



**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 10, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

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

## **PUBLIC COMMENT OPPORTUNITY**

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

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. 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 Pentamation, 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. ENVIRONMENTAL HEALTH DEPARTMENT**

- 1) Approve and authorize Chair to ratify and sign Fourth Amendment to agreement between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA) extending the term to June 30, 2025; (No General Fund Impact) no further impact; approved as to form by County Counsel.

**B. PUBLIC WORKS/ROAD**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2025; not to exceed \$15,000 (No General Fund Impact); Road Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2025; not to exceed \$700,000.00; (No General Fund Impact); Road Budget; approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Feather River Resource Conservation District to conduct a survey to verify if the wetland delineation is still accurate or if wetland boundaries have changed ; effective November 25, 2024; not to exceed \$1,598.96; (No General Fund Impact); Road Funds; approved as to form by County Counsel.
- 4) Authorize execution of a Tree Removal Agreement between Plumas County and Arbor Pros, LLC for the removal of 3 trees within County maintained right-of-way, in the lump sum amount of \$18,800; No General Fund impact; Road Funds; approved as to form by County Counsel.

**C. SOLID WASTE**

- 1) Approve and authorize Chair to sign an agreement between Plumas County and ABS Builders Inc, for repairs to the East Quincy Transfer Station; effective December 3, 2024; not to exceed \$48,300.00; No General Fund Impact; Solid Waste Budget; approved as to form by County Counsel.

**D. BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health psychiatric inpatient hospital, effective July 1, 2024; not to exceed \$120,000.00 (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; effective last date of signature; (No General Fund Impact) no funding in this MOU approved as to form by County Counsel.
- 3) Approve and authorize Behavioral Health to recruit and fill (2) two extra-help BH Support Services Technicians; (No General Fund Impact) Dept 70571 MHSA

### **3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

#### **A. ADJOURN AS THE BOARD OF SUPERVISORS**

#### **B. CONVENE AS FLOOD CONTROL AND CONSERVATION DISTRICT**

- 1) Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

#### **C. ADJOURN AS FLOOD CONTROL AND CONSERVATION DISTRICT AND RECONVENE AS THE BOARD OF SUPERVISORS**

### **4. DEPARTMENTAL MATTERS**

#### **A. FACILITY SERVICES** - Nick Collin

- 1) Adopt **RESOLUTION** Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**
- 3) Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

#### **B. OFFICE OF EMERGENCY SERVICES** - Travis Goings

- 1) Approve and authorize supplemental budget transfer(s) of \$7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**

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

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one snowmobile; total not to exceed \$14,500; (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

#### **D. PLANNING** - Tracey Ferguson

- 1) Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project; discussion and possible action.

## **5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. County Administrative Officer's Report
- B. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide \$1,000 and \$20,000 (for a total of \$21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved by County Counsel; discussion and possible action.

## **6. BOARD OF SUPERVISORS**

### **A. PLUMAS COUNTY TOURISM - Sharon Roberts**

- 1) Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:
  1. Information to be posted on the Airbnb website.
  2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
  3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process.

### **B. BEHAVIORAL HEALTH COMMISSION - Kevin Goss**

- 1) Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action.
- C. 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 January 14, 2025; discussion and possible action.
- D. 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 January 14, 2025; discussion and possible action.

### **E. APPOINTMENTS**

- 1) Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

### **F. CORRESPONDENCE**

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

## **7. CLOSED SESSION**

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

- A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director
- B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6  
Agency designated representative: HR Acting Director or designee  
Unrepresented employee: Behavioral Health Director
- C. Personnel: Public Employee Performance Evaluation - Child Support Services Director (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 – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

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

**8. ADJOURNMENT**

Adjourned meeting to Tuesday, December 17, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
ENVIRONMENTAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Rob Robinette, Interim Director of Environmental Health

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign Fourth Amendment to agreement between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA) extending the term to June 30, 2025; (No General Fund Impact) no further impact; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to ratify and sign an amendment extending the duration of the existing agreement between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA) for emergency staffing to continue to populate the emergency structural debris, ash, hazardous trees, and lead contamination removal management resulting from the Dixie and Beckwourth fires through June 30, 2025; this contract is for more time to complete the project, no more monies are needed; approved as to form by County Counsel; for discussion and possible action.

**Background and Discussion:**

The urgency ordinance mandates that structural debris, ash, and hazard trees are removed via the State's consolidated debris removal program, or a private (alternative) debris removal program. Some of the structural debris sites, along with a County approved plan to manage lead contaminated soils during site reconstruction, are not yet complete due to timing of the CA Department of Toxic Substances Control (DTSC), and other site-specific factors.

The following are the reasons for this contract extension request:

**1. Continuity for finishing the Alternate Program debris removal:**

To date, 111 of the 114 total properties in Alternate Debris Removal Program have been completed under CAEHA contract oversight. The remaining 3 properties are in various stages of completion and/or are waiting for completion documentation and review. The contracted staff has developed relationships with each of these property owners and is in the best position to bring these cleanups most quickly and efficiently to completion.

**2. Assistance with "Zone X" lead contaminated soil management.** The contractor provides coordinated technical support to Environmental Health in the management of lead contaminated soil, which is necessary to ensure public safety when rebuilding businesses and residences in the "Zone X" areas.

**3. Environmental Health's current staff capacity limitations:** Environmental Health is currently training one new field inspector, and an Environmental Health Technician has given notice of resignation due to relocation. As such, it is difficult for existing staff to absorb the Fire Debris removal management and the "Zone X" soil management, without staff burnout, sacrificing quality or both.

**4. No additional funding allocation:** As of today, approximately \$17,000 remains of the contract. The extension request is for more time to complete the work, not more money.

Approval of this agreement will allow the debris and lead removal process to move to completion.

**Action:**

Approve and authorize Chair to ratify and sign an amendment extending the duration of the existing

agreement between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA) for emergency staffing to continue to populate the emergency structural debris, ash, hazardous trees, and lead contamination removal management resulting from the Dixie and Beckwourth fires through June 30, 2025; this contract is for more time to complete the project, no more monies are needed; approved as to form by County Counsel; for discussion and possible action.

**Fiscal Impact:**

General Fund Impact

**Attachments:**

1. 4404 FINAL
2. CAEHA Original

**FOURTH AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL**  
**HEALTH ADMINISTRATORS**

This Fourth Amendment to Agreement ("Amendment") is made on December 10, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Fourth Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** have entered into a written Agreement dated March 1, 2022, (the "Agreement"), in which **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** agreed to provide emergency disaster debris management services to Plumas County, Department of Environmental Health.
  - b. Because of the critical need to continue these support services due to the lack of staffing resources in Environmental Health to conduct Environmental Health programs, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 1 is amended to read as follows:

Term. The term of this agreement shall be from March 1, 2022, through June 30, 2025, unless terminated earlier as provided herein.
3. **Effectiveness of Agreement:** Except as set forth in this Fourth Amendment of the Agreement, Third Amendment to Agreement dated June 11, 2024, Second Amendment to Agreement dated November 7, 2023, and First Amendment to Agreement dated February 7, 2023, all provisions of the Agreement dated March 1, 2022, shall remain unchanged and in full force and effect.

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

**CONTRACTOR:**

California Association of Environmental Health  
Administrators (CAEHA)

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

Name: Darryl Wong

Title: Chief Executive Officer CAEHA

Tax ID #94-1675492

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

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

Name: Steve Van Stockum

Title: Secretary/Treasurer CAEHA

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

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

Approved as to form:



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

## 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 **County Administrator** (hereinafter referred to as "County"), and California Association of Environmental Health Administrators, a California non-profit 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 One Hundred Sixty-Five Thousand Dollars (\$165,000.00).
3. Term. The term of this agreement shall be from March 1, 2022 through February 28, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds 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.
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

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS 

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. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage 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

\_\_\_\_ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS 

- 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.

c. 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

\_\_\_\_\_ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS 

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.

\_\_\_\_\_ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS 

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:

County Administrator  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971  
Attention: Gabriel Hydrick

Contractor:

California Association of Environmental Health Administrators  
5170 Golden Foothill Parkway, #70  
El Dorado Hills, CA 95762  
Attention: Sheryl Baldwin, Contract Manager  
Gerald Sipe, Project 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. 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 INITIALS

- 5 -

CONTRACTOR INITIALS 

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.

26. **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:**

California Association of  
Environmental Health  
Administrators, a California non-profit

By: Jeff Lamoure  
Name: Jeff Lamoure  
Title: President  
Date signed: February 14, 2022

By: Steve Van Stockum  
Name: STEVE VAN STOCKUM  
Title: SECRETARY/TREASURER  
Date signed: FEBRUARY 12, 2022

**COUNTY:**

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

By: Kevin Goss  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
Date signed:

ATTEST:  
Heidi White  
Heidi White  
Clerk of the Board of Supervisors

Approved as to form:

Gretchen Stuhr  
Gretchen Stuhr  
Plumas County Counsel

2/10/2022

COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS



## EXHIBIT A

### Scope of Work

- 1) Implement and administer the Right of Entry (Government-sponsored) and Alternative (Private) debris removal programs.
- 2) Serve as the community debris removal liaison, answering questions, assisting with press releases and public information, maintaining a debris removal website, and advocating on behalf of property owners in debris removal matters.
- 3) Track Cleanup process for properties in the Alternative Program, including review and approval of site clean-up plans submitted by consultants for fire debris and contaminated soil removal; monitoring clean-up sample results and comparing those results with the established clean-up standards; and when the sites demonstrate successful debris removal, processing the paperwork to return the properties to the care of their owners. This includes signing work plans, certificates of completion and other county debris removal documents.
- 4) Coordinate with CalOES and CalRecycle on disaster documentation as it relates to the Alternative Program.
- 5) Monitoring and coordination of contamination issues in the fire burn scar.
- 6) Provide technical assistance and consultation to Environmental Health and Plumas County staff regarding debris removal plans, options and alternatives.
- 7) Liaison on behalf of Plumas County with various state agencies including Cal OES, Cal Recycle, Department of Toxic Substances Control regarding Plumas County's debris removal priorities
- 8) Coordinate Debris removal activities with Plumas County Disaster Recovery options, including any consultants retained for this purpose.

\_\_\_\_\_ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS 

## EXHIBIT B

## Fee Schedule

## COMPENSATION

- A. Contractor shall be paid \$106.09 per hour for REHS staff and tracked by timesheets. Staff will work on a full time or part time flexible schedule approved by the County. If overtime is required and has been approved by the County for the contractor in advance, the hourly rate is \$159.14. CAEHA shall invoice County for work performed by the 15th of each month with summary of time worked.
- B. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160 per night, County will pre-approval the higher hotel costs. Receipts will be provided.
- C. If County request travel, then mileage to be reimbursed by County at current IRS rate (currently at .58.5 cents per mile).
- D. Per diem rates of \$7 for breakfast, \$15 for Lunch, \$26.00 for dinner if travel by County is requested.
- E. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

**California Association of Environmental Health Administrators**  
**Attn: Sheryl Baldwin, Contract Manager**  
**P.O. Box 2017**  
**Cameron Park, CA 95682-2017**  
**Telephone: (530) 676-0715 or cell (530)-363-0027**  
**Email: Sheryl@ccdeh.com**

- F. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this **Agreement shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000).**
- G. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.

COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS

W



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

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

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

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2025; not to exceed \$15,000 (No General Fund Impact); Road Funds; approved as to form by County Counsel.

---

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Hunt Propane in the amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00).

**Background and Discussion:**

This Agenda Request pertains to the need by the Department of Public Works to purchase propane fuel as identified in the FY24/25 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed \$15,000 for the 2025 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on October 1, 2024.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2025; not to exceed \$15,000 (No General Fund Impact); approved as to form by County Counsel.

**Fiscal Impact:**

No impact to General Fund. Road Funds.

**Attachments:**

1. Hunt Propane Services Agreement 2025

## **Contractor 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 Public Works Department (hereinafter referred to as "County"), and **Hunt Propane, 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 **Fifteen Thousand Dollars and No/100 (\$15,000.00)**.
3. **Term.** The term of this agreement shall be from January 1, 2025, through December 31, 2025; unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds 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.
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

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

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 \_\_\_\_\_ 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. 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.
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.

\_\_\_\_\_ COUNTY INITIALS

- 4 -

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

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:

Plumas County Department of Public Works  
1834 E. Main St  
Quincy, CA 95971  
Attention: Administrative Services Officer

Contractor:

Hunt Propane  
477 N. Mill Creek Road  
Quincy, CA 95971  
Attention: Alicia Hartner

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-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).

\_\_\_\_\_ COUNTY INITIALS

- 5 -

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

- 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:**

Hunt Propane, Inc.

By: \_\_\_\_\_  
Name: Joshua Hunt  
Title: Chief Executive Officer  
Date signed:

By: \_\_\_\_\_  
Name: Joseph Hunt  
Title: Secretary  
Date signed

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Robert Thorman  
Title: Public Works Director  
Date signed:

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

**ATTEST:**

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

Approved as to form:



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

\_\_\_\_\_  
COUNTY INITIALS

- 7 -

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

## **EXHIBIT A**

### **Scope of Work**

1. Contractor shall deliver propane gas to the following Public Works maintenance Yards:
  - a) Chester Maintenance Yard, 1033 State Route 36, Chester, CA 96020
  - b) Quincy Maintenance Yard, 1834 East Main Street, Quincy, CA 95971
  - c) Graeagle Maintenance Yard, 1091 Maricopa Trail, Graeagle, CA 96103
2. Delivery of propane gas will be delivered in amounts to keep the County's tank on a "keep full" basis. Tank size for Chester is 500 gallons, Quincy 1000 gallons, and Graeagle 500 gallons.

## **EXHIBIT B**

### **Fee Schedule**

1. The price shall be the Contractor's rack price on date of filling, plus
  - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
  - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Nine Thousand dollars and no cents (\$15,000.00).
3. 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 the Contractor under this Agreement which have been completed to the County's sole satisfaction.

\_\_\_\_\_ COUNTY INITIALS

- 8 -

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



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

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

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

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2025; not to exceed \$700,000.00; (No General Fund Impact); Road Budget; approved as to form by County Counsel.

---

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Hunt and Sons, LLC. in the amount of Seven Hundred Thousand Dollars and 00/100 (\$700,000.00).

**Background and Discussion:**

This Agenda Request pertains to the need by the Department of Public Works to purchase fuel and heating oil as identified in the FY24/25 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed \$700,000 for the 2025 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on October 1, 2024.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2025; not to exceed \$700,000.00; (No General Fund Impact); Road Budget; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact. Road Budget.

**Attachments:**

1. Hunt & Sons Fuel Services Agreement 2025

## **Contractor 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 Public Works Department (hereinafter referred to as "County"), and **Hunt & Sons, LLC**, 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 **Seven Hundred Thousand Dollars and No/100 (\$700,000.00)**.
3. **Term.** The term of this agreement shall be from January 1, 2025, through December 31, 2025; unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds 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 \_\_\_\_\_ 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. 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.
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.

\_\_\_\_\_ COUNTY INITIALS

- 4 -

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

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:

Plumas County Department of Public Works  
1834 E. Main St  
Quincy, CA 95971  
Attention: Administrative Services Officer

Contractor:

Hunt & Sons, LLC  
188 Crescent St.  
Quincy, CA 95971  
Attention: Justin Hughes

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-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).

\_\_\_\_\_ COUNTY INITIALS

- 5 -

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

- 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:**

Hunt & Sons, LLC,  
a Limited Liability Company

By: \_\_\_\_\_  
Name: Lindsey Grant  
Title: Vice President  
Date signed:

:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Robert Thorman  
Title: Public Works Director  
Date signed:

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

**ATTEST:**

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

Approved as to form:



Joshua Brechtel, Attorney  
County Counsel's Office

\_\_\_\_\_ COUNTY INITIALS

- 7 -

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

## **EXHIBIT A**

### **Scope of Work**

1. Deliver Clear Diesel Fuel, Gasoline Fuel, and High Sulfur Burner Fuel to the following Plumas County Public Works Maintenance Yards:
  - a. Chester Yard, 1033 State Route 36, Chester, CA 96020
  - b. Graeagle Yard, 1091 Maricopa Trail, Graeagle, CA 96103
  - c. Beckwourth Yard, 240 Beckwourth-Genesee Road, Beckwourth, CA 96129
  - d. Greenville Yard, 36 Williams Valley Road, Greenville, CA 95947
  - e. LaPorte Yard, 2020 Church Street, LaPorte, CA 95981
  - f. Quincy Yard, 1834 East Main Street, Quincy, CA 95971
2. All of the below listed fuel tanks are to be kept on a "Keep Full" basis unless otherwise noted

<b><u>Yard</u></b>	<b><u>Gallons</u></b>	<b><u>Fuel Type</u></b>	<b><u>Notes</u></b>
<b>Quincy</b>	10,000	Clear Diesel	On-Call
	2,000	Gasoline	On-Call
	2,000	HS Burner #1	
	1,000	HS Burner #2	
	1,000	HS Burner #3	
	1,000	HS Burner #4	
<b>Chester</b>	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
<b>Graeagle</b>	2,000	Clear Diesel	
	2,000	Gasoline	
<b>Beckwourth</b>	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
<b>Greenville</b>	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
<b>LaPorte</b>	2,000	Clear Diesel #1	
	2,000	Clear Diesel #2	
	350	Gasoline	

3. The County estimates that its requirement for Fuel during the initial term are as follows (all quantities in gallons):

<b><u>Yard</u></b>	<b><u>Clear Diesel</u></b>	<b><u>Gasoline</u></b>	<b><u>HS Burner</u></b>
<b>Beckwourth</b>	12,000	3,000	4,000
<b>Greenville</b>	11,000	2,000	4,000
<b>Chester</b>	22,000	4,000	6,000
<b>Quincy</b>	51,000	12,000	14,300
<b>Graeagle</b>	14,000	1,500	0
<b>La Porte</b>	15,000	200	0

\_\_\_\_\_ COUNTY INITIALS

- 8 -

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

## **EXHIBIT B**

### **Fee Schedule**

1. The price shall be the Contractor's rack price on date of filling, plus
  - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
  - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Seven Hundred Thousand dollars and no cents (\$700,000.00).
3. 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 the Contractor under this Agreement which have been completed to the County's sole satisfaction.

\_\_\_\_\_ COUNTY INITIALS

- 9 -

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



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

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

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

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Feather River Resource Conservation District to conduct a survey to verify if the wetland delineation is still accurate or if wetland boundaries have changed ; effective November 25, 2024; not to exceed \$1,598.96; (No General Fund Impact); Road Funds; approved as to form by County Counsel.

---

**Recommendation:**

The Director of Public Works respectfully requests the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the agreement with Feather River Resource Conservation District in the amount not to exceed \$1,598.96.

**Background and Discussion:**

The Director of Public Works respectfully requests the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the agreement with Feather River Resource Conservation District in the amount not to exceed \$1,598.96.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Feather River Resource Conservation District to conduct a survey to verify if the wetland delineation is still accurate or if wetland boundaries have changed ; effective November 25, 2024; not to exceed \$1,598.96; (No General Fund Impact); Road Funds; approved as to form by County Counsel.

**Fiscal Impact:**

No impact to General Fund. Road Fund.

**Attachments:**

1. FRCD Wetland Delineation Validation Contract CC Approved\_11-26-2024

## **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 Public Works** (hereinafter referred to as "County"), and the **Feather River Resource Conservation District** a political subdivision of the State of California (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 One Thousand Five Hundred Ninety-Eight Dollars and Ninety-Six Cents (\$1,598.96).
3. **Term.** The term of this agreement shall be from November 25, 2024, through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 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

\_\_\_\_\_ COUNTY INITIALS

- 2 -

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

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

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

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.
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

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

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:**

Department of Public Works

County of Plumas

1834 East Main Street Quincy, CA 95971 Attention: [Rob Thorman, Director]

**Contractor:**

Feather River Resource Conservation District

422 North Mill Creek Road

Quincy, CA 95971 Attention: [Michael Hall, Project Manager]

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-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

\_\_\_\_\_ COUNTY INITIALS

- 5 -

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

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:**

Feather River Resource Conservation District,  
A political subdivision of the State of  
California

By: \_\_\_\_\_  
Name: Michael Hall  
Title: District Manager  
Date signed: \_\_\_\_\_

**COUNTY:**

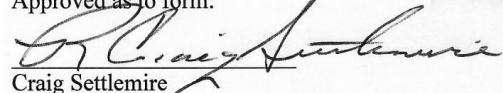
County of Plumas, a political subdivision of  
the State of California

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:

  
Craig Settemire  
Counsel

\_\_\_\_\_ COUNTY INITIALS

- 7 -

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

### Exhibit A: Scope of Work

#### **Background**

The Snake Lake bridge replacement project aims to replace an existing bridge to meet current structural and functional design standards. A field wetland delineation was conducted by AECOM in 2012 and updated in 2016. A survey is recommended by the Caltrans to verify if the delineation is still accurate or if wetland boundaries have changed.

#### **Statement of Work**

Feather River Resource Conservation District will provide a qualified hydrologist experienced in section 404 of the Clean Water Act to conduct a field wetland delineation. Data points will be taken at wetland delineation and Ordinary High-Water Mark (OHWM) sample points surveyed by AECOM in 2011 and 2016 (n=10). Field wetland delineation methods and OHWM determination will conform to the guidelines and standards outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual (USACE, 19871). Vegetation and hydrology indicators will be determined at each sample point first. If vegetation and/or hydrology indicators are observed to have changed since the 2011 surveys, soil profiles will be completed, and presence/absence of hydric soil indicators will be noted. If no changes in vegetation or hydrology indicators are observed at the 2011 survey points, no soil surveys will be completed.

#### **Deliverables**

Feather River RCD will provide a technical memorandum of the results of the field delineation. This memorandum will detail the survey methods, survey boundaries and data points, and summary of findings. Survey forms, photos, and plant lists will be included to support the conclusions presented in the technical memo.

