentation
- Meeting with Project Camp regarding children in an emergency
- Fire safe council board meeting and general meeting
- AAR Gold Complex
- LISTO's Disaster Ready Summit – Redding
- Met with new Cal OES lead
- EAP Seminar for Upper Feather River Dams
- DWR Media Briefing
- LAFFCO meeting
- PCMC
- Hazzard Mitigation review of consultants
- Executive Committee Trindel
- Ergonomic evaluations

## **CAL-OES UPDATE**

10/1 – Review Multi-Jurisdictional Hazard Mitigation Proposals– reviewed/scored  
 10/2 – Review Multi-Jurisdictional Hazard Mitigation Proposals– reviewed/scored  
 10/3 – Review Multi-Jurisdictional Hazard Mitigation Proposals– reviewed/scored  
 10/4 – Review Multi-Jurisdictional Hazard Mitigation Proposals– reviewed/scored  
 10/7 – Progress report Multi-Jurisdictional Hazard Mitigation; EMPG progress report  
 10/8 - Multi-Jurisdictional Hazard Mitigation reference calls; scheduled interviews  
 10/9 - Multi-Jurisdictional Hazard Mitigation scheduled interviews; Decontamination drill at PDH  
 10/10 – Fire Safe Council Board Meeting; NWS Briefing; 2 interviews for Multi-Jurisdictional Hazard Mitigation Plan  
 10/11 – 3 Interviews; Data input DSW; Disaster Council Preparation  
 10/15 – Winner of proposal announced; notified those who were not picked; Potential PSPS end of week; reviewed PSPS Plan; notified partners  
 10/16 – Developed Power Outage brochure; monitored PSPS event; participated in Liberty's PSPS overview; Cal OES hosted a hotwash; Dixie Fire Collaborative meeting  
 10/17 – Monitored PSPS; Conducted Great American Shakeout Drill within my building; participated in the California Mass Care TTX  
 10/18 – Attended Recovery Meetings; monitored PSPS  
 10/21 - Multi-Jurisdictional Hazard Mitigation Agreement Draft; Disaster Council agenda/backup  
 10/22 – EMPG Application Webinar; submitted report on DR 4610;  
 10/23 – Disaster Council; Cal EOC360 webinar  
 10/24 – Disaster Council Minutes drafted  
 10/25 – Finalized Memo for BOS Meeting; worked on Power Outage brochure  
 10/28 – Closeout meeting on DR4308  
 10/29 – Working on DR4308 & 4301  
 10/30 – DR 4610 Recovery Meeting  
 10/31 – Working on DR4308 & 4301

## **OTHER CAO MEETINGS/ACTIVITIES**

10/1 – BOS Agenda Review  
 10/1 – BOS Meeting  
 10/3 – MRG Weekly Check-In



10/3 – Budget Wrap Meeting w/CLA  
 10/3 – ClientFirst Insurance Tables Update  
 10/3 – ClientFirst Project Status Update  
 10/3 – RCRC Wrap of Legislative Session  
 10/4 – Viewpoint Shoot in Plumas County  
 10/6 – Travel to Sacramento for CARE Court Pre-Launch Meeting  
 10/7 – CARE Court Pre-Launch Meeting  
 10/8 – BOS Agenda Review  
 10/8 – BOS Meeting  
 10/8 – Engie Processing of Payments Meeting (AC,TT,FS, Admin)  
 10/9 – Dispatch/Undersheriff  
 10/9 – Shared Costs/State Surplus Property  
 10/9 – PUSD meeting on rescinding increases in fee schedule  
 10/10 – MRG Weekly check-in  
 10/10 – Assessor/Chief Assessor/HR  
 10/10 – Nor-Cal EMS Transition Meeting  
 10/10 – Plumas Labor Pre-Meeting – MRG/LCW  
 10/15 – PCDC Meeting  
 10/15 – BOS Meeting  
 10/16-10/18 – LAFCO Conference (attending on behalf of Supervisor McGowan)  
 10/17 – Trindel Special Meeting  
 10/21 – Pre-LAFCO meeting  
 10/21 – LAFCO meeting  
 10/21 – Plumas Labor Discussion  
 10/21 – Grievance Committee  
 10/21 – Clint K., Mark P.  
 10/21 – One-on-one: Public Health  
 10/21 – One-on-one: Planning  
 10/22 – One-on-one: County Fair  
 10/22 – Social Services meeting  
 10/22-10/25 – Fly to CA Association of County Executives (CACE) Conference