## Compensation - Exhibit B

### Budget Proposal

Item	Unit	Cost/ Unit	Total
Verification of vegetation and hydrology indicators at 10 sample locations	6	\$100.00	\$600.00
Verification of soil indicators (only required if changes in vegetation or hydrology have occurred)	2	\$100.00	\$200.00
Reporting	6	\$100.00	\$600.00
Mileage	80	\$0.67	\$53.60
<b>Subtotal Direct Costs</b>			<b>\$1,453.60</b>
Administrative (10%)			\$145.36
<b>Total</b>			<b>\$1,598.96</b>

### Contact

Michael Hall; District Manager

(530) 927-5299

[mhall@frrcd.org](mailto:mhall@frrcd.org)

422 N. Mill Creek Quincy CA 95971

We appreciated your consideration of this proposal.



Signed: Michael Hall, District Manager



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

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

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

**MEETING DATE:** December 10, 2024

**SUBJECT:** Authorize execution of a Tree Removal Agreement between Plumas County and Arbor Pros, LLC for the removal of 3 trees within County maintained right-of-way, in the lump sum amount of \$18,800; No General Fund impact; Road Funds; approved as to form by County Counsel.

---

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the Tree Removal Agreement between the County of Plumas and Arbor Pros, LLC for the lump sum amount of \$18,800.00.

**Background and Discussion:**

Plumas County Public Works (PCPW) recently requested sealed bids for the removal of three (3) trees within the Plumas Eureka Estates Subdivision near the town of Graeagle within County maintained right-of-way. PCPW received two (2) bids. Arbor Pros, LLC is the low bidder at \$18,800, followed by West Coast Arborist at \$21,600.

**Action:**

Authorize execution of a Tree Removal Agreement between Plumas County and Arbor Pros, LLC for the removal of 3 trees within County maintained right-of-way, in the lump sum amount of \$18,800; No General Fund impact; Road Funds; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact. Road Funds.

**Attachments:**

1. Bid Recommendation - PEE Tree Removal
2. Agreement - Arbor Pros - FINAL

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



**Date:** December 11, 2024

**To:** Rob Thorman

**From:** Mark Crews

**Subject:** Bid Award Recommendation – PEE Tree Removal Project

Dear Rob,

Public Works opened bids on December 11, 2024 for removal of three (3) trees in the Plumas Eureka Estates Subdivision near the town of Graeagle. There were three (2) qualified bidders.

Arbor Pros, LLC - \$ 18,800.00

West Coast Armorists, Inc - \$21,600

I recommend accepting the lowest bid from Armor Pros, LLC. for the removal of three (3) trees in Plumas Eureka Estates near the town of Graeagle.

A blue ink signature of the name "Mark Crews".

Mark Crews  
Sr. Engineering Tech

Recommendation Approved

A blue ink signature of the name "Rob Thorman".

Date 11/27/24

Recommendation Denied

Date \_\_\_\_\_

Rob Thorman  
Director of Public Works

## **Service 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 Public Works** (hereinafter referred to as "County"), and **Arbor Pros, LLC**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighteen Thousand Eight Hundred Dollars and 00/100 (\$\$18,800.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than May 31, 2024, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
  - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

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

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

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

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

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

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

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

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

23. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the 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.

24. 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. In particular, Contractor represents that it holds a current and active license as a Class D49 Tree Service Contractor, issued by the State of California, No. 1063954.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

Department of Public Works  
County of Plumas  
1834 East Main St  
Quincy, CA 95971  
Attn: Rob Thorman

Contractor:

Arbor Pros, LLC  
1350 Stardust St. Ste D  
Reno, NV 89503  
Attn: Chayce Cassani

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the 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.
40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. Suspension and Debarment. The 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.

42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the 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.

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

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

**CONTRACTOR:**

Arbor Pros, LLC.

By: \_\_\_\_\_  
Name: Chayce Cassani  
Title: Member/Manager  
Date Signed: \_\_\_\_\_

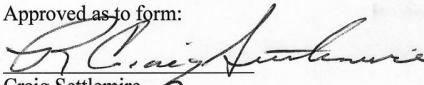
**COUNTY:**

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

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

**ATTEST:**

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

Approved as to form:  
  
Craig Settlemire  
Counsel

## **EXHIBIT A**

### **Scope of Work**

1. Provide and pay for all labor, materials, taxes, and insurance.
2. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.
3. Remove two (2) hazard trees adjacent to 406 Lundy Lane in Plumas Eureka Estates, CA.
4. Remove one (1) hazard tree adjacent to 412 Lundy Lane in Plumas Eureka Estates, CA.

## **EXHIBIT B**

### **Fee Schedule**

1. The Contract Amount, including authorized adjustments, is the total amount payable by County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement. The amount paid is not to exceed Eighteen Thousand Eight Hundred Dollars and 00/100 (\$18,800.00).
2. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to County. If Paragraph 6 of this Exhibit B has been satisfied, then County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice. Upon completion of a service requested by County pursuant to this Agreement, Contractor shall provide a written invoice to County detailing the services performed and the amounts due for such services. County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice.
3. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
4. County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Upon notice from Contractor that the Work is complete, County will inspect the Work. When (i) County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by County. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



**PLUMAS COUNTY  
SOLID WASTE  
MEMORANDUM**

---

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

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

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County and ABS Builders Inc, for repairs to the East Quincy Transfer Station; effective December 3, 2024; not to exceed \$48,300.00; No General Fund Impact; Solid Waste Budget; approved as to form by County Counsel.

---

**Recommendation:**

The Director of Public Works respectfully recommends that the Board vote to authorize the chair to sign the attached agreement, approved as to form by County Counsel. Not to exceed \$48,300.00.

**Background and Discussion:**

In July of 2024, Feather River Disposal staff informed Public Works that damage had been sustained to a number of support columns at the East Quincy Transfer Station. The incident was then reported to Feather River Disposal's insurance company and both parties agreed that Public Works would facilitate the necessary repairs with FRD's Insurance to cover all of the associated costs.

On October 17, 2024, Public Works staff published a formal Request for Proposals for the repair work to the Quincy Transfer Station. On November 14, bids were opened, with only one contractor submitting a proposal for \$48,300.00. ABS Builders Inc was the low bidder and completed similar repairs to the Chester Transfer Station. The attached service agreement between Plumas County Public Works and ABS Builders Inc has been approved as to form by County Counsel.

The total compensation for this contract shall not exceed \$48,300.00. The source of funding for this contract is the Public Works Solid Waste Fund and does not involve Plumas County general funds. Feather River Disposal's insurance company will reimburse Solid Waste once the claim is settled.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County and ABS Builders Inc, for repairs to the East Quincy Transfer Station; effective December 3, 2024; not to exceed \$48,300.00; No General Fund Impact; Solid Waste Budget; approved as to form by County Counsel.

**Fiscal Impact:**

No impact to General Fund. Solid Waste budget.

**Attachments:**

1. PLUMAS CO - ABS CONTRACT

## **Repair 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 Public Works** (hereinafter referred to as "County"), and **ABS Builders Inc**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty-Eight Thousand Three Hundred Dollars and 00/100 (\$48,300.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than September 30, 2025, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
  - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

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

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

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

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

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

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

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

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the 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.

24. **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. In particular, Contractor represents that it holds a current and active license as a Class B- General Building contractor, issued by the State of California, No. 1005975.

25. **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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

27. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

Department of Public Works  
County of Plumas  
1834 East Main Street  
Quincy, CA 95971  
Attention: Andrew Hammond, P.E., Associate Engineer

Contractor:

ABS Builders Inc  
1023 Main Street  
Colusa, CA, 95932  
Attention: Amy Schmidt, Chief Executive Officer

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the 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.
40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. Suspension and Debarment. The 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.

42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the 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.

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

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

**CONTRACTOR:**

ABS Builders Inc,  
a California Corporation

By:   
Amy Schmidt  
Chief Executive Officer

By:   
William Schmidt  
Secretary

**COUNTY:**

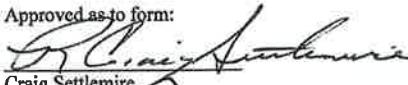
County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Greg Hagwood  
Chair of the Board of Supervisors

**ATTEST:**

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

Approved as to form:

  
Craig Settemire  
Counsel

## **EXHIBIT A**

### **Scope of Work**

1. Provide and pay for all labor, materials, taxes, and insurance.
2. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

# EXHIBIT A

Plumas County

## Job Specifications

### Item: East Quincy Transfer Station – Replacement of Columns

Plumas County Solid Waste Division is currently soliciting formal bids for contractors to provide repairs to the East Quincy Transfer Station. A large piece of equipment made contact with three steel, tapered I-beam columns causing the beams to twist and deform. Subsequently, the connection to the concrete perimeter wall was also damaged.

A Notice to Proceed will be issued within 10 days of the approval and execution of the contract by the Plumas County Board of Supervisors. Performance of the proposed work shall start no earlier than Board of Supervisors execution of the contract and shall be completed no later than February 28, 2025.

The available works days and hours for this project are Monday through Friday, 8 am to 5 pm. On the day(s) of the shoring, column replacement or when access for the public will be limited due to construction space requirements, please plan on working Wednesday and/or Thursday when the transfer station is closed to the general public.

Bids will not be accepted after November 14, 2024 at 3:00 pm. No emailed or facsimile will be accepted.

**Scope of Work:** The work will consist of temporarily shoring and supporting the manufactured steel building, removing the damaged steel columns and installing steel columns. See plan sheets with photographs and job details. A temporary shoring / support plan will need to be prepared by a licensed California civil or structural engineer as part of the scope of work.

### **Contractor Responsibilities:**

- Register as a public works contractor with State Department of Industrial Relations
- Pay State prevailing wages
- Follow apprenticeship requirements as necessary
- Maintain and submit certified payroll records with State Department of Industrial Relations

## **EXHIBIT B**

### **Fee Schedule**

1. Contractor to be paid flat fee upon satisfactory completion of services.
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice

Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice.

4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be.

8. Acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.

## EXHIBIT B

Bid Item (Furnished and installed, complete and in place.)	Quantity	Unit Price	Total Price
Replace Steel Columns	3	14,600	\$143,800-
Shoring Plans by a licensed civil/structural engineer	1	4500 -	4500 -

**Name & Address of BIDDER: (Please Print)**

**TOTAL:**

~~\$48,300-~~

APS BUILDERS INC

(Please include your Business Card)

1023 Main St

COLUSA, CA 95932

Signature:

Jeffrey

Title: vt

Telephone: 530-458-2299

E-mail: [amw@absbuildersinc.com](mailto:amw@absbuildersinc.com)

CSUB# 1005975

DIRT 10000 38049

Date: 11/14/2024

## ADDENDA

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

(Fill in addenda numbers if addenda have been received)



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health psychiatric inpatient hospital, effective July 1, 2024; not to exceed \$120,000.00 (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health psychiatric inpatient hospital, effective July 1, 2024; not to exceed \$120,000.00 (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

**Background and Discussion:**

Sacramento Behavioral Healthcare Hospital is an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, bipolar disorder, and schizophrenia.

**Action:**

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health psychiatric inpatient hospital, effective July 1, 2024; not to exceed \$120,000.00; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) combination of state and federal funds

**Attachments:**

1. 0172\_001

**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 Behavioral Health Department (hereinafter referred to as "County"), and Sacramento Behavioral Healthcare Hospital LLC (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 \$120,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty, or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments,
3. **Term.** The term of this Agreement commences on July 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 for July 1, 2024, to date of Sacramento Behavioral Healthcare Hospital, LLC 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. **Continuation of Services After Termination.** Upon the request of the County or in accordance with applicable state law, Contractor shall continue to provide medically necessary covered services to County beneficiaries who are receiving services from Contractor as of the date of termination of this Agreement for a period of ninety (90) days or until the County beneficiary can be safely discharged or transferred to another facility. County shall continue to pay Contractor for such services at Contractor's contracted rate.
6. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the

\_\_\_\_\_ COUNTY INITIALS

- 1 -

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

limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **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

\_\_\_\_\_ COUNTY INITIALS

- 2 -

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

- 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

\_\_\_\_\_ COUNTY INITIALS

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. **Indemnification.** The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.
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

\_\_\_\_\_ COUNTY INITIALS

- 4 -

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

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:

Sharon Sousa, LMFT, Director  
Plumas County Behavioral Health  
270 County Hospital Road., Suite 109  
Quincy, CA 95971

Contractor:

John Beall, CEO  
Sacramento Behavioral Healthcare Hospital, LLC  
1400 Expo Parkway  
Sacramento, CA 95815

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.

\_\_\_\_\_ COUNTY INITIALS

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

- 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.

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

\_\_\_\_\_ COUNTY INITIALS

- 6 -

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

30. The attached BAA is hereby incorporated by this reference and made a part of this agreement.

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

**CONTRACTOR:**  
**Sacramento Behavioral Health**

By: \_\_\_\_\_  
Name: Nathan Jensen  
Title: CEO  
Date signed:

**COUNTY:**

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

By: Sharon R. Sousa, LMFT  
Name: Sharon Sousa, LMFT  
Title: Behavioral Health Director  
Date signed:

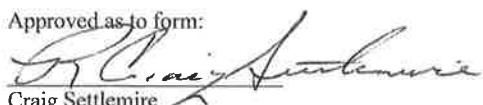
**APPROVED AS TO CONTENT:**

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Clerk, Board of Supervisors  
Date signed:

Approved as to form:

  
Craig Settlemire  
Counsel

\_\_\_\_\_COUNTY INITIALS\_\_\_\_\_

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

## 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”), and Sacramento Behavioral Healthcare Hospital, LLC referred to herein as Business Associate (“BA”), dated July 1, 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

\_\_\_\_\_ COUNTY INITIALS

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 HITECT 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

\_\_\_\_\_COUNTY INITIALS

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 subcontractors, 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 subcontractors 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 subcontractors 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 subcontractors 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 subcontractors, 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 subcontractors 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 subcontractors 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 subcontractors 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 subcontractors, 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 subcontractors) 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."

1. **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 subcontractors 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)].

\_\_\_\_\_ COUNTY INITIALS

**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 subcontractors 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**

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 contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors 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

\_\_\_\_\_COUNTY INITIALS

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 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 subcontractors, 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 subcontractor, 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.

### COVERED ENTITY

Name: Sharon Sousa LMFT Director  
Title: Behavioral Health  
Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971

### BUSINESS ASSOCIATE

Name: Nathan Jensen  
Title: Chief Executive Officer  
Address: 1400 Expo Parkway  
Sacramento, CA 95815

Signed: Sharon R. Sousa, LMFT  
Date: 11/25/2024

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

**EXHIBIT A - SCOPE OF WORK**

Sacramento Behavioral Healthcare Hospital is an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, self-harm, suicide ideation, severe anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services for co-occurring psychiatric and substance use conditions, crisis intervention, electroconvulsive therapy and interventional psychiatry services are also offered.

Inpatient care provides an intensive, safe, secure and therapeutic environment for those with acute psychiatric or co-occurring mental health and substance use issues. Treatment teams provide 24 hour monitoring, treatment, and stabilization for patients.

Outpatient care helps individuals transition from the inpatient hospital setting, led by psychiatrists, nurses, therapists and service coordinators, working together providing physician oversight, medication management, group therapy, peer support, to establish a discharge plan to re-connect clients with their community provider.

Licensed Clinicians integrate evidence-based practices such as Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Eye Movement Desensitization and Reprocessing to provide modern, safe, and effective clinical care while helping clients achieve their treatment goals.

\_\_\_\_\_COUNTY INITIALS

- 15 -

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

## **EXHIBIT B – FEE SCHEDULE**

### **Attached Sacramento Behavioral Healthcare Hospital Rate Structure sheet**

#### **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

\_\_\_\_\_COUNTY INITIALS

- 16 -

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

# Exhibit B



## RATE STRUCTURE FOR FY 2024-25

### Rate Structure:

Contract rates are all inclusive of the professional fee (\$110/day) and hospital stay. When billing the County for authorized services provided to County beneficiaries or those individuals where no other payor source is available.

#### **Medi-Cal Funded Beneficiaries**

Activity	Rate
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 0-21	\$1,155.98/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 22-64	\$1,155.98/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages Over 64	\$1,155.98/Day
Inpatient Psychiatric Support Services – Professional Fees (Mode 15, Service Functions (01-79)(when services are provided & billed to County)	\$110/Day
Administrative Day Services	\$817.64/Day
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour

#### **County Funded Clients - Non-Medi-Cal - No other Payer Source Available**

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	\$1,434/Day
Per Diem Acute Facility Day Rate (Older Adult)	\$1,434/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	\$1,434/Day
Administrative Day Services	\$817.64/Day
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour

\*These rates apply to all Medi-Cal or County eligible services rendered to all patients to all Counties and are updated annually by HCS for the Central Region Accommodation Code 124\*

\*Rates are based on the MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL SERVICES REGIONAL AVERAGE for the CENTRAL REGION (Code 124), as published annually by the State of California Health and Human Services Agency, Department of Health Care Services. Updated rates will be sent to County annually as received.

\*Rates Effective 7/1/2024



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; effective last date of signature; (No General Fund Impact) no funding in this MOU approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; designating the Quality Improvement and Compliance Manager the designated Mental Health Provider person responsible for overseeing compliance with this MOU. Effective last date of signature; (No General Fund Impact) no funding in this MOU. Approved as to form by County Counsel.

**Background and Discussion:**

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; designating the Quality Improvement and Compliance Manager the designated Mental Health Provider person responsible for overseeing compliance with this MOU. Effective last date of signature; (No General Fund Impact) no funding in this MOU. Approved as to form by County Counsel.

**Action:**

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; effective last date of signature; (No General Fund Impact) approved as to form by County Counsel.

**Fiscal Impact:**

No funding in this MOU

**Attachments:**

1. 0173\_001



**AMENDMENT NO. 01 TO MHP MEMORANDUM OF  
UNDERSTANDING AGREEMENT**  
Between  
**Partnership HealthPlan of California ("MCP")**  
And  
**Plumas County Behavioral Health ("MHP")**  
**May 9, 2024**

---

This amendment (the "Amendment") is made by Partnership HealthPlan of California ("MCP") and Plumas County Behavioral Health ("MHP"), parties to the MHP Memorandum of Understanding Agreement ("Agreement") dated May 9, 2024. This Amendment is to be effective last date of signature.

**RECITALS**

**WHEREAS**, the Parties entered into a MHP Memorandum of Understanding Agreement dated May 9, 2024;

**WHEREAS**, the Parties desire to amend the terms of the Agreement as set forth below:

1. 5. MHP Obligations; section b. Oversight Responsibility: The first sentence is hereby removed and replaced with the following:

**The Quality Improvement and Compliance Manager, the designated MHP Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP's compliance with this MOU.**

2. 6. Training and Education; section a. is hereby deleted in its entirety and replaced with the following:

**To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who for carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP services to their contracted providers.**

**FURTHERMORE**, except as specifically modified and amended hereby, all of the terms, provisions, requirements and specifications contained in the Agreement will remain in full force and effect.

This Amendment may be executed by electronic signature or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

<<Signature Page to Follow>>

**IN WITNESS THEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Amendment to be effective the date indicated above.

**PARTNERSHIP HEALTHPLAN  
OF CALIFORNIA "MCP"**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLUMAS COUNTY BEHAVIORAL HEALTH  
"MHP"**

By: Sharon R. Sousa, LMFT  
Name: Sharon Sousa LMFT  
Title: Director  
Date: 11/25/2024

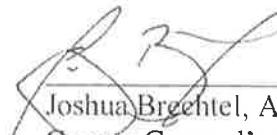
**Approved As to Content:**

**Signature:**  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors

**Attest:**

**Signature:**  
Name: Allen Hiskey  
Title: Clerk, Board of Supervisors

Approved as to form:



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



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Kyle Hardee, Administrative Services Officer  
**MEETING DATE:** December 10, 2024  
**SUBJECT:** Approve and authorize Behavioral Health to recruit and fill (2) two extra-help BH Support Services Technicians; (No General Fund Impact) Dept 70571 MHSA

---

**Recommendation:**

Authorize Behavioral Health to recruit and fill (2) two extra-help BH Support Services Technicians.

**Background and Discussion:**

One of the primary roles of the BH Support Services Technician is providing transportation to and from hospital facilities out of the county. There has been an increase in transports this year, and clinical staff have been taking transports to help with the increased workload. The transports are not a billable service, and using clinical staff in this manner results in a loss of billable services they could be providing.

The hiring of Extra Help BH Support Services Technicians would allow clinical staff to focus on their primary role and still provide much-needed transportation to Plumas County residences in need.

**Action:**

Authorize Behavioral Health to recruit and fill (2) two extra-help BH Support Services Technicians.

**Fiscal Impact:**

No General Fund impact. Sufficient funding allocated in Dept 70571 (MHSA) FY24/25 approved budget.

**Attachments:**

1. BH Supportive Services Tech I-II
2. PCBH Org Chart 10-24-2024

## BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I / II

### **DEFINITION**

Under general supervision to be responsible for the safe operation of a light vehicle in accordance with County Policies and all other applicable state and federal guidelines; to transport clients to and from designated locations within the County as well as outside the Plumas County area; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized class for the Behavioral Health Department. Incumbents are responsible for the transportation of Behavioral Health clients to and from appointments, treatment programs, and out of area psychiatric hospitals. Due to transportation needs of clients, work schedules may vary. Other assignments are generally limited in scope, contain fairly routine tasks, and are performed within a procedural framework established by the Director or Deputy Director of Behavioral Health or his/her designee.

**Behavioral Health Supportive Services Tech II:** This is the experienced level in the Behavioral Health Driver series. In addition to the responsibilities of transportation of Behavioral Health clients to and from appointments, treatment programs, and psychiatric hospitals, the Behavioral Health Driver / Supportive Services II is responsible to assist in the monitoring and maintaining the Behavioral Health vehicles. This includes maintaining the service and maintenance records of the department's fleet of vehicles.

### **REPORTS TO**

Behavioral Health Supportive Services Coordinator or Behavioral Health Administrative Services Officer

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I & II – 2**

### **EXAMPLES OF DUTIES**

- Operates and drives a motor vehicle to transport clients to and from day treatment programs, scheduled appointments, selected hospitals, treatment facilities.
- Follows time and transportation schedules to ensure clients are able to meet their scheduled appointments.
- May pick up and deliver paperwork, equipment, materials and supplies at various locations as assigned.
- Checks the gas, oil and tires of assigned vehicle regularly to ensure safety and good mechanical condition.
- Reports any vehicle maintenance issues to the Behavioral Supportive Services Coordinator.
- Clean, washes and polishes vehicles periodically as assigned.
- May use assigned vehicle to move client belongings from one location to another as directed.
- Submits accurate records and reports in timely manner as required.
- Assists with clerical/office tasks as required, including but not limited to answering the telephone, opening and closing buildings, maintaining office cleanliness, etc.
- May sit with hospitalized clients while waiting for confirmation of transporting to outlying hospitals while clients are held on a 5150.
- May assist with program preparation and implementation as requested.
- Maintain records, logs and ability to accurately follow regulations and guidelines.
- Assist clients with supportive services as identified and coordinated with Case Management Specialist or other Behavioral Health Department staff.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; climb, bend, stoop, twist, crouch and kneel to conduct vehicle inspections; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication. Lift up to 50 pounds

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment, vehicle, and outdoor environments; sometimes work is in varying weather conditions; continuous contact with the public, clients and staff.

## **BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I & II – 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic knowledge of problems and emotions of Behavioral/Mental Health patients.
- Safe transport methods and procedures.
- Basic knowledge of admitting procedures for facilities.
- Knowledge of safe driving transport practices.
- Provisions of the California Motor Vehicle Code applicable to the operation of vehicles.
- Basic preventive maintenance and requirements of automotive equipment.
- First Aid.

#### **BEHAVIORAL HEALTH DRIVER / SUPPORTIVE SERVICES TECH II - Additional Knowledge of:**

- General preventive maintenance and requirements of automotive equipment.
- Procedures and tracking of department vehicles to insure the safety of these vehicles.
- Training techniques of safe transport methods and procedures.

#### **Ability to:**

- Drive and operate a vehicle safely and efficiently.
- Maintain responsibility for the safe transport of clients.
- Maintain composure in stressful situations.
- Ability to interact with clients in a professional and friendly manner.
- Ability to communicate clearly with a variety of clients, staff and agencies.
- Ability to read road maps.
- Maintain and update accurate records and travel logs.
- Ability to read, write and communicate effectively.
- Establish and maintain cooperative working relationships.
- Maintain a professional attitude at all times.
- Assist in the training of Behavioral Health Supportive Services Tech I.
- Track preventive maintenance of department vehicles and any other maintenance or repairs needed to ensure the safe operation of vehicles.

## **BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I & II – 4**

### **Training and Experience:**

Qualifications needed for these positions:

Education - High school diploma or equivalent.

BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I – One (1) year driver experience.

BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH II – Two (2) years driver experience with general knowledge of automobile maintenance.

Experience in working with Behavioral Health clients is desirable.

### **Special Requirements:**

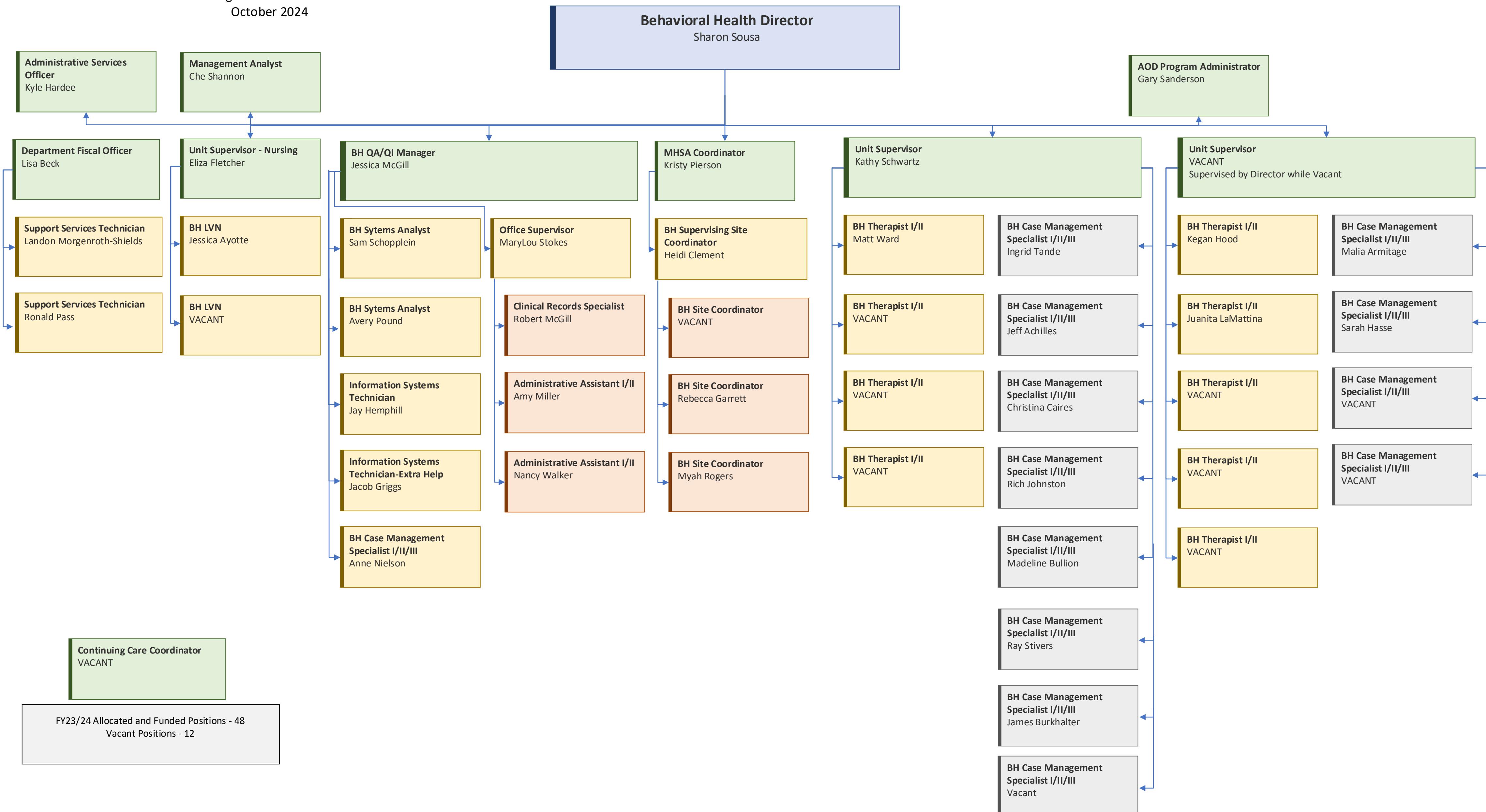
Must have a valid Class "C" California Driver's License issued by the Department of Motor Vehicles with a good driving record and must have DOJ (Department of Justice) fingerprint clearance. The Class "C" License must be maintained throughout employment.

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.

# Plumas County Behavioral Health Department

# Organizational Chart

## October 2024





**PLUMAS COUNTY**  
**PLUMAS COUNTY FLOOD CONTROL AND**  
**WATER CONSERVATION DISTRICT**  
**MEMORANDUM**

---

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

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

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

The Flood Control Manager recommends that the Flood Control Governing Board authorize the Chair to execute Amendment No. 21 to the Water Supply Contract.

**Background and Discussion:**

The Department of Water Resources (DWR) sent Plumas Flood Control and Water Conservation District Amendment No. 21 to the Water Supply Contract in 2021 for review and approval. County Counsel reviewed and took no exceptions, but advised to wait to execute the amendment until the legal appeal is complete. The legal appeals were recently exhausted, and Interim County Counsel has approved as to form.

**Action:**

Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

No impact to General Fund

**Attachments:**

1. DWR Amend. No. 21 to Contract

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

---

AMENDMENT NO. 21 (THE CONTRACT EXTENSION AMENDMENT)  
TO WATER SUPPLY CONTRACT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND PLUMAS COUNTY FLOOD  
CONTROL AND WATER CONSERVATION DISTRICT FOR CONTINUED SERVICE  
AND THE TERMS AND CONDITIONS THEREOF

THIS AMENDMENT to the Water Supply Contract is made this \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_\_\_\_\_, pursuant to the provisions of the California Water  
Resources Development Bond Act, the Central Valley Project Act, and other applicable  
laws of the State of California, between the State of California, acting by and through its  
Department of Water Resources, herein referred to as the "State," and Plumas County  
Flood Control and Water Conservation District, herein referred to as the "Agency."

## INDEX

INDEX OF TABLES .....	3
RECITALS .....	4
AMENDED CONTRACT TEXT .....	6
1. DEFINITIONS .....	6
2. TERM OF CONTRACT .....	17
22. DELTA WATER CHARGE .....	18
23. TRANSPORTATION CHARGE .....	33
24. TRANSPORTATION CHARGE -- CAPITAL COMPONENTS .....	37
25. TRANSPORTATION CHARGE -- MINIMUM OPERATION, MAINTENANCE, POWER, AND REPLACEMENT COMPONENT .....	46
26. TRANSPORTATION CHARGE -- VARIABLE OPERATION, MAINTENANCE AND POWER COMPONENT .....	49
27. TRANSPORTATION CHARGE -- REPAYMENT SCHEDULE .....	51
28. DELTA WATER CHARGE AND TRANSPORTATION CHARGE -- REDETERMINATION .....	52
29. TIME AND METHOD OF PAYMENT OF DELTA WATER CHARGE AND TRANSPORTATION CHARGE .....	56
50. WATER SYSTEM FACILITY REVENUE BOND FINANCING COSTS .....	59
51. FINANCIAL ADJUSTMENTS .....	64
NEW CONTRACT ARTICLE .....	76
61. FINANCIAL ACCOUNTS AND ACTIVITIES .....	76
NEW CONTRACT APPENDIX .....	82
APPENDIX B .....	82
AMENDMENT IMPLEMENTING AND ADMINISTRATIVE PROVISIONS .....	84

## INDEX OF TABLES

B - PROJECTED ALLOCATIONS TO AGENCY OF PROJECT CONSERVATION FACILITY CAPITAL COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE .....	24
C - PROJECTED CHARGES TO AGENCY UNDER THE CAPITAL COMPONENT OF THE DELTA WATER CHARGE FOR COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE.....	26
D - DELTA WATER CHARGE -- ESTIMATED MINIMUM OPERATION, MAINTENANCE, POWER AND REPLACEMENT COMPONENT FOR COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE .....	27
E - DELTA WATER CHARGE -- ESTIMATED VARIABLE OPERATION, MAINTENANCE AND POWER COMPONENT FOR COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE.....	28
F - REPAYMENT SCHEDULE -- DELTA WATER CHARGE FOR COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE.....	29
G - PROJECT TRANSPORTATION FACILITIES NECESSARY TO DELIVER WATER TO AGENCY .....	35
H - PROJECTED ALLOCATIONS OF CAPITAL COSTS INCURRED PRIOR TO THE BILLING TRANSITION DATE OF PROJECT TRANSPORTATION FACILITIES TO AGENCY.....	38
I - TRANSPORTATION CHARGE FOR COSTS INCURRED PRIOR TO THE BILLING TRANSITION DATE -- CAPITAL COST COMPONENT .....	39
J - PROJECTED ALLOCATIONS TO AGENCY OF PROJECT TRANSPORTATION FACILITY CAPITAL COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE .....	41
K - PROJECTED CHARGES UNDER THE CAPITAL COMPONENT OF THE TRANSPORTATION CHARGE FOR COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE TO AGENCY .....	42
L - RELEVANT VALUES THAT SHALL SERVE AS THE BASIS FOR ALLOCATION OF ALL TRANSPORTATION CHARGE COSTS.....	44
M - TRANSPORTATION CHARGE -- MINIMUM OPERATION MAINTENANCE, POWER, AND REPLACEMENT COMPONENT.....	48
N - TRANSPORTATION CHARGE -- ESTIMATED VARIABLE OPERATION, MAINTENANCE, AND POWER COMPONENT .....	51
O - REPAYMENT SCHEDULE -- TRANSPORTATION CHARGE.....	52

## RECITALS

- A. The State and the Agency entered into and subsequently amended a water supply contract (the “contract”), dated December 26, 1963, providing that the State shall supply certain quantities of water to the Agency and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and
- B. Article 2 of the contract provides that the contract shall remain in effect for the longest of the following: (1) the project repayment period, which, as defined in the contract, is to end on December 31, 2035; (2) 75 years from the original date of the contract; and (3) the period ending with the latest maturity date of any bond issue used to finance the construction costs of project facilities; and
- C. The longest of the above referenced periods in Article 2 would have ended in this contract on December 26, 2038; and
- D. Article 4 of the contract provides that the Agency, by written notice to the State at least six (6) months prior to the expiration of the term of the contract (as specified in Article 2), may elect to receive continued service under the contract under certain conditions specified therein and under other terms and conditions that are reasonable and mutually agreed upon by the State and the Agency; and
- E. The State and representatives of certain State Water Project Contractors have negotiated and executed a document (Execution Version dated June 18, 2014), the subject of which is “Agreement in Principle Concerning Extension of the State Water Project Water Supply Contracts” (the “Agreement in Principle”); and
- F. The Agreement in Principle describes the terms and conditions of the continued service upon which the State and certain State Water Project Contractors mutually proposed to develop contractual amendments consistent with the Agreement In Principle; and
- G. The State and Contractors subsequently prepared an amendment to their respective contracts to implement the provisions of the Agreement in Principle, and such amendment was named the “Amendment for Continued Service and the Terms and Conditions Thereof”; and

- H. The State and the Agency desire to implement continued service under the contract under the terms and conditions of this Amendment for Continued Service and the Terms and Conditions Thereof to the water supply contract; and
- I. The Agency's execution of this Amendment for Continued Service and the Terms and Conditions Thereof is the equivalent of the Agency's election under Article 4 to receive continued service under the contract under the conditions provided in Article 4, and the mutually agreed terms and conditions herein are the other reasonable and equitable terms and conditions of continued service referred to in Article 4.

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

### **AMENDED CONTRACT TEXT**

**I. ARTICLES 1, 2, 22 THROUGH 29, 50 AND 51 ARE DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:**

**1. DEFINITIONS.**

When used in this contract, the following terms shall have the meanings hereinafter set forth:

(a) **“Additional Project Conservation Facilities”** shall mean the following facilities and programs, which will serve the purpose of preventing any reduction in the Minimum Project Yield as hereinafter defined:

(1) Those Project Facilities specified in Section 12938 of the Water Code;

(2) Those facilities and programs described in (A), (B), (C), (D), and (E) below which, in the State's determination, are engineeringly feasible and capable of producing Project Water which is economically competitive with alternative new water supply sources, *provided* that in the State's determination, the construction and operation of such facilities and programs will not interfere with the requested deliveries of Annual Table A Amount to any Contractor other than the sponsoring Contractor, and will not result in any greater annual charges to any Contractor other than the sponsoring Contractor than would have occurred with the construction at the same time of alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct.

The following facilities and programs shall hereinafter be referred to as “Local Projects”:

(A) On-stream and off-stream surface storage reservoirs not provided for in Section 12938 of the Water Code, that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(B) Groundwater storage facilities that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(C) Waste water reclamation facilities that will produce Project Water for the System for a period of time agreed to by the sponsoring

Contractor;

(D) Water and facilities for delivering water purchased by the State for the System for a period of time agreed to by the sponsoring Contractor; *provided* that the economic test specified herein shall be applied to the cost of these facilities together with the cost of the purchased water; and

(E) Future water conservation programs and facilities that will reduce demands by the sponsoring Contractor for Project Water from the System for a period of time agreed to by the sponsoring Contractor and will thereby have the effect of increasing Project Water available in the Delta for distribution.

(3) Whether a Local Project described in (2) above shall be considered economically competitive shall be determined by the State by comparing, in an engineering and economic analysis, such Local Project with alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct. The analysis for such alternative new water supply sources shall use the average cost per acre-foot of yield in the latest studies made for such sources by the State and shall compare those facilities with the proposed Local Project using commonly accepted engineering economics. In the case of a Local Project to be funded in part by the State as part of the System and in part from other sources, the economic analysis specified herein shall be applied only to the portion to be funded by the State as part of the System.

(4) The Local Projects in (2) above shall not be constructed or implemented unless or until:

(A) The sponsoring Contractor signs a written agreement with the State which:

- (i) Contains the sponsoring Contractor's approval of such facility or program;
- (ii) Specifies the yield and the period of time during which the water from the Local Project shall constitute Project Water; and
- (iii) Specifies the disposition of such Local Project or of the yield from such Local Project upon the expiration of such period of time.

(B) All Contractors within whose boundaries any portion of such Local Project is located, and who are not sponsoring Contractors for such

Local Project give their written approval of such Local Project.

(5) “Sponsoring Contractor” as used in this Article 1(a) shall mean the Contractor or Contractors who either will receive the yield from facilities described in 2(A), (B), (C), or (D) above, or agree to reduce demands for Project Water from the System pursuant to 2(E) above.

(6) In the event of a shortage in water supply within the meaning of Article 18(a), the determination of whether to count, in whole or in part, the yield from facilities described in 2(A), (B), (C), or (D) above, or the reduced demand from future conservation programs described in 2(E) above in the allocation of deficiencies among Contractors will be based on a project-by-project evaluation taking into consideration such factors as any limitation on the use of the water from such facilities and whether the sponsoring Contractor has access to Project Water from the Delta as an alternate to such facilities.

(b) “**Agricultural Use**” shall mean any use of water primarily in the production of plant crops or livestock for market, including any use incidental thereto for domestic or stock-watering purposes.

(c) “**Annual Table A Amount**” shall mean the amount of Project Water set forth in Table A of this Contract that the State, pursuant to the obligations of this contract and applicable law, makes available for delivery to the Agency at the delivery structures provided for the Agency. The term Annual Table A Amount shall not be interpreted to mean that in each year the State will be able to make that quantity of Project Water available to the Agency. The Annual Table A Amounts and the terms of this contract reflect an expectation that under certain conditions only a lesser amount, allocated in accordance with this contract, may be made available to the Agency. This recognition that full Annual Table A Amounts will not be deliverable under all conditions does not change the obligations of the State under this contract, including but not limited to, the obligations to make all reasonable efforts to complete the Project Facilities, to perfect and protect water rights, and to allocate among Contractors the supply available in any year, as set forth in Articles 6(b), 6(c), 16(b) and 18, in the manner and subject to the terms and conditions of those articles and this contract. Where the term “annual entitlement” appears elsewhere in this contract, it shall mean “Annual Table A Amount.” The State agrees that in future amendments to this and other Contractor’s contracts, in lieu of the term “annual entitlement,” the term “Annual Table A

Amount" will be used and will have the same meaning as "annual entitlement" wherever that term is used.

(d) **"Area of Origin Statutes"** shall mean Sections 10505 and 11460 through 11463 of the Water Code as now existing or hereafter amended.

(e) **"Article 51(e) Amounts"** shall mean the annual amounts determined pursuant to Article 51(e)(1).

(f) **"Billing Transition Date"** shall mean January 1 of the first calendar year starting at least six (6) months after the Contract Extension Amendment Effective Date.

(g) **"Burns-Porter Bond Act"** shall mean the California Water Resources Development Bond Act, comprising Chapter 8, commencing at Section 12930, of Part 6 of Division 6 of the Water Code, as enacted in Chapter 1762 of the Statutes of 1959.

(h) **"Capital Costs"** shall mean all costs incurred subsequent to authorization of a facility for construction by the Legislature or by administrative action pursuant to Section 11290 of the Water Code and to the Burns-Porter Bond Act, including those so incurred prior to the beginning of the Project Repayment Period as herein defined and any accrued unpaid interest charges thereon at the rates specified herein, which are properly chargeable to the construction of and the furnishing of equipment for the facilities of the System, including the costs of surveys, engineering studies, exploratory work, designs, preparation of construction plans and specifications, acquisition of lands, easements and rights-of-way, and relocation work, all as shown upon the official records of the Department of Water Resources.

(i) **"Carry-over Table A Water"** shall mean water from a Contractor's Annual Table A Amount for a respective year, which is made available for delivery by the State in the next year pursuant to Article 12(e).

(j) **"Central Valley Project Act"** shall mean the Central Valley Act comprising Part 3, commencing at Section 11100, of Division 6 of the Water Code.

(k) **"Contract Extension Amendment"** shall mean the substantially similar amendments to the Contractors' Water Supply Contracts that include, among other things, an extension of the term of the contract to December 31, 2085.

(l) **"Contract Extension Amendment Effective Date"** shall mean the date on which the Contract Extension Amendment becomes effective with regard to this contract. The State shall provide a written notice to the Agency specifying the Contract Extension Amendment Effective Date once the applicable conditions set out in the Contract Extension Amendment have been met.

(m) **"Contractor"** shall mean any entity that has executed, or is an assignee of, a contract of the type published in Department of Water Resources Bulletin No. 141,

dated November 1965, with the State for a dependable supply of water made available by the System, except such water as is made available by the facilities specified in Section 12934(d)(6) of the Water Code, as such contracts have been amended from time to time.

(n) **“Delta”** shall mean the Sacramento-San Joaquin Delta as defined in Section 12220 of the Water Code on the date of approval of the Burns-Porter Bond Act by the voters of the State of California.

(o) **“East Branch Aqueduct”** shall mean that portion of the San Joaquin Valley-Southern California Aqueduct specified in Section 12934(d)(2) of the Water Code extending from the South Portal of the Tehachapi Tunnels to a terminus in the vicinity of Perris, Riverside County.