Good ideas out of this conference

1. Public Information Office – we don't have a clearing house for important messaging
2. Newsletter after BOS meetings explaining outcomes
3. PlumasCo News – links to important decisions
4. Videos by subject matter experts in the County on various topics, i.e., land-use, BH, SS, Planning, Assessments, etc.
5. Government affairs liaison, tied into all legislators who reaches out to Depts. And BOS members
6. Monthly Department Head meetings on TEAMS – in person every other month
7. One-on-one meetings with Department Heads
8. Trust, culture and empowerment
9. Coffee with the CAO – ask whatever they want for new staff
10. Speak to every new hire group with a Q&A at the end.
11. Webinar on budget – priorities.

10/28 – OpenGov Project Management Meeting  
 10/28 – Cell phones/Housing w/Clint K.  
 10/28 – Grievance In-Take  
 10/29 – Agenda Review  
 10/29 – HR Meeting



10/29 – New Social Services Director  
10/30 – UCD and Plumas County - Consultation Services Agreement Discussion  
10/31 – Grand Jury Interview

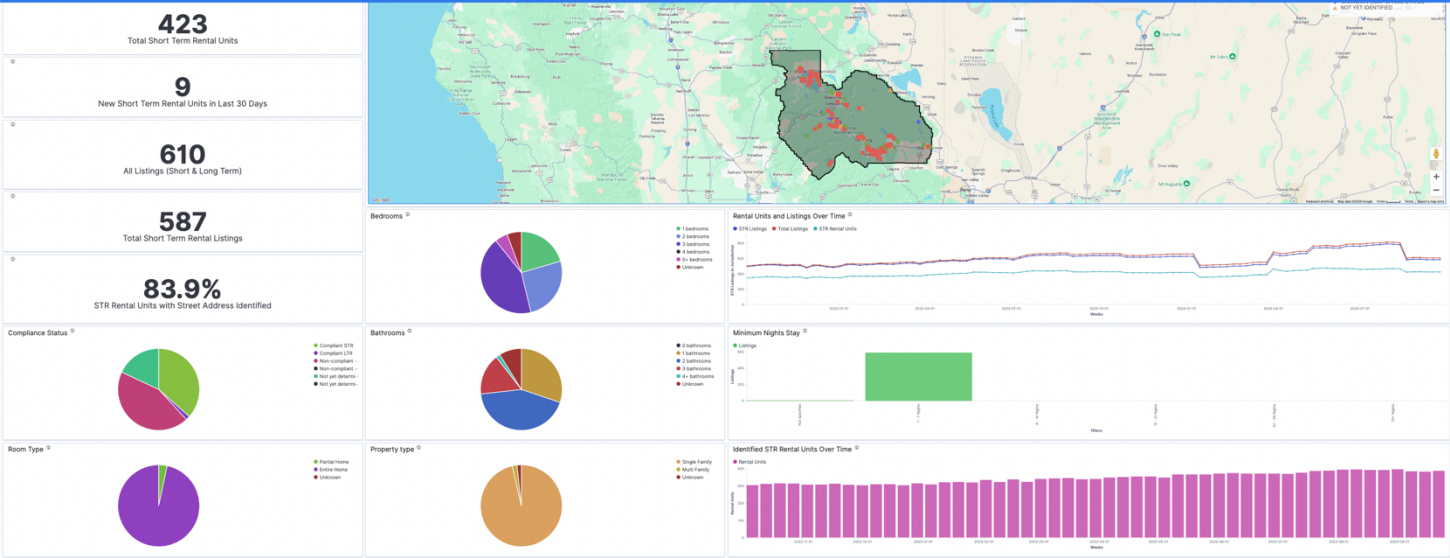
**TRANSIENT OCCUPANCY TAX (TOT) REPORT**

Granicus generated the following reports:  
September 2, 2024 so it can be compared to this month’s October 2, 2024 report.

**OCTOBER 2, 2024**

Monthly status report	
Report for Plumas County, CA (Plumas County, CA) generated on October 2, 2024.	
423	Properties in or near Plumas County, CA
355	Properties in or near Plumas County, CA with address identified
157	Compliant Short Term Rentals
189	Non-compliant properties
77	Properties with unknown compliance
214	Properties that have received letters since first mailing
121	Properties that have received letters and are now compliant
93	Properties that have received letters but are still non-compliant

OCTOBER 2024





**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Debra Lucero, County Administrative Officer  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** **PRESENTATION:** Receive a presentation from OpenGov on a preview of the Fiscal Year 2025-2026 Plumas County online budget book.