(p) **“Economic Useful Life”** shall mean the period during which the State expects to derive economic benefit from using an asset, as determined by the State.

(q) **“Financial Information System”** shall mean the system of record designated by the State as the authoritative source for the recording of all financial data values relating to the System.

(r) **“Financing Costs”** shall mean the following:

(1) principal of and interest on Revenue Bonds,

(2) debt service coverage required by the applicable bond resolution or indenture in relation to such principal and interest,

(3) deposits to reserves required by the bond resolution or indenture in relation to such Revenue Bonds, and

(4) premiums for insurance or other security obtained in relation to such Revenue Bonds.

(s) **“Incurred”** shall mean the following with respect to the timing of a cost:

(1) Capital Costs and operation, maintenance, and power costs allocated irrespective of the amount of Project Water delivered to the Contractors are “Incurred” when the expenditure for the good, service or other consideration is recorded in the State’s financial information system, regardless of the date the good, service or other consideration is provided; and

(2) operation, maintenance, and power costs allocated in an amount which is dependent upon and varies with the amount of Project Water delivered to the Contractors are “Incurred” when the good, service or other consideration is provided, regardless of when the expenditure for the good, service or other

consideration is recorded in the financial information system.

(t) **“Initial Project Conservation Facilities”** shall mean the following Project Facilities specified in Section 12934(d) of the Water Code:

(1) All those facilities specified in subparagraph (1) thereof.

(2) Those facilities specified in subparagraph (3) thereof to the extent that they serve the purposes of water conservation in the Delta, water supply in the Delta, and transfer of water across the Delta.

(3) A reservoir near Los Banos in Merced County as specified in subparagraph (2) thereof.

(4) The reach of the San Joaquin Valley-Southern California Aqueduct extending from the Delta to a reservoir near Los Banos in Merced County, to the extent required for water conservation through conveyance of water diverted from the Delta to offstream storage in such reservoir as determined by the State.

(5) Those facilities specified in subparagraph (5) thereof which are incidental to the facilities included under (1), (2), (3), and (4) above.

(6) Those facilities specified in subparagraph (7) thereof which are necessary and appurtenant to the facilities included under (1), (2), (3), (4), and (5) above.

(u) **“Interruptible Water”** shall mean Project Water available as determined by the State that is not needed for fulfilling Contractors’ Annual Table A Amount deliveries as set forth in their water delivery schedules furnished pursuant to Article 12 or for meeting project operational requirements, including storage goals for the current or following years.

(v) **“Manufacturing Use”** shall mean any use of water primarily in the production of finished goods for market.

(w) **“Maximum Annual Table A Amount”** shall mean the maximum annual amount set forth in Table A of this contract, and where the term “maximum annual entitlement” appears elsewhere in this contract it shall mean “Maximum Annual Table A Amount.”

(x) **“Minimum Project Yield”** shall mean the dependable annual supply of project water to be made available assuming completion of the initial project conservation facilities and additional project conservation facilities. The project’s capability of providing the Minimum Project Yield shall be determined by the State on the basis of coordinated operations studies of initial project conservation facilities and additional project conservation facilities, which studies shall be based upon factors

including but not limited to:

(1) the estimated relative proportion of deliveries for agricultural use to deliveries for municipal use assuming Maximum Annual Table A Amounts for all Contractors and the characteristic distributions of demands for these two uses throughout the year; and

(2) agreements now in effect or as hereafter amended or supplemented between the State and the United States and others regarding the division of utilization of waters of the Delta or streams tributary thereto.

(y) **“Monterey Amendment”** shall mean the substantially similar amendments to Contractors’ Water Supply Contracts that included, among other provisions, the addition of Articles 51 through 56.

(z) **“Municipal Use”** shall mean all those uses of water common to the municipal water supply of a city, town, or other similar population group, including uses for domestic purposes, uses for the purposes of commerce, trade or industry, and any other use incidental thereto for any beneficial purpose.

(aa) **“Nonproject Water”** shall mean water made available for delivery to Contractors that is not Project Water as defined in Article 1(ah).

(ab) **“Project Facilities”** shall mean those facilities of the System which will, in whole or in part, serve the purposes of this contract by conserving water and making it available for use in and above the Delta and for export from the Delta and from such additional facilities as are defined in Article 1(a)(2), and by conveying water to the Agency. Such Project Facilities shall consist specifically of “Project Conservation Facilities” and “Project Transportation Facilities”, as hereinafter defined.

(ac) **“Project Conservation Facilities”** shall mean such Project Facilities as are presently included, or as may be added in the future, under 1(a) and 1(t).

(ad) **“Project Interest Rate”** shall mean the following:

(1) Prior to the Billing Transition Date, the weighted average interest rate on bonds, advances, or loans listed in this section to the extent the proceeds of any such bonds, advances, or loans are for construction of the State Water Facilities defined in Section 12934(d) of the Water Code, the additional project conservation facilities, and the supplemental conservation facilities (except off-aqueduct power facilities; water system facilities; advances for delivery structures, measuring devices and excess capacity; and East Branch Enlargement Facilities). The Project Interest Rate shall be calculated as a decimal fraction to five places by dividing (i) the total interest cost required to be paid or credited by the State during the life of the indebtedness or advance by (ii) the total

of the products of the various principal amounts and the respective terms in years of all such amounts. The bonds, advances, or loans used in calculating the project interest rate shall be:

- (A) General obligation bonds issued by the State under the Bond Act, except that any premium received on the sale of these bonds shall not be included in the calculation of the project interest rate,
- (B) Revenue Bonds issued after May 1, 1969,
- (C) Bonds issued by the State under any other authority granted by the Legislature or the voters,
- (D) Bonds issued by any agency, district, political subdivision, public corporation, or nonprofit corporation of this State,
- (E) Funds advanced by any Contractor without the actual incurring of bonded debt therefore, for which the net interest cost and terms shall be those which would have resulted if the Contractor had sold bonds for the purpose of funding the advance, as determined by the State,
- (F) Funds borrowed from the General Fund or other funds in the Treasury of the State of California, for which the total interest cost shall be computed at the interest rate earned over the period of such borrowing by moneys in the Surplus Money Investment Fund of such Treasury invested in securities, and
- (G) Any other financing capability available in the Treasury of the State of California at whatever interest rate and other financing costs are provided in the law authorizing such borrowing. However, the use of other financing from the State Treasury is intended to involve only short term borrowing at interest rates and other financing costs no greater than those charged to other State agencies during the same period until such time as the Department can sell bonds and reimburse the source of the short term borrowing from the proceeds of the bond sale.

(2) On and after the Billing Transition Date, the Project Interest Rate shall be four and six hundred and ten thousandths percent (4.610%) per annum.

(ae) **“Project Repayment Period”** shall mean that period of years commencing on January 1, 1961, and extending until December 31, 2035.

(af) **“Project Revenues”** shall mean revenues derived from the service of Project Water to Contractors and others, and from the sale or other disposal of electrical energy generated in connection with operation of Project Facilities.

(ag) **“Project Transportation Facilities”** shall mean the following Project Facilities:

(1) All those facilities specified in subparagraph (2) of Section 12934(d) of the Water Code except: The reservoir near Los Banos in Merced County; the reach of the San Joaquin Valley-Southern California Aqueduct extending from the Delta to the reservoir near Los Banos in Merced County, to the extent required for water conservation as determined by the State; the North Bay Aqueduct extending to a terminal reservoir in Marin County; the South Bay Aqueduct extending to terminal reservoirs in the Counties of Alameda and Santa Clara; the Pacheco Pass Tunnel Aqueduct extending from a reservoir near Los Banos in Merced County to a terminus in Pacheco Creek in Santa Clara County; and the Coastal Aqueduct beginning on the San Joaquin Valley-Southern California Aqueduct in the vicinity of Avenal, Kings County, and extending to a terminus at the Santa Maria River.

(2) Facilities for the generation and transmission of electrical energy of the following types:

(A) Hydroelectric generating and transmission facilities, whose operation is dependent on the transportation of Project Water, or on releases to channels downstream of Project Facilities defined under (1) above. Such facilities shall be called “project aqueduct power recovery plants”, and

(B) All other generating and associated transmission facilities, except those dependent on water from Project Conservation Facilities, for the generation of power. These facilities shall be called “off-aqueduct power facilities” and shall consist of the State’s interest in the Reid-Gardner and any other generating and associated transmission facilities, constructed or financed in whole or in part by the State, which are economically competitive with alternative power supply sources as determined by the State.

(3) Those facilities specified in subparagraph (7) of Section 12934(d) of the Water Code which are necessary and appurtenant to the facilities included under (1) and (2) above.

(ah) **“Project Water”** shall mean water made available for delivery to the Contractors by the Project Conservation Facilities and the Project Transportation Facilities included in the System.

(ai) **“Revenue Bonds”** shall mean the following types of instruments payable from the sources provided in the Central Valley Project Act: revenue bonds, notes, refunding bonds, refunding notes, bond anticipation notes, certificates of indebtedness,

and other evidences of indebtedness.

(aj) **“Subject to Approval by the State”** shall mean subject to the determination and judgment of the State as to acceptability.

(ak) **“Supplemental Conservation Facilities”** shall mean those facilities provided for in Section 12938 of the Water Code which will serve the purpose of supplying water in addition to the Minimum Project Yield and for meeting local needs.

(al) **“Supplemental Water”** shall mean water made available by Supplemental Conservation Facilities, in excess of the Minimum Project Yield.

(am) **“System”** shall mean the State Water Resources Development System as defined in Section 12931 of the Water Code.

(an) **“System Revenue Account”** shall mean the special account created pursuant to Water Code Section 12937(b) into which are deposited all revenues derived from the sale, delivery or use of water or power and all other income or revenue, derived by the State, from the System, with the exception of revenue attributable to facilities financed with revenue bonds issued pursuant to the Central Valley Project Act (Water Code Section 11100 et seq.).

(ao) **“Water Supply Contract”** shall mean one of the contracts described in the definition of Contractor in Article 1(m).

(ap) **“Water System Facilities”** shall mean the following facilities to the extent that they are financed with Revenue Bonds or to the extent that other financing of such facilities is reimbursed with proceeds from Water System Facility Revenue Bonds:

(1) The North Bay Aqueduct,

(2) The Coastal Branch Aqueduct,

(3) Delta Facilities, including Suisun Marsh facilities, to serve the purposes of water conservation in the Delta, water supply in the Delta, transfer of water across the Delta, and mitigation of the environmental effects of Project Facilities, and to the extent presently authorized as project purposes, recreation and fish and wildlife enhancement,

(4) Local projects as defined in Article 1(a)(2) designed to develop no more than 25,000 acre-feet of project yield from each project,

(5) Land acquisition prior to December 31, 1995, for the Kern Fan Element of the Kern Water Bank,

- (6) Additional pumps at the Banks Delta Pumping Plant,
- (7) The transmission line from Midway to Wheeler Ridge Pumping Plant,
- (8) Repairs, additions, and betterments to Project Facilities,
- (9) A Project Facilities corporation yard,
- (10) A Project Facilities operation center, and
- (11) Capital projects which are approved in writing by the State and eighty (80) percent of the affected Contractors as "Water System Facilities", *provided* that the approving Contractors' Table A amounts exceed eighty (80) percent of the Table A amounts representing all affected Contractors and *provided further* that "affected Contractors" for purposes of this subdivision (11) shall mean those Contractors which would be obligated to pay a share of the debt service on Revenue Bonds issued to finance such project.

(aq) **"Water System Facility Revenue Bonds"** shall mean Revenue Bonds issued after January 1, 1987 for Water System Facilities identified in Article 1(ap).

(ar) **"West Branch Aqueduct"** shall mean that portion of the San Joaquin Valley-Southern California Aqueduct specified in Section 12934(d)(2) of the Water Code extending from the South Portal of the Tehachapi Tunnels to a terminus in the vicinity of Newhall, Los Angeles County.

(as) **"Year"** shall mean the 12-month period from January 1 through December 31, both dates inclusive.

(at) **"Year of Initial Water Delivery"** shall mean the year when Project Water will first be available for delivery to a Contractor pursuant to its contract with the State.

## **2. TERM OF CONTRACT.**

This contract shall become effective on the date first above written and shall remain in effect for the longer of the following:

1. December 31, 2085, or
2. The period ending with the latest maturity date of any bond issue used to finance the construction costs of Project Facilities.

## 22. DELTA WATER CHARGE

The payments to be made by each Contractor shall include an annual charge designated as the Delta Water Charge, which shall be separately calculated and stated for costs Incurred prior to the Billing Transition Date and costs Incurred on or after the Billing Transition Date.

### (a) Delta Water Charge for Costs Incurred Prior to the Billing Transition

**Date.** The provisions of this subdivision (a) shall apply only to costs Incurred prior to the Billing Transition Date.

(1) *Recovery of Costs of Project Conservation Facilities.* The Delta Water Charge for costs Incurred prior to the Billing Transition Date, together with the total revenues derived prior to the Billing Transition Date from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities, shall return to the State during the Project Repayment Period all costs of the Project Conservation Facilities Incurred prior to the Billing Transition Date, including capital, operation, maintenance, power, and replacement costs, which are allocated to the purpose of water conservation in, above, and below the Delta pursuant to subdivisions (c)(1) through (c)(3) of this article.

(2) *Components of Charge.* For each Contractor receiving Project Water in any year through December 31, 1969, the Delta Water Charge shall be the product of \$3.50 and the Contractor's Annual Table A Amount for the respective year. For each Contractor receiving Project Water in the year 1970, the Delta Water Charge shall be the product of \$6.65 and the Contractor's Annual Table A Amount for that year. The \$6.65 rate for the year 1970 shall consist of a capital component of \$5.04 and a minimum operation, maintenance, power and replacement component of \$1.61. For each Contractor receiving Project Water in the year 1971, the Delta Water Charge shall be the product of \$7.24 and the Contractor's Annual Table A Amount for that year. The \$7.24 rate for the year 1971 shall consist of a capital component of \$5.44 and a minimum operation, maintenance, power and replacement component of \$1.80.

After December 31, 1971, the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall consist and be the sum of the following components as these are computed in accordance with subdivisions (a)(3) and (a)(4) of this article: a capital component; a minimum operation, maintenance, power and replacement component; and a variable operation, maintenance, power and replacement component.

(3) *Charge Components Expressed as Rates.* The Capital Cost, the minimum operation, maintenance, power, and replacement, and the variable operation, maintenance, power, and replacement components of the Delta Water

Charge for costs Incurred prior to the Billing Transition Date, together with that portion of the revenues derived prior to the Billing Transition Date from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities which is allocated by the State to repayment of the respective category of costs, shall return to the State during the Project Repayment Period, respectively, the following categories of the costs allocated to the purpose of water conservation in, above, and below the Delta pursuant to subdivisions (c)(1) through (c)(3) of this article:

(A) Capital Costs;

(B) operation, maintenance, power, and replacement costs Incurred irrespective of the amount of Project Water delivered to the Contractors; and

(C) operation, maintenance, power, and replacement costs Incurred in an amount which is dependent upon and varies with the amount of Project Water delivered to the Contractors;

*provided that each of the above categories of costs shall be inclusive of the appropriate costs properly chargeable to the generation and transmission of electrical energy in connection with operation of Project Conservation Facilities. Each component of the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall be computed on the basis of a rate which, when charged during the Project Repayment Period for each acre-foot of the sum of the yearly totals of Annual Table A Amounts of all Contractors, will be sufficient, together with that portion of the revenues derived prior to the Billing Transition Date from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities which is allocated by the State to repayment of the respective category of costs, to return to the State during the Project Repayment Period all costs included in the respective category of costs covered by that component. Each such rate shall be computed in accordance with the following formula:*

$$\frac{(c_1 - r_1)(1 + i)^{-1} + (c_2 - r_2)(1 + i)^{-2} + \cdots + (c_n - r_n)(1 + i)^{-n}}{e_1(1 + i)^{-1} + e_2(1 + i)^{-2} + \cdots + e_n(1 + i)^{-n}}$$

Where:

$i$  = The Project Interest Rate.

*c* = The total costs included in the respective category of costs and Incurred during the respective year of the Project Repayment Period (prior to the Billing Transition Date).

*r* = That portion of the revenues derived from the sale or other disposal of electrical energy allocated by the State to repayment of the costs included in the respective category and Incurred during the respective year of the Project Repayment Period (prior to the Billing Transition Date).

1, 2, and *n*

appearing

below

*c* and *r* = The respective year of the Project Repayment Period during which the costs included in the respective category are Incurred, *n* being the last year of the Project Repayment Period.

*e* = With respect to the Capital Cost and minimum operation, maintenance, power, and replacement components, the total of Annual Table A Amounts of all Contractors for the respective year of the Project Repayment Period.

*e* = With respect to the variable operation, maintenance, power, and replacement component, the total of the amounts of Project Water delivered to all Contractors for the respective year of the expired portion of the Project Repayment Period, together with the total of Annual Table A Amounts of all Contractors for the respective year of the unexpired portion of the Project Repayment Period.

1, 2, and *n*

appearing

below *e* = The respective year of the Project Repayment Period in which the Annual Table A Amounts or Project Water deliveries occur, *n* being the last year of the Project Repayment Period.

*n* used

as an

exponent = The number of years in the Project Repayment Period.

---

(4) *Determination of Charge Components.* The Capital Cost and minimum operation, maintenance, power, and replacement components of the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall be the product of the appropriate rate computed under subdivision (a)(3) of this article and the Contractor's Annual Table A Amount for the respective year. The

variable operation, maintenance, and power component of the charge shall be the product of the appropriate rate computed under subdivision (a)(3) of this article and the number of acre-feet of Project Water delivered to the Contractor during the respective year; *provided*, that when Project Water has been requested by a Contractor and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the Contractor to accept delivery thereof, such variable component during such period shall be the product of such rate per acre-foot and the sum of the number of acre-feet of Project Water delivered to the Contractor and the number of acre-feet wasted.

(5) *Redetermination of Rates.* The rates to be used in determining the components of the Delta Water Charge pursuant to subdivision (a)(4) of this article and to become effective on January 1, 1970, shall be computed by the State in accordance with subdivision (a)(3) of this article prior to that date. Such computation shall include an adjustment which shall account for the difference, if any, between revenues received by the State under the Delta Water Charge prior to January 1, 1970, and revenues which would have been received under the charge prior to that date had it been computed and charged in accordance with subdivisions (a)(3) and (4) of this article. Upon such computation, a document establishing such rates shall be prepared by the State and attached to this contract as an amendment of this article. The State shall recompute such rates each year thereafter, and each such recomputation shall take account of and reflect increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State Incurred to construct the Project Conservation Facilities described in subdivisions (c)(1) through (c)(3) of this article, Annual Table A Amounts, deliveries of Project Water, Project Interest Rate, revenues from the sale or other disposal of electrical energy, and all other factors which are determinative of such rates. In addition, each such recomputation shall include an adjustment of the rates for succeeding years which shall account for the differences, if any, between projections of costs used by the State in determining such rates for all preceding years, and actual costs Incurred by the State during such years. Upon each such recomputation, an appropriately revised copy of the document establishing such rates shall be prepared by the State and attached to this contract as an amendment of this article.

(6) *Water System Facility Revenue Bond Charges.* Notwithstanding provisions of Article 22(a)(1) through (5), the capital and the minimum operation, maintenance, power and replacement component of the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall include an annual charge to recover the Agency's share of the portion of the Water System Facility Revenue Bond Financing Costs allocable to Project Conservation Facilities for Capital Costs Incurred prior to the Billing Transition Date. Charges to the Agency for these costs shall be calculated in accordance with Article 50(a).

**(b) Delta Water Charge for Costs Incurred On or After the Billing Transition Date.**

**Transition Date.** The provisions of this subdivision (b) of this article shall apply only to costs Incurred on or after the Billing Transition Date.

*(1) Components of the Delta Water Charge for Costs Incurred On or After the Billing Transition Date.* The Delta Water Charge for costs Incurred on or after the Billing Transition Date shall consist of the following components as these are computed in accordance with subdivisions (b)(2) through (b)(4) of this article:

(A) Capital component,

(B) Minimum operation, maintenance, power, and replacement component, and

(C) Variable operation, maintenance, and power component.

*(2) Determination of Charge Components.* These three components of the Delta Water Charge for each calendar year, together with that portion of the revenues derived during such calendar year from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities which is allocated by the State to repayment of the respective category of costs, shall return to the State during such calendar year the following categories, respectively, of the costs allocated pursuant to subdivisions (c)(1) through (c)(3) of this article to the purpose of water conservation in, above, and below the Delta.

(A) the capital component consisting of Capital Costs of Project Conservation Facilities to be recovered during such calendar year as and to the extent provided in subdivision (b)(3) of this article,

(B) the minimum operation, maintenance, power, and replacement component consisting of operation, maintenance, power, replacement costs of Project Conservation Facilities Incurred during such calendar year irrespective of the amount of Project Water delivered to the Contractors, and

(C) the variable operation, maintenance, and power component consisting of operation, maintenance, and power costs of Project Conservation Facilities Incurred during such calendar year in an amount

which is dependent upon and varies with the amount of Project Water delivered to the Contractors;

*provided* that each of the above categories of costs shall be inclusive of the appropriate costs properly chargeable to the generation and transmission of electrical energy in connection with operation of Project Conservation Facilities; and *provided further* that revenues generated in connection with the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities shall not reduce or be credited against charges pursuant to subdivision (b)(3)(D)(i) of this article (charges for Water System Facility Revenue Bond Financing Costs).

(3) *Categories of Capital Costs.*

(A) The amount of the capital component of the Delta Water Charge shall be determined in three steps as follows:

(i) first, an allocation to the Agency of Capital Costs of Project Conservation Facilities as provided in subdivisions (c)(1) through (c)(3) of this article,

(ii) second, a determination of the type and source of payment of each Capital Cost in accordance with subdivision (b)(3)(B) of this article, and

(iii) third, a computation of the annual payment to be made by the Agency as provided in subdivision (b)(3)(C) and (b)(3)(D) of this article.

(B) Annual Capital Costs of Project Conservation Facilities shall be divided into five categories of type and source of payment:

(i) Project Conservation Facility Capital Costs paid with the proceeds of Water System Facility Revenue Bonds,

(ii) Project Conservation Facility Capital Costs to be paid with the proceeds of Bonds issued under the Burns-Porter Bond Act,

(iii) Project Conservation Facility Capital Costs to be paid with amounts in the SWRDS Reinvestment Account,

(iv) Project Conservation Facility Capital Costs to be paid annually for assets that will have a short Economic Useful Life or the costs of which are not substantial, and

(v) Project Conservation Facility Capital Costs prepaid by the Agency.

(C) The projected amounts of Project Conservation Facility Capital Costs in each such category to be allocated annually to the Agency shall be determined by the State in accordance with the cost allocation principles and procedures set forth in subdivision (c)(1) through (c)(3) and (b)(6) of this article, which principles and procedures shall be controlling as to allocations of Capital Costs to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such projected amounts will be set forth in Table B by the State.

**TABLE B**  
**PROJECTED ALLOCATIONS TO**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**OF PROJECT CONSERVATION FACILITY CAPITAL COSTS INCURRED ON OR**  
**AFTER THE BILLING TRANSITION DATE**

Year	Projected Allocations in Thousands of Dollars				
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial	Costs Prepaid by the Agency
1*					
2					
3					

\* Year commencing with the Billing Transition Date.

(D) The annual amount to be paid by the Agency under the capital component of the Delta Water Charge for each calendar year for costs Incurred on or after the Billing Transition Date shall consist of the following categories:

- (i) Water System Facility Revenue Bonds: a charge determined in accordance with Article 50(b) to recover Water System Facility Revenue Bond Financing Costs Incurred during such calendar year that relate to the financing of Project Conservation Facilities,
- (ii) Burns-Porter Act Bonds: a charge to recover the amount to be paid by the State of California during such calendar year in accordance with the Burns-Porter Bond Act for the principal of and interest on bonds issued under the Burns-Porter Bond Act on or after the Billing Transition Date for Project Conservation Facility Capital Costs,
- (iii) SWRDS Reinvestment Account: a charge determined in accordance with subdivision (b)(5) of Article 61 to amortize Project Conservation Facility Capital Costs Incurred during prior calendar years (but not prior to the Billing Transition Date) that have been paid with amounts from the SWRDS Reinvestment Account, and
- (iv) Capital Assets with Short Economic Life or Costs of which are Not Substantial: a charge to recover the Capital Costs to be Incurred during such calendar year of Project Conservation Facility assets with a short Economic Useful Life or the costs of which are not substantial as determined by the State and any such Capital Costs Incurred but not charged in the prior two calendar years.

(E) The projected amounts of each category of charges to be paid annually by the Agency under this capital component shall be determined by the State in accordance with the cost allocation principles and procedures set forth in this subdivision (b), which principles and procedures shall be controlling as to allocations of types of capital component charges to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table C by the State.

**TABLE C**  
**PROJECTED CHARGES TO**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**UNDER THE CAPITAL COMPONENT OF THE DELTA WATER CHARGE FOR**  
**COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE**

Year	Projected Charges in Thousands of Dollars			
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial
1				
2				
3				

\* Year commencing with the Billing Transition Date.

**(4) *Minimum Operation, Maintenance, Power and Replacement Charge – Determination; Repayment Table.***

The amount to be paid each year by the Agency under the minimum operation, maintenance, power, and replacement component of the Delta Water Charge shall be determined by the State in accordance with the cost allocation principles and procedures set forth in subdivision (b)(6)(A) of this article; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table D by the State.

**TABLE D**  
**DELTA WATER CHARGE -- ESTIMATED MINIMUM OPERATION, MAINTENANCE,  
 POWER AND REPLACEMENT COMPONENT FOR COSTS INCURRED ON OR  
 AFTER THE BILLING TRANSITION DATE**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<b>Year</b>	<b>Total Annual Payment by Agency</b>
1*	
2	
3	
4	

\* Year commencing with the Billing Transition Date.

**(5) *Variable Operation, Maintenance and Power Charge—  
 Determination; Repayment Table.***

The amount to be paid each year by the Agency under the variable operation, maintenance and power component of the Delta Water Charge shall be determined by the State in accordance with the cost allocation principles and procedures set forth in subdivision (b)(6)(B) of this article; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table E by the State.

**TABLE E**  
**DELTA WATER CHARGE -- ESTIMATED VARIABLE OPERATION, MAINTENANCE  
 AND POWER COMPONENT FOR COSTS INCURRED ON OR AFTER THE BILLING  
 TRANSITION DATE**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<b>Year</b>	<b>Total Annual Payment by Agency</b>
1*	
2	
3	
4	

\* Year commencing with the Billing Transition Date.

**(6) Allocation of Charges to the Agency.**

(A) The capital and minimum operation, maintenance, and power components of the Delta Water Charge for each calendar year for costs incurred on or after the Billing Transition Date shall be allocated to the Agency in proportion to the ratio of the Agency's Annual Table A Amount for such calendar year to the total of the Annual Table A Amounts for all Contractors for such calendar year.

(B) The variable operation, maintenance, and power component of the Delta Water Charge for each calendar year for costs incurred on or after the Billing Transition Date shall be allocated to the Agency in proportion to the ratio of the number of acre-feet of Project Water delivered to the Agency during such calendar year to the number of acre-feet of Project Water delivered to all Contractors during such calendar year; *provided* that when Project Water has been requested by a Contractor and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the Contractor to accept delivery thereof, such variable component during such period shall be calculated as if the number of acre-feet wasted had been delivered.

**(7) Delta Water Charge -- Repayment Schedule.**

The amounts to be paid by the Agency for each year on or after the Billing Transition Date under the Capital Cost component, minimum operation, maintenance, power and replacement component and the variable operation, maintenance, and power component of the Delta Water Charge shall be set forth by the State in Table F, which Table F shall constitute a summation of Tables C, D, and E; *provided* that each of the amounts set forth in Table F shall be subject to redetermination by the State in accordance with Article 28; *provided further* that the principles and procedures set forth in this Article 22 shall be controlling

as to such amounts. Such amounts shall be paid by the Agency in accordance with the provisions of Article 29.

**TABLE F**  
**REPAYMENT SCHEDULE -- DELTA WATER CHARGE FOR COSTS INCURRED ON**  
**OR AFTER THE BILLING TRANSITION DATE**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

Year	Capital Cost Component	Minimum Component	Variable Component	Total
1*				
2				
3				
4				

\* Year commencing with the Billing Transition Date.

**(c) Provisions Applicable to the Delta Water Charge for Costs Incurred Both Before and On or After the Billing Transition Date.** The provisions of this subdivision (c) shall be applicable to costs incurred both prior to and on or after the Billing Transition Date.

**(1) Allocation of Costs to Project Purposes.**

**(A)** Prior to the time that Additional Project Conservation Facilities or Supplemental Conservation Facilities are constructed, the Delta Water Charge shall be determined on the basis of an allocation to project purposes, by the separable cost-remaining benefits method, of all actual and projected costs of all those Initial Project Conservation Facilities located in and above the Delta, and upon an allocation to the purposes of water conservation and water transportation, by the proportionate use of facilities method, of all actual and projected costs of the following Project Facilities located below the Delta: The aqueduct intake facilities at the Delta, Pumping Plant I (Harvey O. Banks Delta Pumping Plant), the aqueduct from the Delta to San Luis Forebay (O'Neill Forebay), San Luis Forebay (O'Neill Forebay), and San Luis Reservoir: *provided*, that all of the actual and projected costs properly chargeable to the generation and transmission of electrical energy in connection with operation of Project Conservation Facilities shall be allocated to the purpose of water conservation in, above, and below the Delta; *provided further*, that allocations to purposes the cost of which are to be paid by the United States shall be as determined by the United States.

(B) Wherever reference is made, in connection with the computation, determination, or payment of the Delta Water Charge, to the costs of any facility or facilities included in the System, such reference shall be only to those costs of such facility or facilities that are reimbursable by the Contractors as determined by the State.

(C) The State, in fixing and establishing prices, rates, and charges for water and power, shall include as a reimbursable cost of any state water project an amount sufficient to repay all costs incurred by the State, directly or by contract with other agencies, for the preservation of fish and wildlife and determined to be allocable to the costs of the project works constructed for the development of that water and power, or either. Costs incurred for the enhancement of fish and wildlife or for the development of public recreation shall not be included in the prices, rates, and charges for water and power, and shall be nonreimbursable costs. Such recreational purposes include, but are not limited to, those recreational pursuits generally associated with the out-of-doors, such as camping, picnicking, fishing, hunting, water contact sports, boating, and sightseeing, and the associated facilities of campgrounds, picnic areas, water and sanitary facilities, parking areas, viewpoints, boat launching ramps, and any others necessary to make project land and water areas available for use by the public. In administering this Contract "development of public recreation" shall include recreation capital and operation and maintenance.

(2) *Additional Conservation Facilities.* Commencing in the year in which the State first awards a major construction contract for construction of a major feature of Additional Project Conservation Facilities, or first commences payments under a contract with a federal agency in the event a major feature of Additional Project Conservation Facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the foregoing allocations and upon an allocation to project purposes, by the separable costs-remaining benefits method and subject to the foregoing provisos, of all projected costs of such feature of the Additional Project Conservation Facilities; *provided*, that if the agreement with such federal agency allows repayment of costs of a portion of a facility to be deferred, the associated costs of such portion shall be excluded from the Delta Water Charge computations until repayment of such deferred costs or interest thereon is commenced by the State; *provided, further*, that all costs of Additional Project Conservation Facilities Incurred prior to the award of a major construction contract, shall be included in the Delta Water Charge computations in the year in which they are Incurred.

(3) *Supplemental Conservation Facilities.* Upon the construction of the Supplemental Conservation Facilities, the Delta Water Charge shall be paid by

all Contractors for Supplemental Water, as well as by Contractors for Project Water, and, together with revenues derived from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities and Supplemental Conservation Facilities, shall return to the State, in addition to those costs of the Project Conservation Facilities allocated to the purpose of water conservation, in, above, and below the Delta pursuant to subdivision (c)(1) of this article, all costs of such Supplemental Conservation Facilities, including capital, operation, maintenance, power, and replacement costs which are allocated to the purpose of water conservation, in, above, and below the Delta pursuant hereto. Commencing in the year in which the State first awards a major construction contract for construction of a major feature of any Supplemental Conservation Facilities, or first commences payments under a contract with a federal agency in the event a major feature of Supplemental Conservation Facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the allocations made pursuant to subdivision (c)(1) of this article, and upon an allocation to project purposes, by the separable costs-remaining benefits method and subject to provisos corresponding to those contained in such subdivision (c)(1), of all projected costs of such feature of the Supplemental Conservation Facilities. Commencing in the same year, the computation of the rates to be used in determining the components of the Delta Water Charge shall include the Annual Table A Amounts under all contracts for Supplemental Water. If the repayment period of any bonds sold to construct Supplemental Conservation Facilities or the repayment period under any agreement with a federal agency for repayment of the costs of Supplemental Conservation Facilities constructed by such federal agency extends beyond the repayment period of the contract, the Delta Water Charge shall be determined and redetermined on the basis of such extended repayment period as the State determines to be appropriate; *provided*, that if the agreement with such federal agency allows repayment of costs of a portion of a facility to be deferred, the associated costs of such portion shall be excluded from the Delta Water Charge computations until repayment of such deferred costs or interest thereon is commenced by the State.

(4) *Local Projects.* The determination of the Delta Water Charge shall be made by including the appropriate costs and quantities of water, calculated in accordance with subdivisions (a) and (b) above, for all Additional Project Conservation Facilities as defined in Article 1(a). In the event a Local Project as defined in Article 1(a)(2) will, pursuant to written agreement between the State and the sponsoring Contractor, be considered and treated as an Additional Project Conservation Facility for less than the estimated life of the facility, the Delta Water Charge will be determined on the basis of that portion of the appropriate cost and water supply associated with such facility as the period of time during which such facility shall be considered as an Additional Project Conservation Facility bears to the estimated life of such facility. No costs for the construction or implementation of any Local Project are to be included in the

Delta Water Charge unless and until the written agreement required by Article 1(a) has been entered into.

(5) *Water Purchased By the State.* In calculating the Delta Water Charge under subdivisions (a) and (b) of this article, the component for operation, maintenance, power and replacement costs shall include, but not be limited to, all costs to the State Incurred in purchasing water, which is competitive with alternative sources as determined by the State, for delivery as Project Water.

(6) *Replacement Cost Treatment.* Replacement costs of Project Conservation Facilities shall be treated as either Capital Costs or as minimum operation, maintenance, power, and replacement costs, as determined by the State considering the Economic Useful Life of the asset being replaced and other relevant factors.

## 23. TRANSPORTATION CHARGE.

The payments to be made by each Contractor shall include an annual charge designated as the Transportation Charge, which shall be separately stated and calculated for costs Incurred prior to the Billing Transition Date and costs Incurred on or after the Billing Transition Date.

### (a) **Transportation Charge for Costs Incurred Prior to the Billing Transition Date.**

The provisions of this subdivision (a) and Articles 24(a) and (c), 25 and 26 shall apply to costs Incurred prior to the Billing Transition Date.

(1) *Recovery of Costs of Project Transportation Facilities.* The Transportation Charge for costs Incurred prior to the Billing Transition Date shall return to the State during the Project Repayment Period such costs of all Project Transportation Facilities necessary to deliver Project Water to the Contractor and which are allocated to the Contractor in accordance with the cost allocation principles and procedures hereinafter set forth.

(2) *Components of Transportation Charge for Costs Incurred Prior to the Billing Transition Date.* The Transportation Charge for costs Incurred Prior to the Billing Transition Date shall consist of a capital component; a minimum operation, maintenance, power, and replacement component; and a variable operation, maintenance and power component, as these components are defined in and determined under Articles 24(a) and (c), 25, and 26, respectively.

### (b) **Transportation Charge for Costs Incurred On or After the Billing Transition Date.**

The provisions of this subdivision (b) and Articles 24(b) and (c), 25 and 26 shall apply to costs Incurred on or after the Billing Transition Date.

(1) *Recovery of Costs of Project Transportation Facilities.* The Transportation Charge for costs Incurred on or after the Billing Transition Date shall return to the State during each such calendar year all costs which are Incurred on or after the Billing Transition Date of all Project Transportation Facilities necessary to deliver Project Water to the Agency and which are allocated to the Agency in accordance with the cost allocation principles and procedures hereinafter set forth.

(2) *Components of Transportation Charge.* The Transportation Charge for costs Incurred on or after the Billing Transition Date shall consist of a capital component; a minimum operation, maintenance, and power component; and a variable operation, maintenance, and power component, as these components are defined in and determined under Articles 24(b) and (c), 25, and 26, respectively.

### (c) **Segregation of Aqueduct Reaches for All Transportation Charge Purposes.** For the purpose of allocations of costs among Contractors pursuant to

subdivisions (a) and (b) of this article, and Articles 24, 25 and 26, the Project Transportation Facilities shall be segregated into such aqueduct reaches as are determined by the State to be necessary for such allocations of costs. Subject to such modifications as are determined by the State to be required by reason of any request furnished by the Agency to the State pursuant to Article 17(a) of this contract, or by reason of contracts entered into by the State with other Contractors, the aqueduct reaches of the Project Transportation Facilities, a portion of the costs of which may be allocated to the Agency, are established as provided in Table G; *provided* that those costs of the aqueduct reaches from the Delta through the outlet of San Luis Reservoir which are allocated to the purpose of water conservation in, above, and below the Delta for the purpose of determining the Delta Water Charge, as hereinbefore set forth, shall not be included in the Transportation Charge.

**TABLE G**  
**PROJECT TRANSPORTATION FACILITIES NECESSARY TO DELIVER WATER TO**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

Aqueduct Reach	Major Features of Reach
Upper Reach	Pipeline from Grizzly Valley Dam downstream to elevation about 5,600 feet
Lower Reach	Pipeline from about 5,600 feet elevation to the vicinity of the City of Portola

(This table was labeled Table I in original contract provisions)

**(d) Provisions Applicable to the Transportation Charge for Costs Incurred Both Before and On or After the Billing Transition Date.**

(1) Wherever reference is made, in connection with the computation, determination, or payment of the Transportation Charge, to the allocation or payment of costs of any facility or facilities included in the System, such reference shall be only to those costs of such facility or facilities which are reimbursable by the Contractors as determined by the State.

(2) The State, in fixing and establishing prices, rates, and charges for water and power, shall include as a reimbursable cost of any state water project an amount sufficient to repay all costs incurred by the State, directly or by contract with other agencies, for the preservation of fish and wildlife and determined to be allocable to the costs of the project works constructed for the development of that water and power, or either. Costs incurred for the enhancement of fish and wildlife or for the development of public recreation shall not be included in the prices, rates, and charges for water and power, and shall be nonreimbursable costs. Such recreational purposes include, but are not limited to, those recreational pursuits generally associated with the out-of-doors, such as camping, picnicking, fishing, hunting, water contact sports, boating, and sightseeing, and the associated facilities of campgrounds, picnic areas, water and sanitary facilities, parking areas, viewpoints, boat launching ramps, and any others necessary to make project land and water areas available for use by the public. In administering this Contract "development of public recreation" shall include recreation capital and operation and maintenance.

## 24. TRANSPORTATION CHARGE -- CAPITAL COMPONENTS.

(a) **Transportation Charge Capital Component for Costs Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) shall apply only to Capital Costs Incurred prior to the Billing Transition Date.

(1) *Recovery of Capital Costs of Project Transportation Facilities Incurred Prior to the Billing Transition Date.* The amount of the capital component of the Transportation Charge for Capital Costs Incurred prior to the Billing Transition Date shall be determined in two steps as follows:

(A) first, an allocation of such costs to the Contractor in accordance with subdivision (a)(2) of this article, and

(B) second, a computation of annual payments to be made by the Contractor of such allocated costs and interest thereon, computed at the Project Interest Rate in accordance with subdivision (a)(3) of this article.

(2) *Allocation of Capital Costs of Project Transportation Facilities Incurred Prior to the Billing Transition Date.* The total amount of Capital Costs Incurred prior to the Billing Transition Date of each aqueduct reach to be returned to the State shall be allocated among all Contractors entitled to delivery of Project Water from or through such reach by the proportionate use of facilities method of cost allocation and in accordance with Article 23(c) and subdivision (c)(1) of this article.

The projected amounts of Capital Costs to be allocated annually to the Agency under the capital component of the Transportation Charge shall be determined by the State in accordance with the cost allocation principles and procedures set forth in this subdivision (a) and subdivision (c)(1) of this article, which principles and procedures shall be controlling as to allocations of Capital Costs to the Agency. Such amounts will be set forth in Table H by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a), *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28.

**TABLE H**  
**PROJECTED ALLOCATIONS OF CAPITAL COSTS INCURRED PRIOR TO THE**  
**BILLING TRANSITION DATE OF**  
**PROJECT TRANSPORTATION FACILITIES TO**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<b>Year</b>	<b>Projected Allocation in Thousands of Dollars</b>
1*	
2	
3	
4	

\* Year in which State commences construction of Project Transportation Facilities.  
 (This table was labeled Table C in original contract provisions)

(3) *Determination of Capital Component of Transportation Charge for Costs Incurred Prior to the Billing Transition Date.* The Agency's annual payment of its allocated Capital Costs Incurred prior to the Billing Transition Date and interest thereon, computed at the Project Interest Rate and compounded annually, shall be determined in accordance with a repayment schedule established by the State and determined in accordance with the principles set forth in (A), (B), and (C) below, which principles shall be controlling as to the Agency's payment of its allocated Capital Costs. The Agency's repayment schedule will be set forth in Table I by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that the amounts set forth in Table I shall be subject to redetermination by the State, pursuant to Article 28.

(A) The Agency's annual payment shall be the sum of the amounts due from the Agency on the Agency's allocated Capital Costs for the then current year and for each previous year where each such amount will pay, in not more than fifty (50) equal annual installments of principal and interest, the Agency's allocated Capital Costs for the respective year and interest thereon, computed at the Project Interest Rate and compounded annually.

(B) The Agency may make payments at a more rapid rate if approved by the State.

(C) Such annual Transportation Charge payments shall cease when all allocated Capital Costs and interest thereon, computed at the Project Interest Rate and compounded annually, are repaid.

**TABLE I**  
**TRANSPORTATION CHARGE FOR COSTS INCURRED PRIOR TO THE BILLING**  
**TRANSITION DATE -- CAPITAL COST COMPONENT**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
(In Thousands of Dollars)

Year	Annual Payment of Principal	Annual Interest Payment	Total Annual Payment by Agency
1*			
2**			
3			
4			

\* Year in which State commences construction of Project Transportation Facilities.

\*\* Year of first payment.

(This table was labeled Table D in original contract provisions)

(4) Notwithstanding provisions of subdivisions 24(a)(1) through (a)(3) of this article, the capital component of the Transportation Charge for costs Incurred prior to the Billing Transition Date shall include an annual charge to recover the Agency's share of the portion of Water System Facility Revenue Bond Financing Costs allocable to Project Transportation Facilities. Charges to the Agency for these costs shall be calculated in accordance with Article 50(a).

(5) *Costs Incurred Prior to Date of Contract.* The Agency's allocated capital costs for the year preceding the year of initial payment of the capital component of the Transportation Charge, pursuant to subdivision 24(a)(3) of this article, shall consist of the sum of the Agency's allocated capital costs for each year through such year preceding the year of initial payment, and interest thereon, computed at the project interest rate and compounded annually.