---

**Recommendation:**

**PRESENTATION:** Receive a presentation from OpenGov on a preview of the Fiscal Year 2025-2026 Plumas County online budget book.

**Background and Discussion:**

Plumas County has been collaborating with OpenGov over the past 10 months to develop an online budget book, aiming to enhance public accessibility to financial information. This initiative aligns with the county's efforts to modernize its budgeting process and improve transparency.

**Action:**

N/A

**Fiscal Impact:**

None. This project has already been paid for in FY23/24.

**Attachments:**

None



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

---

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

**FROM:** Debra Lucero, County Administrative Officer

**MEETING DATE:** December 3, 2024

**SUBJECT:** Approve and authorize the County Administrative Office to schedule employee #100929 to a four ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action.

---

**Recommendation:**

Approve and authorize the County Administrative Office to schedule employee #100929 to a four ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05.

**Background and Discussion:**

Pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four ten-hour days or alternative schedules, such as four nine-hour days and one four-hour day.

Employee #100929 has requested to work a four-day work week at ten hours per day. The employee is aware that if a holiday falls on a day that they work more than eight (8) hours, the holiday pay will not exceed eight (8) hours. Additionally, the employee is aware that if a holiday falls on their scheduled day off, they will need to take the holiday during that work week. The Department Head or their designee will work with the employee to ensure that holiday time is appropriately managed so as to comply with Personnel Rule 7.01, discouraging overtime.

**Action:**

Approve and authorize the County Administrative Office to schedule employee #100929 to a four ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05

**Fiscal Impact:**

none

**Attachments:**

None



**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** December 3, 2024

**SUBJECT:** **TITLE III - SECURE RURAL SCHOOLS APPLICATION FOR FUNDING**  
**PUBLIC HEARING:** Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on August 13, 2024; for 2023-2024 Secure Rural Schools Title III funding; discussion and possible action. **Four/fifths roll call vote.**

1. Plumas County Search and Rescue Building Enhancement Project (\$200,000.00)
2. Plumas County Sheriff Search and Rescue Reimbursement Project (\$58,980.00)

**Recommendation:**

**TITLE III - SECURE RURAL SCHOOLS APPLICATION FOR FUNDING**

**PUBLIC HEARING:** Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on August 13, 2024; for 2023-2024 Secure Rural Schools Title III funding; discussion and possible action. **Four/fifths roll call vote.**

1. Plumas County Search and Rescue Building Enhancement Project (\$200,000.00)
2. Plumas County Sheriff Search and Rescue Reimbursement Project (\$58,980.00)

**Background and Discussion:**

.

**Action:**

**TITLE III - SECURE RURAL SCHOOLS APPLICATION FOR FUNDING**

**PUBLIC HEARING:** Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on August 13, 2024; for 2023-2024 Secure Rural Schools Title III funding; discussion and possible action. **Four/fifths roll call vote.**

1. Plumas County Search and Rescue Building Enhancement Project (\$200,000.00)
2. Plumas County Sheriff Search and Rescue Reimbursement Project (\$58,980.00)

**Fiscal Impact:**

.

**Attachments:**

1. Plumas County Search & Rescue Building Enhancement Project
2. Plumas County Sheriffs Office Search and Rescue Reimbursement Project
3. Title III Deposit Permit
4. Title III Public Hearing Notice

**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

<b>1.</b>	<b>Project Title:</b> Plumas Co. Search and Rescue Building Enhancement Project	
	<b>Group Submitting Project:</b> Plumas Co. Search and Rescue	
	<b>Requested Grant Amount:</b> \$200,000	<b>Funding Period:</b> 2023-2026
		<b>Contact Name:</b> Mike Grant
		<b>Address:</b> 1400 E Main St Quincy, CA
		<b>Phone:</b> 530-283-7440
<b>E-Mail:</b> mgrant@pcso.net		

**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

- 2. Project Summary** Plumas County Search and Rescue (SAR) makes up the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land, or related to USFS lands such as fires and subsequent evacuations. The Plumas County Sheriff's Office Dispatch Center coordinates response to these calls with all agencies, within and outside of Plumas County. SAR typically responds to 60-100 calls for service each year and has acquired many pieces of specialized equipment to help with their mission.