(b) **Transportation Charge Capital Component for Costs Incurred On or After the Billing Transition Date.** The provisions of this subdivision (b) shall apply only to Capital Costs Incurred on or after the Billing Transition Date.

(1) The amount of the capital component of the Transportation Charge for costs Incurred on or after the Billing Transition Date shall be determined in three steps as follows:

- (A) first, an allocation of Capital Costs to the Contractor as provided in subdivision (b)(2) of this article,
- (B) second, a determination of the type and source of payment of each Capital Cost as provided in subdivision (b)(3) of this article, and
- (C) third, a computation of the annual payment to be made by the Contractor as provided in subdivision (b)(4) and (b)(5) of this article.

(2) The total amount of Capital Costs of each aqueduct reach to be returned to the State under the Transportation Charge for costs incurred on or after the Billing Transition Date shall be allocated among all Contractors entitled to delivery of Project Water from or through the reach by the proportionate use of facilities method of cost allocation and in accordance with Article 23(c) and subdivision (c)(1) of this article.

(3) Annual Capital Costs of Project Transportation Facilities shall be divided into five categories of type and source of payment:

- (A) Project Transportation Facility Capital Costs paid with the proceeds of Water System Facility Revenue Bonds,
- (B) Project Transportation Facility Capital Costs paid with the proceeds of bonds issued under the Burns-Porter Bond Act,
- (C) Project Transportation Facility Capital Costs paid with amounts in the SWRDS Reinvestment Account,
- (D) Project Transportation Facility Capital Costs paid annually for assets that will have a short Economic Useful Life or the costs of which are not substantial, and
- (E) Project Transportation Facility Capital Costs prepaid by the Agency.

The projected amounts of Project Transportation Facility Capital Costs of each type to be allocated annually to the Agency shall be determined by the State in accordance with the cost allocation principles and procedures set forth in Article 23(c)(1) through (c)(3) and this subdivision (b)(3), which principles and procedures shall be controlling as to allocations of each type of Capital Costs to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such projected amounts will be set forth in Table J by the State.

**TABLE J**  
**PROJECTED ALLOCATIONS TO**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**OF PROJECT TRANSPORTATION FACILITY CAPITAL COSTS INCURRED ON OR**  
**AFTER THE BILLING TRANSITION DATE**

Year	Allocations in Thousands of Dollars				
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial	Costs Prepaid by the Agency
1*					
2					
3					

\* Year commencing with the Billing Transition Date

(4) The capital component of the Transportation Charge for a calendar year for costs Incurred on or after the Billing Transition Date shall consist of the following to the extent the related Capital Costs are allocated to the Agency:

(A) Water System Facility Revenue Bond: a charge determined in accordance with Article 50(b) to recover Water System Facility Revenue Bond Financing Costs Incurred during such calendar year that relate to the financing of Water System Facilities that are Project Transportation Facilities,

(B) Burns-Porter Act Bonds: a charge to recover the amount to be paid by the State of California during such calendar year in accordance with the Burns-Porter Bond Act for the principal of and interest on bonds issued under the Burns-Porter Bond Act on or after the Billing Transition Date for Project Transportation Facility Capital Costs,

(C) SWRDS Reinvestment Account: a charge determined in accordance with subdivision (b)(5) of Article 61 to amortize Project Transportation Facility Capital Costs Incurred during prior calendar years

(but not prior to the Billing Transition Date) that have been paid with amounts from the SWRDS Reinvestment Account, and

(D) Capital Assets with Short Economic Life or Costs of which are Not Substantial: a charge to recover the Capital Costs to be Incurred during such calendar year of Project Transportation Facility assets with a short Economic Useful Life or the costs of which are not substantial as determined by the State and any such Capital Costs Incurred but not charged in the prior two calendar years,

(5) *Projected Charges.* The projected amounts of the charges to be allocated annually to the Agency under the capital component of the Transportation Charge for costs Incurred on or after the Billing Transition Date shall be determined by the State in accordance with the cost allocation principles and procedures set forth in this Article, which principles and procedures shall be controlling as to allocations of capital component charges to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table K by the State.

**TABLE K**  
**PROJECTED CHARGES UNDER THE CAPITAL COMPONENT**  
**OF THE TRANSPORTATION CHARGE FOR COSTS INCURRED ON OR AFTER THE**  
**BILLING TRANSITION DATE TO**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

Year	Projected Charges in Thousands of Dollars			
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial
1*				
2				
3				

\* Year commencing with the Billing Transition Date.

**(c) Provisions Applicable to the Transportation Charge For Costs**

**Incurred Both Prior To and On or After the Billing Transition Date.** The provisions of this subdivision (c) shall be applicable to Capital Costs Incurred both prior to and on or after the Billing Transition Date.

(1) *Proportionate Use Factors.* The measure of the proportionate use by each Contractor of each reach shall be the average of the following two ratios:

(A) the ratio of the Contractor's Maximum Annual Table A Amount to be delivered from or through the reach to the total of the Maximum Annual Table A Amounts of all Contractors to be delivered from or through the reach from the year in which charges are to be paid through the end of the Project Repayment Period, and

(B) the ratio of the capacity provided in the reach for the transport and delivery of Project Water to the Contractor to the total capacity provided in the reach for the transport and delivery of Project Water to all Contractors served from or through the reach from the year in which charges are to be paid through the end of the Project Repayment Period.

Allocations of Capital Costs to the Agency pursuant hereto shall be on the basis of relevant values which will be set forth in Table L by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach of the Project Transportation Facilities for the transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that these values shall be subject to redetermination by the State in accordance with Article 28; *provided further* that the principles and procedures set forth in this subdivision shall be controlling as to allocations of Capital Costs to the Agency. Proportionate use of facilities factors for prior years shall not be adjusted by the State in response to changes or transfers of Table A Amounts among Contractors unless otherwise agreed by the State and the parties to the transfer and unless there is no impact on past charges or credits of other Contractors.

**TABLE L**

**[TABLE L shall set forth the relevant values that shall serve as the basis for allocation of all Transportation Charge Costs]**

(This table was labeled Table B in original contract provisions)

(2) *Determinations Using Proportionate Use Factors.* The total amount in each category of Capital Costs allocated to a Contractor shall be the sum of the products obtained when there is multiplied, for each aqueduct reach necessary to deliver water to the Contractor, the total amount of the Capital Costs of the reach in that category to be returned to the State under the Transportation Charge by the average of the two foregoing ratios for such reach as such average is set forth in the appropriate table included in its contract.

(3) *Excess Capacity.* In the event that excess capacity is provided in any aqueduct reach for the purpose of making Project Water available in the future to an agency or agencies with which the State has not executed contracts at the time of any allocation of costs pursuant to this subdivision, the prospective Maximum Annual Table A Amount or Amounts to be supplied by such excess capacity, as determined by the State, shall be deemed to be contracted for by such agency or agencies for the purpose of such allocation of costs, to the end that the Capital Costs of providing such excess capacity are not charged to any Contractor entitled by virtue of an executed contract to the delivery of Project Water from or through that aqueduct reach at the time of such allocation. Where additional capacity is provided in any aqueduct reach to compensate for loss of water due to evaporation, leakage, seepage, or other causes, or to compensate for scheduled outages for purposes of necessary investigation, inspection, maintenance, repair or replacement of the facilities of the Project Facilities, then, for the purpose of any allocation of costs pursuant to this subdivision:

(A) the Maximum Annual Table A Amount to be delivered from or through the reach of each Contractor entitled to delivery of Project Water from or through the reach shall be increased by an amount which bears the same proportion to the maximum annual delivery capability provided by such additional capacity that the Contractor's Maximum Annual Table A Amount to be delivered from or through the reach bears to the total of the Maximum Annual Table A Amounts to be delivered from or through the reach under all contracts; and

(B) the capacity provided in the reach for each Contractor entitled to delivery of Project Water from or through the reach shall be increased in the same proportion that the Contractor's Maximum Annual Table A Amount to be delivered from or through the reach is increased pursuant to (A) above.

(4) *Power Facilities.* The Capital Costs of project aqueduct power recovery plants shall be charged and allocated in accordance with this Article 24.

The Capital Costs of off-aqueduct power facilities shall be charged and allocated in accordance with Article 25(d).

(5) *Capital Costs of Excess Capacity.* In the event that any Contractor, pursuant to Article 12(b), requests delivery capacity in any aqueduct reach which will permit maximum monthly deliveries to such Contractor in excess of the percentage amounts specified in such Article 12(b) for the uses designated therein, such Contractor shall furnish to the State, in advance of the construction of such aqueduct reach, funds sufficient to cover the costs of providing such excess capacity, which funds shall be in an amount which bears the same proportion to the total Capital Costs of such reach, including the costs of providing such excess capacity, as such excess capacity bears to the total capacity of such reach, including such excess capacity. For the purpose of any allocation of costs pursuant to subdivision (c)(1) of this article, the total Capital Costs of such aqueduct reach shall be allocated among all Contractors entitled to delivery of Project Water from or through the reach in the following manner:

- (A) The costs which would have been incurred for such reach had no such excess capacity been provided shall be estimated by the State and allocated among all such Contractors in the manner provided in such subdivision (c)(1); and
- (B) the amount of the difference between such estimated costs and the projected actual costs of such reach shall be allocated to the Contractor or Contractors for which such excess capacity is provided.

Where such excess capacity is provided for more than one Contractor, the costs allocated to them under (B) above shall be further allocated between or among them in amounts which bear the same proportion to the total of such allocated costs as the amount of such excess capacity provided for the respective Contractor bears to the total of such excess capacity provided in such reach. In the event that the funds advanced by a Contractor pursuant to this subdivision are more or less than the costs so allocated to such Contractor under (B) above, the account of such Contractor shall be credited or debited accordingly.

(6) *Replacement Cost Treatment.* Replacement costs of Project Transportation Facilities shall be treated as either Capital Costs or as minimum operation, maintenance, power and replacement costs, as determined by the State considering the Economic Useful Life of the asset being replaced and other relevant factors.

## **25. TRANSPORTATION CHARGE -- MINIMUM OPERATION, MAINTENANCE, POWER, AND REPLACEMENT COMPONENT.**

The provisions of this article shall apply to costs incurred both prior to and on or after the Billing Transition Date.

(a) **Purpose.** The minimum operation, maintenance, power, and replacement component of the Transportation Charge shall return to the State those costs of the Project Transportation Facilities necessary to deliver water to the Contractor which constitute operation, maintenance, power, and replacement costs Incurred irrespective of the amount of Project Water delivered to the Contractor and which are allocated to the Contractor pursuant to subdivision (b) of this article; *provided* that to the extent permitted by law, the State may establish reserve funds to meet anticipated minimum replacement costs; and deposits in such reserve funds by the State: (1) shall be made in such amounts that such reserve funds will be adequate to meet such anticipated costs as they are incurred, and (2) shall be deemed to be a part of the minimum replacement costs for the year in which such deposits are made.

(b) **Allocation.** The total projected minimum operation, maintenance, power, and replacement costs of each aqueduct reach of the Project Transportation Facilities for the respective year shall be allocated among all Contractors entitled to delivery of Project Water from such facilities by the proportionate use of facilities method of cost allocation, in the same manner and upon the same bases as are set forth for the allocation of Capital Costs in subdivisions (c)(1) through (c)(3) of Article 24; *provided* that such minimum operation, maintenance, power, and replacement costs as are Incurred generally for the Project Transportation Facilities first shall be allocated to each aqueduct reach in an amount which bears the same proportion to the total amount of such general costs that the amount of the costs Incurred directly for the reach bears to the total of all direct costs for all aqueduct reaches.

(c) **Determination; Repayment Table.** The amount to be paid each year by the Agency under the minimum operation, maintenance, power, and replacement component of the Transportation Charge shall be determined in accordance with subdivision (b) of this article on the basis of the relevant values to be set forth for the respective aqueduct reaches in Table L, included in Article 24; *provided* that these values shall be subject to redetermination by the State in accordance with Article 28. Such amounts and any appropriate interest thereon for costs incurred prior to the Billing Transition Date shall be set forth by the State in Table M as soon as designs and cost estimates have been prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that the amounts set forth in Table M shall be subject to redetermination by the State in accordance with Article 28.

**TABLE M**  
**TRANSPORTATION CHARGE -- MINIMUM OPERATION MAINTENANCE, POWER,**  
**AND REPLACEMENT COMPONENT**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<b>Year</b>	<b>Total Annual Payment by Agency*</b>
1**	
2	
3	
4	

\* Payment shall start with respect to each aqueduct reach in the year following the year in which the State completes construction of the respective reach.

\*\* Year in which the State commences construction of Project Transportation Facilities.

(This table was labeled Table E in original contract provisions)

(d) **Off-Aqueduct Power Facilities.** Notwithstanding the provisions of subdivisions (a) through (c) of this Article or of Article 1(h), the costs of off-aqueduct power facilities shall be determined and allocated as follows:

(1) The off-aqueduct power costs shall include all annual costs the State incurs for any off-aqueduct power facility, which shall include, but not be limited to, power purchases, annual Financing Costs, and associated operation and maintenance costs of such facility, less any credits, interest earnings, or other monies received by the State in connection with such facility or Revenue Bonds issued to finance the Capital Costs of such facility. In the event the State finances all or any part of an off-aqueduct power facility directly from funds other than bonds or borrowed funds, in lieu of such annual principal and interest payments, the repayment of Capital Costs as to that part financed by such other funds shall be determined on the basis of the schedule that would have been required under Article 24.

(2) The annual costs of off-aqueduct power facilities as computed in (1) above shall initially be allocated among Contractors in amounts which bear the same proportions to the total amount of such power costs that the total estimated electrical energy (kilowatt hours) required to pump through Project Transportation Facilities the desired delivery of Annual Table A Amounts for that year, as submitted pursuant to Article 12(a)(1) and as may be modified by the State pursuant to Article 12(a)(2), bears to the total estimated electrical energy

(kilowatt hours) required to pump all such amounts for all Contractors through Project Transportation Facilities for that year, all as determined by the State.

(3) An interim adjustment in the allocation of the power costs calculated in accordance with (2) above, may be made in May of each year based on April revisions in approved schedules of deliveries of project and nonproject water for Contractors for such year. A further adjustment shall be made in the following year based on actual deliveries of project and nonproject water for Contractors; *provided, however*, that in the event no deliveries are made through a pumping plant, the adjustments shall not be made for that year at that plant.

(4) To the extent the monies received or to be received by the State from all Contractors for off-aqueduct power costs in any year are determined by the State to be less than the amount required to pay the off-aqueduct power costs in such year, the State may allocate and charge that amount of off-aqueduct power costs to the Agency and other Contractors in the same manner as costs under the capital component of the Transportation Charge are allocated and charged. After that amount has been so allocated, charged and collected, the State shall provide a reallocation of the amounts allocated pursuant to this paragraph (4), such reallocation to be based on the allocations made pursuant to (2) and (3) above for that year, or in the event no such allocation was made for that year, on the last previous allocation made pursuant to (2) and (3) above. Any such reallocation of costs incurred prior to the Billing Transition Date shall include appropriate interest thereon at the Project Interest Rate.

(e) The total minimum operation, maintenance, power and replacement component due that year from each Contractor shall be the sum of the allocations made under the proportionate use of facilities method provided in subdivision (b) of this article and the allocations made pursuant to subdivision (d) of this article for each Contractor.

## 26. TRANSPORTATION CHARGE -- VARIABLE OPERATION, MAINTENANCE AND POWER COMPONENT.

The provisions of this article shall apply to costs Incurred both prior to and on or after the Billing Transition Date.

(a) **Purpose.** The variable operation, maintenance, and power component of the Transportation Charge shall return to the State those costs of the Project Transportation Facilities necessary to deliver water to the Contractor which constitute operation, maintenance, power and replacement costs Incurred in an amount which is dependent upon and varies with the amount of Project Water delivered to the Contractor and which are allocated to the Contractor pursuant to (1) and (2) below; *provided* that to the extent permitted by law, the State may establish reserve funds to meet anticipated variable replacement costs; and deposits in such reserve funds by the State: (1) shall be made in such amounts that such reserve funds will be adequate to meet such anticipated costs as they are incurred, and (2) shall be deemed to be a part of the variable replacement costs for the year in which such deposits are made.

(b) **Determination.** The amount of this variable operation, maintenance, and power component shall be determined as follows:

(1) *Determination of Charge Per Acre-Foot.* There shall be computed for each calendar year for each aqueduct reach of the Project Transportation Facilities a charge per acre-foot of water which will return to the State the total projected variable operation, maintenance and power costs of the reach for such calendar year. This computation shall be made by dividing such total by the number of acre-feet of Project Water estimated to be delivered from or through the reach to all Contractors during the year.

(2) *Determination of Charge Per Reach to the Contractor.* The amount of the variable component shall be the product of the sum of the charges per acre-foot of water, determined under (1) above, for each aqueduct reach necessary to deliver water to the Contractor, and the number of acre-feet of Project Water delivered to the Contractor during the year through such reach; *provided* that when Project Water has been requested by a Contractor and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the Contractor to accept delivery thereof, the amount of such variable component to be paid by such Contractor during such period shall be the product of the above sum and the sum of the number of acre-feet of Project Water delivered to the Contractor and the number of acre-feet wasted.

(c) **Credit Relating to Project Aqueduct Power Recovery Plants.** There shall be credited against the amount of the variable operation, maintenance, and power component to be paid by each Contractor, as determined pursuant to subdivision (a) of this article, a portion of the projected net value of any power recovered during the

respective year at project aqueduct power recovery plants located upstream on the particular aqueduct reach from the delivery structures for delivery of Project Water to the Contractor. Such portion shall be in an amount which bears the same proportion to such projected net value that the number of acre-feet of Project Water delivered to the Contractor through such plants during the year bears to the number of acre-feet of Project Water delivered to all Contractors through such plants during the year.

(d) **Determination of Total Variable Component Charge.** The amount to be paid each year by the Agency under the variable operation, maintenance, and power component of the Transportation Charge shall be determined in accordance with subdivision (a) of this article for the respective aqueduct reaches in Table L included in Article 24. Such amounts and any appropriate interest thereon for costs incurred prior to the Billing Transition Date shall be set forth by the State in Table N as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that the amounts set forth in Table N shall be subject to redetermination by the State in accordance with Article 28.

**TABLE N**  
**TRANSPORTATION CHARGE -- ESTIMATED VARIABLE OPERATION,**  
**MAINTENANCE, AND POWER COMPONENT**  
**PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<b>Year</b>	<b>Total Annual Payment by Agency*</b>
1**	
2	
3	
4	

\* Payments start with year of initial water delivery.

\*\* Year in which the State commences construction of the Project Conservation Facilities.

(This table was labeled Table F in original contract provisions)

## **27. TRANSPORTATION CHARGE -- REPAYMENT SCHEDULE.**

The amounts to be paid by the Agency for each year under the Capital Cost and minimum operation, maintenance, power, and replacement components of the Transportation Charge, and under the variable operation, maintenance, and power component of such charge on the basis of then estimated deliveries, shall be set forth by the State in Table O as soon as designs and cost estimates have been prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a), which Table O shall constitute a summation of Tables I, K, M, and N; *provided* that each of the amounts set forth in Table O shall be subject to redetermination by the State in accordance with Article 28; *provided further* that the principles and procedures set forth in Articles 24, 25, and 26 shall be controlling as to such amounts. Such amounts shall be paid by the Agency in accordance with the provisions of Article 29.

**TABLE O  
REPAYMENT SCHEDULE--TRANSPORTATION CHARGE  
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<b>Year</b>	<b>Capital Cost Component</b>	<b>Minimum Component</b>	<b>Variable Component</b>	<b>Total</b>
1*				
2**				
3				
4				

\* Year in which State commences construction of Project Transportation Facilities.

\*\* Year of first payment.

(This table was labeled Table G in original contract provisions)

**28. DELTA WATER CHARGE AND TRANSPORTATION CHARGE --  
REDETERMINATION.**

**(a) Redetermination of Transportation Charges for Costs Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) shall apply only to costs Incurred prior to the Billing Transition Date.

*(1) Determinative Factors Subject to Retroactive Change.* The State shall redetermine the values and amounts set forth in Tables H through O (referred to in the original contract provisions as Tables B through G) of this contract in the year following the year in which the State commences construction of the Project Transportation Facilities and each year thereafter during the Project Repayment Period in order that the Transportation Charge to the Agency and the components thereof may accurately reflect the increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State Incurred prior to the Billing Transition Date to construct the Project Transportation Facilities described in Table G of this contract, Annual Table A Amounts, estimated deliveries, Project Interest Rate, and all other factors which are determinative of such charges. In addition, each such redetermination shall include an adjustment of the components of the Transportation Charge to be paid by the Agency for succeeding years which shall account for the differences, if any, between those factors used by the State in determining the amounts of such components for all preceding years and the factors as then currently known by the State. Such adjustment shall be computed by the State and paid by the Agency or credited to the Agency's account in the manner described in (b) and (c) below.

*(2) Adjustment: Transportation Charge -- Capital Component For Costs Incurred Prior to the Billing Transition Date.* Adjustments for prior underpayments or overpayments of the capital component of the Transportation Charge to the Agency for costs Incurred prior to the Billing Transition Date, together with accrued interest charges or credits thereon computed at the then current Project Interest Rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination, shall be paid in the year following the redetermination; *provided* that the Agency may elect to exercise the option whereby when the redetermined Transportation Charge for the following year, with adjustments, including adjustments of the operation, maintenance, power, and replacement components provided for in subdivision (a)(3) of this article, is more or less than the last estimate of the charge provided pursuant to Article 27 for the corresponding year, without adjustments, an amount equal to the total of such difference shall be deducted

from or added to the adjusted capital component for that year and paid or credited in accordance with the following schedule:

Percent that Transportation Charge for costs Incurred prior to the Billing Transition Date differs from last estimate (+ or -)	Period, in years, for amortizing the difference in indicated charge
for 10% or less	no amortization
more than 10%, but not more than 20%	2
more than 20%, but not more than 30%	3
more than 30%, but not more than 40%	4
more than 40%	5

Such payments or credits shall be equal semi-annual amounts of principal and interest on or before the 1st day of January and the 1st day of July, with interest computed at the Project Interest Rate and compounded annually, during varying amortization periods as set forth in the preceding schedule; *provided* that for the purpose of determining the above differences in the Transportation Charge for costs Incurred prior to the Billing Transition Date, the variable operation, maintenance, and power component shall be computed on the basis of the same estimated Project Water deliveries as was assumed in computing pursuant to Article 26(c).

(3) *Adjustment: Transportation Charge -- Minimum and Variable Components for costs Incurred prior to the Billing Transition Date.* One-twelfth of the adjustments for prior underpayments or overpayments of the Agency's minimum and variable operation, power, and replacement components for each year shall be added or credited to the corresponding components to be paid in the corresponding month of the year following the redetermination, together with accrued interest charges or credits thereon computed at the then current Project Interest Rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination.

(4) *Exercise of Option.* The option provided for in subdivision (a)(2) of this article shall be exercised in writing on or before the January 1 due date of the first payment of the capital component of the Transportation Charge for the year in which the option is to become effective. Such option, once having been exercised, shall be applicable for all of the remaining years of the Project Repayment Period.

(5) *Project Interest Rate Adjustments.* Notwithstanding the provisions of subdivision (a)(2) of this article, adjustments for prior overpayments and underpayments shall be repaid beginning in the year following the

redetermination by application of a unit rate per acre-foot which, when paid for the projected portion of the Agency's Annual Table A Amount will return to the State, during the Project Repayment Period, together with interest thereon computed at the Project Interest Rate and compounded annually, the full amount of the adjustments resulting from financing after January 1, 1987, from all bonds, advances, or loans listed in Article 1(ad) except for Article 1(ad)(3) and except for bonds issued by the State under the Central Valley Project Act after January 1, 1987 for facilities not listed among the Water System Facilities in Article 1(ap). Notwithstanding the immediately preceding exception, such amortization shall also apply to any adjustments in this component charge resulting from a change in the Project Interest Rate due to any refunding after January 1, 1986 on bonds issued under the Central Valley Project Act. However, amortization of adjustments resulting from items listed in subdivisions (1)(ad)(4) through (7) of Article 1 shall be limited to a period which would allow the Department to repay the debt service on a current basis until such time as bonds are issued to reimburse the source of such funding. In no event shall this amortization period be greater than the Project Repayment Period.

(6) *No Adjustment of Water System Facility Revenue Bond Financing Costs.* The use of Water System Facility Revenue Bonds for financing facilities listed in Article 1(ap) shall not result in adjustments for prior underpayments or overpayments of the capital component of the Transportation Charge to the Agency under the provisions of this article. In place of making such adjustments, charges to the Agency for Water System Facility Revenue Bond Financing Costs will be governed by Article 50(a).

(b) **Redetermination of Delta Water Charges and Transportation Charges for Costs Incurred On or After the Billing Transition Date.** The provisions of this subdivision (b) shall apply only to costs Incurred on or after the Billing Transition Date.

(1) *Determinative Factors Subject to Retroactive Change.* The State shall redetermine the values and amounts set forth in Tables B through F and Tables J through O of this contract each calendar year commencing on or after the Billing Transition Date in order that the Delta Water Charge and the Transportation Charge to the Agency for costs Incurred on or after the Billing Transition Date and the components thereof may accurately reflect the increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State Incurred to construct Project Conservation Facilities and Project Transportation Facilities, Annual Table A Amounts, estimated deliveries, and all other factors which are determinative of such charges. In addition, each such redetermination shall include an adjustment of the components of the Delta Water Charge and Transportation Charge to be paid by the Agency for succeeding years which shall account for the differences, if any, between those factors used by the State in determining the amounts of such components for all preceding years and the factors as then currently known by the State, as applicable. Such adjustment shall be computed by the State and paid by the

Agency or credited to the Agency's account in the manner described in subdivisions (b)(2) and (b)(3) of this article.

*(2) Adjustment: Delta Water Charge and Transportation Charge -- Capital Components for Costs Incurred On or After the Billing Transition Date.*

Adjustments for prior underpayments or overpayments of the capital component of the Delta Water Charge and the Transportation Charge to the Agency for costs incurred on or after the Billing Transition Date shall be paid in the year following the redetermination.

*(3) Adjustment: Delta Water Charge and Transportation Charge -- Minimum and Variable Components for Costs Incurred On or After the Billing Transition Date* One-twelfth of the adjustments for prior underpayments or overpayments of the Agency's minimum operation, maintenance, power, and replacement component and variable operation, maintenance and power component of the Delta Water Charge and Transportation Charge for each year shall be added or credited to the corresponding components to be paid in the corresponding month of the year following the redetermination.

## **29. TIME AND METHOD OF PAYMENT OF DELTA WATER CHARGE AND TRANSPORTATION CHARGE.**

The provisions of this article shall apply to costs Incurred both prior to and on or after the Billing Transition Date. References to the Delta Water Charge shall include the Delta Water Charge for costs Incurred prior to the Billing Transition Date and the Delta Water Charge for costs Incurred on or after the Billing Transition Date, separately, as applicable, and references to the Transportation Charge shall include the Transportation Charge for costs Incurred prior to the Billing Transition Date and the Transportation Charge for costs Incurred on or after the Billing Transition Date, separately, as applicable.

### **(a) Initial Payments.**

(1) *Delta Water Charge.* Payments by the Agency under the Delta Water Charge shall commence in the Year of Initial Water Delivery to the Agency.

(2) *Capital Component of the Transportation Charge.* Payments by the Agency under the capital component of the Transportation Charge shall commence in the year following the year in which the State commences construction of the Project Transportation Facilities.

(3) *Minimum Operation, Maintenance, Power, and Replacement Component.* Payments by the Agency under the minimum operation, maintenance, power, and replacement component of the Transportation Charge shall commence for each aqueduct reach in the year following the year in which construction of that reach is completed.

(4) *Variable Operation, Maintenance, Power, and Replacement Component.* Payments by the Agency under the variable operation, maintenance, power and replacement component of the Transportation Charge shall commence in the Year of Initial Water Delivery to the Agency.

(b) **Annual Statement of Charges.** The State shall, on or before July 1 of each year, commencing with the year preceding the year in which payment of the respective charge is to commence pursuant to this article, furnish the Agency with a written statement of the following items:

(1) the charges to the Agency for the next succeeding year under the capital components and minimum operation, maintenance, power, and replacement components of the Delta Water Charges and Transportation Charges; *provided* that charges for Financing Costs shall be stated as separate items in the Statement of Charges;

(2) the unit charges to the Agency for the next succeeding year under the variable operation, maintenance, power and replacement components of the Delta Water Charge and Transportation Charge; and

(3) the total charges to the Agency for the preceding year under the variable operation, maintenance, power and replacement components of such Delta Water Charge and Transportation Charge; *provided* that through December 31, 1969, the Delta Water Charge shall be based upon a unit rate of \$3.50 per acre-foot and shall be paid by the Contractors on the basis of their respective Annual Table A Amounts, as provided in Article 22(b).

All such statements shall be accompanied by the latest revised copies of the documents amendatory to Article 22 and of the tables included in Articles 24 through 27, together with such other data and computations used by the State in determining the amounts of the above charges as the State deems appropriate.

(c) **Monthly Statements.** The State shall, on or before the fifteenth day of each month of each year, commencing with the Year of Initial Water Delivery to the Agency, furnish the Agency with a statement of the charges to the Agency for the preceding month under the variable operation, maintenance, power and replacement components of the Delta Water Charge and Transportation Charge. Such charges shall be determined by the State in accordance with the relevant provisions of Articles 22 and 26 of this contract, upon the basis of metered deliveries of Project Water to the Agency, except as otherwise provided in those articles.

(d) **Semiannual Payments of Capital Components.** The Agency shall pay to the State, on or before January 1 of each year, one-half (1/2) of the charge to the Agency for the year under the capital component of the Delta Water Charge and one-half (1/2) of the charge to the Agency for the year under the capital component of the Transportation Charge, as such charges are stated pursuant to subdivision (b) of this article; and shall pay the remaining one-half (1/2) of each of such charges on or before July 1 of that year.

(e) **Monthly Payments of Minimum Operation, Maintenance, Power, and Replacement Component.** The Agency shall pay to the State, on or before the first day of each month of each year, one-twelfth (1/12) of the sum of the charges to the Agency for the year under the minimum operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge, respectively, as such charges are stated pursuant to subdivision (b) of this article.

(f) **Monthly Payments of Variable Operation, Maintenance, Power, and Replacement Component.** The Agency shall pay to the State on or before the fifteenth day of each month of each year, the charges to the Agency under the variable operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge, respectively, for which a statement was received by the Agency during the preceding month pursuant to subdivision (c) of this article, as

such charges are stated in such statement.

(g) **Contest of Charges.** In the event that the Agency in good faith contests the accuracy of any statement submitted to it pursuant to subdivision (b) or (c) of this article, it shall give the State notice thereof at least ten (10) days prior to the day upon which payment of the stated amounts is due. To the extent that the State finds the Agency's contentions regarding the statement to be correct, it shall revise the statement accordingly, and the Agency shall make payment of the revised amounts on or before the due date. To the extent that the State does not find the Agency's contentions to be correct, or where time is not available for a review of such contentions prior to the due date, the Agency shall make payment of the stated amounts on or before the due date, but may make the contested part of such payment under protest and seek to recover the amount thereof from the State.

## 50. WATER SYSTEM FACILITY REVENUE BOND FINANCING COSTS.

### (a) Water System Facility Revenue Bonds to Finance Capital Costs

**Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) shall apply to the Financing Costs of Revenue Bonds issued to finance Water System Facility Capital Costs Incurred prior to the Billing Transition Date. Charges to all Contractors for such Financing Costs shall return to the State each year an amount equal to the Financing Costs the State incurs in that year for such Water System Facility Revenue Bonds.

(1) *Elements of Charge.* Annual charges to recover such Water System Facility Revenue Bond Financing Costs shall consist of two elements.

(A) The first element shall be an annual charge to the Agency for repayment of Capital Costs of Water System Facilities as determined under Articles 22(a) and 24(a) of this contract with interest at the Project Interest Rate. For conservation facilities, the charge shall be a part of the capital component of the Delta Water Charge in accordance with the provisions of Article 22(a) applicable to Capital Costs Incurred prior to the Billing Transition Date. For transportation facilities, the charge shall be a part of the capital component of the Transportation Charge in accordance with the provisions of Article 24(a) applicable to Capital Costs Incurred prior to the Billing Transition Date.

(B) The second element shall be the Agency's share of a Water System Facility Revenue Bond Surcharge to be paid in lieu of a Project Interest Rate adjustment. The total annual amount to be paid by all Contractors under this element shall be the difference between the total annual charges under the first element and the annual Financing Costs of the related Water System Facility Revenue Bonds. The amount to be paid by each Contractor shall be calculated annually as if the Project Interest Rate were increased to the extent necessary to produce revenues from all Contractors sufficient to pay such difference for that year. In making that calculation, adjustments in the Agency's transportation capital component charges for prior overpayments and underpayments shall be determined as if amortized over the remaining years of the Project Repayment Period.

(2) *Identification of Surcharge on Invoices.* The Water System Facility Revenue Bond Surcharge will be identified in the Agency's invoice.

(3) *Timing of Surcharge Payments.* Surcharge payments shall be made in accordance with Article 29(f) of this contract.

(4) *Termination of Surcharge.* The Water System Facility Revenue Bond Surcharge under Article 50(a)(1)(B) shall cease for each series of Water System Facility Revenue Bonds when that series is fully repaid. However, the

annual charge determined pursuant to Article 50(a)(1)(A) shall continue to be collected for the time periods otherwise required under Articles 22 and 24.

(5) *Reduction of Charges.* After the Department has repaid the California Water Fund in full and after each series of Water System Facility Revenue Bonds is repaid, the Department will reduce the charges to all Contractors in an equitable manner in a total amount that equals the amount of the charges under Article 50(a)(1)(A) that the Department determines is not needed for future financing of facilities of the System which, in whole or in part, will serve the purposes of the water supply contract with the Agency.

**(b) Water System Facility Revenue Bonds to Finance Capital Costs**

**Incurred On or After the Billing Transition Date.** The provisions of this subdivision (b) shall apply to the Financing Costs of Revenue Bonds issued to finance Water System Facility Capital Costs Incurred on or after the Billing Transition Date. Charges to all Contractors for such Financing Costs shall return to the State each year an amount equal to the Financing Costs the State incurs in that year for such Water System Facility Revenue Bonds. The amount of this charge shall be calculated in two steps as follows:

(1) *Allocation of Water System Facility Capital Costs.* Capital Costs Incurred on or after the Billing Transition Date of Water System Facilities that are conservation facilities shall be allocated among all Contractors in proportion to each Contractor's Maximum Annual Table A Amount. Capital Costs Incurred on or after the Billing Transition Date of Water System Facilities that are transportation facilities shall be allocated among all Contractors in accordance with Article 24(c).

(2) *Determination of Annual Financing Cost Amounts.* The State shall determine and charge the Agency each year the amount of the Financing Costs the State incurs in that year for the Water System Facility Revenue Bonds issued to finance such Water System Facility Capital Costs allocated to the Agency.

**(c) Provisions Applicable to All Water System Facility Revenue Bonds.**

The provisions of this article shall apply to all Water System Facility Revenue Bonds.

(1) *Credits for Excess Amounts.* The State shall provide credits to the Contractors for excess reserve funds, excess debt service coverage, interest, and other earnings of the State in connection with payment of the Financing Costs of such Water System Facility Revenue Bonds, when and as permitted by the applicable bond resolution or indenture. When such credits are determined by the State to be available, such credits shall be promptly provided to the Contractors and shall be in proportion to the payments of Water System Facility Revenue Bond Financing Costs from each Contractor. Reserves, bond debt service coverage, interest, and other earnings may be used to retire bonds.

(2) *Allocation of Maturities Permitted.* When calculating charges for Water System Facility Revenue Bond Financing Costs, the State may allocate portions of particular maturities of Water System Facility Revenue Bonds and the Financing Costs associated with such maturities to particular Water System Facilities, in order to establish a reasonable relationship between the Economic Useful Life of such facilities and the term of bonds issued to finance such facilities, and may determine the Financing Costs allocated to the Agency on the basis of such maturity allocation.

(3) *Supplemental Bills for Unanticipated Financing Costs.* The State may submit a supplemental bill to the Agency for the year if necessary to meet unanticipated costs for Water System Facility Revenue Bond Financing Costs for which the State can issue a statement of charges under this article and any other article of this contract providing for payments that are pledged to the payment of Revenue Bonds issued to finance Project Facility Capital Costs allocated to the Agency. The relative amounts of any supplemental billing made to the Agency and to other Contractors for Revenue Bond purposes shall be governed by the otherwise applicable article. Payment of any supplemental billing shall be due thirty days after the date of the invoice.

(4) *Insurance on Contractor Obligations.* To the extent economically feasible and justifiable, as determined by the State after consultation with Contractors, the State shall maintain insurance or other forms of security protecting bondholders and non-defaulting Contractors against costs resulting from the failure of any Contractor to make the payments required by this article.

(5) *Consultation on Financing Plan.* Before issuing each series of Water System Facility Revenue Bonds, the State shall consult with the Contractors, prepare a plan for the State's future financing of Water System Facilities, and give the Agency an opportunity to comment on the plan. The plan shall include but not be limited to the size of any Water System Facility Revenue Bond issuances and the form of any necessary resolutions, indentures or supplements.

(6) *Defaults.*

(A) If a Contractor defaults partially or entirely on its payment obligations with respect to Water System Facility Revenue Bond Financing Costs and sufficient insurance or other security protecting the non-defaulting Contractors is not provided under subdivision (c)(4) of this article, the State shall allocate a portion of the default to each non-defaulting Contractor. The Agency's share of the default shall be equal to an amount determined by multiplying the total default amount to be charged to all non-defaulting Contractors by the ratio that the Agency's Maximum Annual Table A Amount bears to the total of the Maximum Annual Table A Amounts of all non-defaulting Contractors. However, such amount shall not exceed in any year 25 percent of the Water System

Facility Revenue Bond Financing Costs that are otherwise payable by the Agency in that year. The amount of default to be charged to non-defaulting Contractors shall be reduced by any receipts from insurance protecting non-defaulting Contractors and bond debt service coverage from a prior year and available for such purpose.

(B) If a Contractor defaults partially or entirely on its payment obligations under this article, the State shall also pursuant to Article 20, upon six months' notice to the defaulting Contractor, suspend water deliveries under Article 20 to the defaulting Contractor so long as the default continues. The suspension of water deliveries shall be proportional to the ratio of the default to the total Water System Facility Revenue Bond Financing Cost payments due from the defaulting Contractor. However, the State may reduce, eliminate, or not commence suspension of deliveries pursuant to this subparagraph if it determines suspension in the amounts otherwise required is likely to impair the defaulting Contractor's ability to avoid further defaults or that there would be insufficient water for human consumption, sanitation, and fire protection. The State may distribute the suspended water to the non-defaulting Contractors on terms it determines to be equitable.

(C) During the period of default, credits otherwise due the defaulting Contractor shall be applied to payments due from the defaulting Contractor.

(D) Except as otherwise provided in subparagraph (c) of this article, the defaulting Contractor shall repay the entire amount of the default to the State with interest compounded annually at the Surplus Money Investment Fund rate before water deliveries that had been suspended shall be fully resumed to that Contractor. If the defaulting Contractor makes a partial repayment of its default, the Department may provide a proportional restoration of suspended deliveries. The amount of the default to be repaid shall include any amounts previously received by the State from insurance proceeds, bond debt service coverage, or other reserves, and payments from other Contractors pursuant to this subparagraph (c)(6). The defaulting Contractor shall not be entitled to any

make-up water deliveries as compensation for any water deliveries suspended during the period when the Contractor was in default.

(E) At such time as the default amount is repaid by the defaulting Contractor, the non-defaulting Contractors shall receive credits in proportion to their contributions towards the amount of the default with interest collected by the State on the defaulted amount.

(F) In the event there is an increase in the amount a non-defaulting Contractor contributes to reserves and/or bond debt service coverage, such increase shall be handled in the same manner as provided in subparagraph (a) of this article.

(G) Action taken pursuant to this subdivision shall not deprive the State of or limit any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract.

(7) *No Article 51 Reduction.* Amounts of Water System Facility Revenue Bond Financing Costs payable under this contract shall not be affected by any reductions in payments pursuant to Article 51.

(8) *Contract Extension.* In the event the Contract Extension Amendment takes effect, but not all Contractors sign the amendment, the following shall apply: If and to the extent that the charges under Article 50(b)(1) and 50(b)(2) of the water supply contracts of Contractors that have not executed the Contract Extension Amendment ("non-signing Contractors") are not sufficient to recover the annual Financing Costs that relate to Revenue Bonds issued to finance capital costs that are incurred after the Billing Transition Date and are allocable to such non-signing Contractors, the amount of the shortfall shall be determined. Such shortfall shall be charged to the Contractors that have executed the Contract Extension Amendment ("signing Contractors") in proportion to each such signing Contractor's total Water System Facility Revenue Bond Financing Cost charges under Article 50(b) of this contract.

## **51. FINANCIAL ADJUSTMENTS.**

### **(a) Article Expiration.**

This Article 51 shall be effective through December 31, 2035 and shall be of no further effect on and after January 1, 2036; provided, however, that the provisions of this Article 51 may, to the extent applicable, continue to be used and applied on and after January 1, 2036 for the purpose of truing up amounts owed by the Agency to the State or by the State to the Agency for the calendar years up to and ending with calendar year 2035.

### **(b) State Water Facilities Capital Account.**

(1) The State shall establish a State Water Facilities Capital Account to be funded from revenues available under Water Code section 12937(b)(4). Through procedures described in this article and as limited by this article, the State may consider as a revenue need under subdivision (c)(2)(v) of this article and may deposit in the State Water Facilities Capital Account the amounts necessary to pay capital costs of the State Water Facilities for which neither general obligation bond nor revenue bond proceeds are available, including but not limited to planning, reconnaissance and feasibility studies, the San Joaquin Valley Drainage Program and, through the year 2000, the CALFED Bay-Delta Program.

(2) The Director of the Department of Water Resources shall fully consult with the Contractors and consider any advice given prior to depositing funds into this account for any purposes. Deposits into this account shall not exceed the amounts specified in subdivision (c)(2)(v) of this article.

(3) The State shall use revenue bonds or other sources of moneys rather than this account to finance the costs of construction of any major capital projects.

(4) Five years following the Contract Extension Amendment Effective Date, the SWRDS Finance Committee shall review the State Water Facilities Capital Account to determine whether to recommend to the Director that this account be closed. If the Director determines to close the account, the State shall transfer any balance in the account to the SWRDS Support Account.

(5) Unless closed sooner, the State Water Facilities Capital Account shall terminate on December 31, 2035 and the State shall transfer any balance in such account to the SWRDS Support Account.

**(c) Calculation of Financial Needs.**

(1) Each year the State shall calculate in accordance with the timing provisions of Articles 29 and 31 the amounts that would have been charged (but for this article) to each Contractor as provided in other provisions of this contract.

(2) Each year the State shall also establish its revenue needs for the following year for the following purposes, subject to the following limitations:

(i) The amount required to be collected under the provisions of this contract, other than this article, with respect to all revenue bonds issued by the State for Project Facilities.

(ii) The amount required for payment of the reasonable costs of the annual maintenance and operation of the State Water Resources Development System and the replacement of any parts thereof as described in Water Code section 12937(b)(1). These costs shall not include operation and maintenance costs of any Federal Central Valley Project facilities constructed by the United States and acquired by the State of California after 1994, other than the State's share of the joint use facilities which include San Luis Reservoir, the San Luis Canal and related facilities.