For many years SAR has struggled with developing a base of operations that would allow coordination, planning and execution of SAR missions, secure storage of vehicles and equipment along with a training location. SAR has received a significant amount of funding from PG&E which is all allocated toward the purchase of a piece of property and the construction of a 5,000 (+/-) facility to meet the team's needs as mentioned. SAR is currently in negotiations for the needed property and hopes to move forward with the construction soon after it is acquired.

Currently almost all SAR related equipment is stored at members' homes or in a small facility at the Plumas County Fairgrounds that SAR built in 1982. While this is not optimal, it is all that is available to assure the team is ready to respond to calls for service as they come up. These available facilities do not have spaces for planning and coordination of SAR missions which, at times, creates a gap in SAR efforts. In the past, SAR missions were many times run from the field, literally from the hood of a truck. Positive changes in technology and coordination of outside resources require a space for planning and resource management and the days of doing most of this work in the field are behind us, making a permanent base of operations all that more important.

This application seeks funds to provide the needed funding, above what is currently available, to make sure the planned SAR base of operations meets current and future needs for mission planning, execution and logistical support while providing for safe and secure storage of vehicles and equipment funded independently or by use of previous Title III applications.



**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

<b>3.</b>	<p><b>How does the project address the activities authorized by Title III? Check all that apply:</b></p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p><b>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Plumas County Search and Rescue, while working under the authority of the Sheriff's Office, provides the services necessary for the Sheriff's Office to meet these responsibilities. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</b></p> <p><b>The County has previously approved funding of communication related capital projects that increase the effectiveness of SAR efforts with better communications and enhancing the safety of SAR personnel within the scope of the authorized use of Title III funds. The benefits this project will bring to SAR safety, security, planning efforts and field operations is in line with the same justification used for previous capitol project approvals making this project suitable for Title III funding through the current application process.</b></p>

**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

4. **Project Workplan:** SAR will be purchasing one of two parcels currently under consideration and constructing a building shell with resources outside of Title III funding. Title III funds will be used to enhance the structure from an planning, operational and security standpoint to assure it meets the needs of the organization now and into the future. Once the basic building is up (est. late summer 2025) the interior enhancements using Title III funds will begin and should be completed in 3 months (est. mid-fall 2025). Plumas County Search and Rescue is a 501(c)(3) non-profit corporation and uses established financial tracking mechanisms consistent with Title III needs.

The utilization of these funds will allow SAR to complete the planned building project with the enhancements required for the modern approach in search and rescue planning and operations as well as providing a secure storage space for equipment, much of which was purchased via Title III funds. Without these funds it will be very difficult to impossible to bring the needed enhancements and thus the efforts of the organization may suffer.

**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

**5 Project Budget:**

<b>Building Enhancement</b>	<b>\$200,000</b>
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**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

<b>1.</b>	<b>Project Title:</b> <b>Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project</b>	
	<b>Group Submitting Project:</b> Plumas Co. Sheriff's Office	
	<b>Requested Grant Amount:</b> \$58,979.55	<b>Funding Period:</b> 2023-2026
		<b>Contact Name:</b> U/S Chad Hermann
		<b>Address:</b> 1400 E Main St Quincy, CA
		<b>Phone:</b> 530-283-6390
		<b>E-Mail:</b> chermann@pcso.net
<b>2.</b>	<p><b>Project Summary</b> The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinated response to these calls with all agencies, within and outside of Plumas County.</p> <p>With current economic issues, many times available personnel to handle these calls are lacking and the missions are not staffed adequately without depleting overtime funding. In addition, there are other, non-salary related costs involved in these responses, such as vehicle and equipment repair or replacement, that are otherwise not specifically funded. The costs of SAR operations would tax the existing budget and threaten general law enforcement service responses. The Sheriff's Office is seeking these funds to adequately respond to SAR related calls on federal land with enough staff and proper equipment to handle the mission along with providing related maintenance needs and equipment replacement, if needed. This provides the best service possible with available resources for the residents and visitors to Plumas County in a timely and professional manner during these emergencies.</p>	

**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

**3. How does the project address the activities authorized by Title III? Check all that apply:**

☐ I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

☒ II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

☐ III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

**Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center. The Sheriff's Office is seeking reimbursement for actual expenses incurred during the SAR calls on USFS lands, as well as other related emergency responses, which include wildfire evacuations. This includes wages and benefits for those involved Sheriff's employees, mileage, fuel, repair or replacement of equipment damaged or destroyed, and training of department personnel.**

**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to cover salaries and benefits of Sheriff Office employee's involved in the dispatch, and response to SAR and other related emergency calls on federal lands. The funds will also be used to reimburse actual expenses incurred in these missions as they relate to vehicle repair, replacement, fuel, incidental expenses and repairing or replacing damaged or destroyed SAR equipment.

The utilization of these funds allows the Sheriff's Office to staff and support missions effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

**2023-2024 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

**5 Project Budget:**

<b>Salaries and benefits</b>	<b>\$32,500.00</b>
<b>Equipment repair and replacement</b>	<b>\$13,979.55</b>
<b>Vehicle Repair, Maintenance and Fuel</b>	<b><u>\$12,500.00</u></b>
<b>Total</b>	<b>\$58,979.55</b>



State Controller's Office

Remittance Advice

United States Forest Reserve

Claim Schedule: 2300383A

Issue Date: May 10, 2024

Fiscal Year: 2023-2024

Collection Period: October 01, 2022 - September 30, 2023

Description: Government Code sections 29480 - 29484. Allocation of Federal Forest Reserve Receipts pursuant to the Secure Rural Schools (SRS) Act that was reauthorized by P.L. 117-58 for fiscal years 2021 through 2023.

For assistance, please call Kae Saeteurn at 916-252-6221 or at [KSaeteurn@sco.ca.gov](mailto:KSaeteurn@sco.ca.gov).

County	25% Percent Payment Amount	Title I Amount	Title III Amount	US Federal 5.7% Sequestration Rate	Payment Amount	Year to Date
Plumas County Treasurer	\$0.00	\$3,144,751.77	\$258,979.55	-\$194,012.69	\$3,209,718.63	\$3,209,718.63

## COUNTY OF PLUMAS, STATE OF CALIFORNIA



# STATE OF CALIFORNIA

DIRECT DEPOSIT ADVICE  
99880168

## DIRECT DEPOSIT ADVICE

The amount printed on the face of this advice was transmitted to an account  
at bank 122235821 from the APS PAYMENT FUND

880168  
PLUMAS COUNTY TREASURER  
PO BOX 176  
QUINCY CA 95971

05/10/24

DOLLARS CENTS  
\$\*3209718.63

NOT NEGOTIABLE

188

PAYEE IDENTIFICATION  
NUMBER(S)

When changing accounts or financial institutions, notify your retirement system or agency  
accounting office immediately. Do not close your old account until you have received your  
last payment to your new account.



MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

RECEIVED  
MAY 13 2024  
PLUMAS COUNTY  
TREASURER

And  
D.D.

PAYMENT FOR US FOREST RESERVE

FOR PROPERTY TAX POSTPONEMENT (PTP) PAYMENTS,  
CALL 800-952-5661, FOR ALL OTHER PAYMENTS,  
PLEASE VISIT [HTTP://WWW.SCO.CA.GOV/ARD\\_CURRENT\\_PAYMENTS.HTML](http://WWW.SCO.CA.GOV/ARD_CURRENT_PAYMENTS.HTML).

2023-2024 SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 (SRS): TITLE III  
On December 3, 2024 at 10:00 a.m. in the Chambers of the Plumas County Board of Supervisors, located at 520 Main St., Room 308 Quincy, CA, the Plumas County Board of Supervisors will finalize its approval of the following projects tentatively approved on August 13, 2024.

<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>
Plumas County	II	\$200,000.00
Search & Rescue Building Enhancement Project		
Plumas County Sheriff	II	\$58,980.00
Search & Rescue Reimbursement Project		

Category I  
Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II  
Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III  
Develop community wildfire protection plans in coordination with the Secretary of Agriculture

Publication:  
Mountain Messenger  
Plumas County Website  
Plumas Sun Website



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Allen Hiskey, Clerk of the Board  
**MEETING DATE:** December 3, 2024  
**SUBJECT:** FOLLOW-UP DISCUSSION FROM NOVEMBER 12, 2024: Property Assessed Valuation Tax Increases; discussion and possible staff direction.

---

**Recommendation:**

**FOLLOW-UP DISCUSSION FROM NOVEMBER 12, 2024:** Property Assessed Valuation Tax Increases; discussion and possible staff direction.

**Background and Discussion:**

At the request of the Board of Supervisors, this item was asked to be continued for further discussion to December 3, 2024.

**Action:**

**FOLLOW-UP DISCUSSION FROM NOVEMBER 12, 2024:** Property Assessed Valuation Tax Increases; discussion and possible staff direction.

**Fiscal Impact:**

Possible General Fund impact.

**Attachments:**

None