(iii) The amount required for payment of the principal of and interest on the bonds issued pursuant to the Burns-Porter Act as described in Water Code section 12937(b)(2).

(iv) Any amount required for transfer to the California Water Fund in reimbursement as described in Water Code section 12937(b)(3) for funds utilized from said fund for construction of the State Water Resources Development System.

(v) For the years 1998 and thereafter, the amount needed for deposits into the State Water Facilities Capital Account as provided in subdivision (b) of this article, but (A) not more than \$6 million per year for the years 1998, 1999 and 2000, and (B) not more than \$4.5 million per year for the years 2001 and thereafter.

(3) The State shall reduce the annual charges in the aggregate for all Contractors by the amounts by which the hypothetical charges calculated pursuant to subdivision (c)(1) above exceed the revenue needs determined pursuant to subdivision (c)(2) above; provided that the reduction in annual charges in the aggregate for all Contractors shall not exceed \$48 million in any year beginning with the first calendar year following the Contract Extension Amendment Effective Date. The provisions regarding the reduction in annual charges that were in effect prior to the Contract Extension Amendment Effective Date shall continue to apply to the entire calendar year in which the Contract Extension Amendment Effective Date

occurs. The reductions under this article shall be apportioned among the Contractors as provided in subdivisions (d), (e), (f) and (g) of this article. Reductions to Contractors shall be used to reduce the payments due from the Contractors on each January 1 and July 1; provided, however, that to the extent required pursuant to subdivision (h) of this article, each Agricultural Contractor shall pay to the Agricultural Rate Management Trust Fund an amount equal to the reduction allocated to such Agricultural Contractor. Any default in payment to the trust fund shall be subject to the same remedies as any default in payment to the State under this contract. To determine whether the reduction in annual charges in the aggregate for all Contractors equals the \$48 million limit specified in this subdivision (c)(3), it shall be assumed that all Contractors have executed the Contract Extension Amendment and will share in the available rate reductions consistent with the proportions as provided in this contract, regardless of whether one or more Contractors do not receive a reduction under their respective Water Supply Contracts.

(4) The supplemental billing provisions authorized under this Article 51(c)(4) shall remain in effect through December 31, 2035, unless the Director determines in his or her discretion to eliminate the use of supplemental billing prior to that date or the Director in his or her discretion accepts a recommendation from the SWRDS Finance Committee to eliminate the use of supplemental billing prior to that date.

(i) The State shall inform the SWRDS Finance Committee if the available System cash balances are projected by the State to fall during the succeeding one hundred twenty (120) days to an amount below an amount equal to ninety (90) days operating expenditures. The SWRDS Finance Committee shall make a recommendation in light of such circumstances to the Director.

(ii) The State may submit a supplemental billing to the Agency for the year in an amount not to exceed the amount of the prior reductions for such year under this Article if necessary to meet unanticipated costs for purposes identified in Water Code Section 12937(b)(1) and (2) for which the State can issue billings under other provisions of this contract, subject to the following procedures and limitations:

(a) The State may only issue supplemental bills pursuant to the provisions of this Article 51(c)(4) when available System cash

balances are projected to be less than the amount equal to 90 days operating expenditures.

(b) The term "available System cash balances," for purposes of subdivision (a) of this Article 51(c)(4)(ii) shall mean available amounts in the following California Water Resources Development Bond Fund accounts: System Revenue Account (to the extent the funds in the System Revenue Account are not projected to be needed for payment of Burns-Porter General Obligation Bond debt service within the next two years), General Operating Account, SWRDS Reinvestment Account, and SWRDS Support Account (to the extent the funds in the SWRDS Support Account are not projected to be needed for non-reimbursable expenditures within the next two years).

(c) The term "operating expenditures" for purposes of subdivision (a) of this Article 51(c)(4)(ii) shall mean the costs described in California Water Code Section 12937(b) chargeable to the State Water Project as water supply.

(d) Any supplemental billing made to the Agency for these purposes shall be in the same proportion to the total supplemental billings to all Contractors for these purposes as the prior reduction in charges to the Agency in that year bears to the total reduction in charges to all Contractors in that year and shall be treated as reducing the amount of the reduction made available for that year to the Contractor by the amount of the supplemental bill to the Contractor.

(5) The State may also submit a supplemental billing to the Agency for the year if necessary to meet unanticipated costs for revenue bond debt service and coverage for which the State can issue a statement of charges under provisions of this contract other than this article. The relative amounts of any supplemental billing made to the Agency and to other Contractors for revenue bond purposes shall be governed by such other applicable provisions of this contract.

(6) Payment of any supplemental billing shall be due thirty days after the date of the invoice. Delinquency and interest on delinquent amounts due shall be governed by Article 32.

**(d) Apportionment of Reductions between Agricultural and Urban Contractors.**

(1) Commencing with the first calendar year following the Contract Extension Amendment Effective Date, the State shall apportion available reductions for each year in accordance with this Article.

(2) Annual reductions in the aggregate amount of \$48 million are projected to be available in the first calendar year following the Contract Extension Amendment Effective Date and each succeeding year through calendar year 2035 and shall be applied as follows:

(i) If reductions are available in an aggregate amount that equals \$48 million, \$11,856,000 of reductions shall be apportioned among the Agricultural Contractors, and \$36,144,000 of reductions shall be apportioned among the Urban Contractors.

(ii) If reductions are available in an aggregate amount less than \$48 million in any of these years, the reductions shall be divided on a 24.7%-75.3% basis between the Agricultural Contractors and the Urban Contractors respectively.

(3) No Contractor shall be entitled to receive in any year any additional reductions, including any additional reductions to make up for deficiencies in past projected reductions and any additional reductions above an aggregate annual amount of \$48 million.

(4) Reductions in annual charges to a Contractor pursuant to this Article 51 (d) shall only be made prospectively beginning with the later of the first calendar year following the Contract Extension Amendment Effective Date or the first calendar year following the date the Contractor executes the Contract Extension Amendment. Apportionments of reductions shall be calculated on the assumption that all Contractors have executed such amendment.

**(e) Revenues and Reports.**

(1) Each year, beginning with the first calendar year commencing after the Contract Extension Amendment Effective Date, the Director shall determine the amount of available Article 51(e) Amounts. The Director shall determine the aggregate amount that would have been charged to all Contractors in any year but for this Article 51 and from that amount shall deduct the sum of

(i) the amount of revenues needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii), (iv) and (v) plus

(ii) \$48 million.

The remaining amount, if any, shall be referred to herein as "Article 51(e) Amounts".

(2) The State shall allocate available Article 51(e) Amounts as follows: The Director in his or her discretion shall allocate and transfer or deposit up to 80% of available Article 51(e) Amounts, as determined on a projected basis, and up to 100% of available Article 51(e) Amounts, as determined on an actual basis, into the General Operating Account, the SWRDS Support Account and/or the SWRDS Reinvestment Account. Any Article 51(e) Amounts determined on an actual basis to be remaining in the Systems Revenue Account after the Director allocates and transfers such amounts to the General Operating Account, the SWRDS Support Account and/or the SWRDS Reinvestment Account shall remain in the Systems Revenue Account and shall be tracked separately in the State's Financial Information System. The Director shall have full discretion regarding the use of the amounts remaining in the Systems Revenue Account.

(3) The State shall prepare and distribute an Annual Rate Reduction Determination Report setting out the factors used to determine reductions in rates pursuant to Article 51(c). The report shall include a display of the distribution of gross annual revenues before, among other items, recreation and fish and wildlife expenditures, contributions to the State Water Facilities Capital Account and reduction in rates pursuant to Article 51(c). The report shall also include a display of the distribution and/or allocation of net annual revenues after reduction in rates pursuant to Article 51(c), to the General Operating Account, SWRDS Support Account, SWRDS Reinvestment Account, 51(e) Sub-Account of the Systems Revenue Account, Davis-Dolwig Fund, State Water Facilities Capital Account, and Suspended Costs, as applicable.

(4) The System Financial Activity Report, which is required to be prepared quarterly pursuant to Article 61(d), shall include annual and accumulated Article 51(e) Amounts and expenditure activity, including the beginning balance, the annual activity and the ending balance for the year for each fund or account into which Article 51(e) Amounts have been transferred or deposited. The System Financial Activity Report should also have sufficient detail to provide comprehensive accounting of annual Article 51(e) Amounts and the uses of the annual Article 51(e) Amounts to enable the SWRDS Finance Committee to assess the use of these amounts.

**(f) Apportionment of Reductions Among Urban Contractors.**

Reductions in annual charges apportioned to Urban Contractors under subdivision (d) of this article shall be further allocated among Urban Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Urban Contractor shall be based on each Urban Contractor's proportionate share of total allocated capital costs as calculated below, for both project conservation and project transportation facilities, repaid by all Urban Contractors over the project repayment period.

(1) The conservation capital cost component of the reduction allocation shall be apportioned on the basis of maximum annual Table A amount. Each Urban Contractor's proportionate share shall be the same as the percentage of that Contractor's maximum annual Table A amount to the total of all Urban Contractors' maximum annual Table A.

(2) The transportation capital cost component of the reduction allocation shall be apportioned on the basis of transportation capital cost component repayment obligations, including interest over the project repayment period. Each Urban Contractor's proportionate share shall be the same as the percentage that the Contractor's total transportation capital cost component repayment obligation is of the total of all Urban Contractors' transportation capital cost component repayment obligations.

(i) Recalculations shall be made annually through the year 1999. Beginning in the year 2000 recalculations shall be made every five years unless an Urban Contractor requests a recalculation for an interim year and does so by a request in writing delivered to the Department by January 1 of the year in which the recalculation is to take place.

(ii) The transportation capital cost component repayment obligations, for purposes of this Article 51(f), shall be based in the year of recalculation on the then most recent Department of Water Resources Bulletin 132, Table B-15, "Capital Cost Component of Transportation Charge for Each Contractor," or its equivalent, excluding any costs or Table A amount associated with transfers of Table A amounts from Agricultural Contractors pursuant to Article 53.

(3) To reflect the relative proportion of the conservation capital cost component and the transportation capital cost component to the total of all capital cost repayment obligations, the two cost components shall be weighted as follows:

(i) The conservation capital cost component shall be weighted with a thirty percent (30%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of maximum annual Table A Amounts as calculated in subdivision (f)(1) of this article by thirty percent (30%).

(ii) The transportation capital cost component shall be weighted with a seventy percent (70%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of transportation capital cost component repayment obligations as calculated in subdivision (f)(2) of this article by seventy percent (70%).

(iii) A total, weighted capital cost percentage shall be calculated for each Urban Contractor by adding the weighted conservation capital cost component percentage to their weighted transportation capital cost component percentage.

(4) The total amount of the annual charges to be reduced to Urban Contractors in each year shall be allocated among them by multiplying the total amount of annual charges to be reduced to the Urban Contractors by the total, weighted capital cost percentages for each such Contractor. If the amount of the reduction to an Urban Contractor is in excess of that Contractor's payment obligation to the Department for that year, such excess shall be reallocated among the other Urban Contractors.

(5) In the case of a permanent transfer of urban Table A amounts, the proportionate share of annual charge reductions associated with that Table A amount shall be transferred with the Table A amount to the buying Contractor. In the case of an Table A amount transfer by either Santa Barbara County Flood Control and Water Conservation District or San Luis Obispo County Flood Control and Water Conservation District, the reductions in annual charges to that agency shall be allocated (a) on the basis of that Table A amount being retained by that agency which bears Coastal Branch Phase II transportation costs, (b) on the basis of that Table A amount being retained by that agency which does not bear Coastal Branch Phase II transportation costs, and (c) on the basis of the balance of that agency's Table A amount which also does not bear Coastal Branch Phase II transportation costs.

**(g) Apportionment of Reductions Among Agricultural Contractors.**

(1) Reductions in annual charges apportioned to Agricultural Contractors under subdivision (d) of this article shall be allocated among the Agricultural Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Agricultural Contractor for the years 1997 through 2001 shall be based on each Agricultural Contractor's estimated proportionate share of the total project costs, excluding the variable operation, maintenance, power and replacement components of the Delta Water Charge and the Transportation Charge and also excluding off-aqueduct power charges, to be paid by all Agricultural Contractors for the years 1997 through 2035, calculated without taking into account this article. For purposes of these calculations, Kern County Water Agency's and Dudley Ridge Water District's estimated project costs shall not

include any costs associated with the 45,000 acre-feet of Annual Table A Amounts being permanently relinquished by those Contractors pursuant to subdivision (j) of Article 53. Also, for purposes of these calculations, an Agricultural Contractor's estimated project costs shall not be reduced by the transfer of any of the 130,000 acre-feet of Annual Table A Amounts provided for in subdivisions (a) through (i) of Article 53. The proportionate shares for 1997 through 2001 shall be calculated as follows:

- (i) Each Agricultural Contractor's statement of charges received on July 1, 1994, shall be the initial basis for calculating the proportionate shares for the five years 1997 through 2001.
- (ii) Each Agricultural Contractor's estimated capital and minimum components of the Delta Water Charge and the Transportation Charge (excluding off-aqueduct power charges) and Water Revenue Bond Surcharge shall be totaled for the years 1997 through 2035.
- (iii) Kern County Water Agency and Dudley Ridge Water District totaled costs shall be reduced for the 45,000 acre-feet of annual Table A amount being permanently relinquished by them.
- (iv) Any reductions in an Agricultural Contractor's totaled costs resulting from the transfer of any of the 130,000 acre-feet of annual Table A amount shall be re-added to that Contractor's costs.
- (v) Each Agricultural Contractor's proportionate share shall be computed by dividing that Contractor's total costs by the total costs for all Agricultural Contractors determined pursuant to subparagraphs (ii), (iii) and (iv) above.

(2) The reductions in annual charges, for 1997 through 2001, shall be calculated using the method described in subdivision (g)(1) of this article.

(3) The allocation shall be recalculated using the same method described in subdivision (g)(1) of this article every five years beginning in 2002, if any Agricultural Contractor requests such a recalculation. Any recalculation shall be based on project cost data beginning with the year that the recalculation is to become effective through 2035.

**(h) Agricultural Rate Management Trust Fund.**

(1) Establishment. Through a trust agreement executed contemporaneously with this amendment, the State and the Agricultural Contractors that sign the Monterey Amendments shall establish the Agricultural Rate Management Trust Fund with a mutually agreed independent trustee.

(2) Separate Accounts. The trustee shall maintain within the trust fund a separate account for each Agricultural Contractor that signs the trust agreement to hold deposits made pursuant to this article.

(3) Deposits. Each Agricultural Contractor that signs the trust agreement shall deposit into such Contractor's account within the trust fund, at the same time as payments would otherwise be required by this contract to be made to the State, an amount equal to the amount by which such Contractor's charges under this contract have been reduced by reason of this article, until the balance in such Contractor's account within the trust fund is the same percentage of \$150,000,000 as such Contractor's percentage share of reductions made available to all Agricultural Contractors as specified in subdivision (g) of this article. In 2002 and every fifth year thereafter, the Agricultural Contractors will review the maximum accumulation in the trust fund (the "Cap") and determine whether the cap should be adjusted. However, the Cap shall not be reduced below an aggregate of \$150,000,000 for all Agricultural Contractor accounts.

**(4) Trust Fund Disbursements.**

(i) In any year in which the State's allocation of water to an Agricultural Contractor by April 15th of that year is less than one-hundred percent (100%) of the Contractor's requested annual Table A amount for that year, the trustee shall, to the extent there are funds in that Contractor's account, distribute to the State from such account for the benefit of that Contractor an amount equal to the percentage of the total of that Contractor's statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of that Contractor's annual Table A amount for that year that was not allocated to it by the State by April 15th of that year.

(ii) In addition to the provisions of subdivision (h)(4)(i) of this article, if on April 15 of any year any of the irrigable land within the Tulare Lake Basin Water Storage District (Tulare) is flooded, and Tulare in writing requests the trustee to do so, the trustee shall, to the extent there are funds in Tulare's account, distribute to the State from such account for the benefit

of Tulare an amount equal to the percentage of the total of Tulare's statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of the irrigable land within Tulare that is flooded on April 15.

(iii) Each Agricultural Contractor shall remain obligated to make payments to the State as required by other articles in this contract. Any amount to be disbursed pursuant to subdivisions (h)(4)(i) and (h)(4)(ii) shall be paid by the trustee to the State on July 1 of the year involved and shall be credited by the State toward any amounts owed by such respective Agricultural Contractor to the State as of that date. However, an Agricultural Contractor may direct the trustee to make the disbursement to that Agricultural Contractor which shall in turn make the payment to the State as required by other provisions of this contract. If the amount to be disbursed exceeds the amount owed to the State by such Contractor as of July 1, the excess shall be disbursed by the Trustee to the State at the time of and in payment of future obligations owed to the State by such Contractor. Alternatively, upon the request of such Contractor, all or part of the excess shall be paid by the trustee to that Contractor in reimbursement of prior payments by the Contractor to the State for that year.

(5) Payment of Supplemental Bills. In any year in which a supplemental bill has been submitted to an Agricultural Contractor pursuant to subdivision (c)(4) of this article, such supplemental bill shall be treated as reducing by an equal amount the obligation of such Contractor for that year to make payments into the Agricultural Rate Management Trust Fund. To the extent that such Contractor has already made payments to the trust fund in an amount in excess of such Contractor's reduced trust fund payment obligation, such Contractor may request the trustee to use the excess from the trust fund to pay the supplemental bill.

(6) Discharge of Payment Obligation. Each payment to the State by the trust fund shall discharge and satisfy the Agricultural Contractor's obligation to pay the amount of such payment to the State. No reimbursement of the trust fund by the Agricultural Contractor for such payments shall be required. However, each Agricultural Contractor shall continue to make deposits to the trust fund matching the amount of each year's reductions as provided in subdivision (d) of this article so long as the amount in that Contractor's account is less than its share of the Cap.

(7) Distribution of Funds in Excess of the Cap. Whenever accumulated funds (including interest) in an Agricultural Contractor's account in the trust fund exceed that Contractor's share of the Cap, or the estimated remaining payments the Contractor is required to make to the State prior to the end of the project

repayment period, that Contractor may direct the trustee to pay such excess to the Contractor.

(8) Termination of Trust Fund. At the end of the project repayment period, the Agricultural Rate Management Trust Fund shall be terminated and any balances remaining in the accounts for each of the Agricultural Contractors shall be disbursed to the respective Agricultural Contractors.

(i) **Definitions. For the purposes of this article, the following definitions will apply:**

(1) "Agricultural Contractor" shall mean the following agencies as they now exist or in any reorganized form:

- (i) County of Kings,
- (ii) Dudley Ridge Water District,
- (iii) Empire West Side Irrigation District,
- (iv) Kern County Water Agency for 848,130 acre-feet of its Table A amount,
- (v) Oak Flat Water District,
- (vi) Tulare Lake Basin Water Storage District.

(2) "Urban Contractor" shall mean every other agency having a long term water supply contract with the State as they exist as of the date of this amendment or in any reorganized form as well as Kern County Water Agency for 134,600 acre-feet of its Table A amount.

(j) **Except as provided in subdivisions (c)(4) and (c)(5), this article shall not be interpreted to result in any greater State authority to charge the Contractors than exists under provisions of this contract other than this article.**

## **NEW CONTRACT ARTICLE**

**II. ARTICLE 61 IS ADDED TO THE CONTRACT AS A NEW ARTICLE AS FOLLOWS:**

**61. FINANCIAL ACCOUNTS AND ACTIVITIES**

**(a) General Operating Account**

(1) The State shall maintain a General Operating Account to provide the moneys needed for the following purposes:

(i) To pay or provide for the payment of System costs which are reimbursable by one or more Contractors under their respective Water Supply Contracts in the event System revenues available for such payment are insufficient for such purpose; or

(ii) To pay or provide for the payment of System costs for any System purpose in the event of a System emergency as defined in Article 61(a)(1)(iii).

(iii) A System Emergency, as used in this Article 61(a)(1)(ii) shall mean an immediate, urgent, critical, unexpected, or impending situation that, in the judgment of the Director may cause or pose a risk of causing injury, loss of life, damage to the property, impairment of the financial condition, and/or interference with the normal activities of the System which requires immediate attention and remedial action.

(2) The maximum amount in the General Operating Account shall be set, adjusted and funded as follows:

(i) Upon the Contract Extension Amendment Effective Date, the maximum amount shall be \$150 million.

(ii) On or before the first September 1 occurring five (5) years after the Contract Extension Amendment Effective Date and every five (5) years thereafter, the State shall present a business case analysis of the maximum amount reasonably necessary or appropriate to be maintained in the General Operating Account, including an evaluation of the maximum amount and its relationship to the business risks associated with the System cash flow, to the SWRDS Finance Committee for recommendation to the Director regarding a General Operating Account maximum amount

adjustment, provided that the maximum amount shall not be less than \$150 million.

(iii) To fund the General Operating Account to its maximum amount, the Director may, in his or her discretion, transfer to the General Operating Account (1) amounts determined to be available pursuant to Article 51(e); (2) earnings from the investment of amounts in the General Operating Account; (3) amounts in the SWRDS Reinvestment Account; and (4) amounts in the SWRDS Support Account.

(iv) If the Director determines to decrease the maximum amount pursuant to Article 61(a)(2)(ii), or the maximum amount is otherwise exceeded, the excess amount in the General Operating Account shall be transferred to the SWRDS Reinvestment Account.

(v) The State shall replenish the amounts used from the General Operating Account (1) through charges to the Contractors to the extent the Contractors are obligated to reimburse the State for the costs paid with such amounts and (2) from the SWRDS Support Account or other available revenues (including the sources described in subparagraph (iii) of this Article 61(a)(2)) for costs not reimbursable by the Contractors under their respective Water Supply Contracts.

(vi) General Operating Account investment earnings shall be used to fund the General Operating Account to its maximum amount or, in the Director's discretion, transferred to the SWRDS Support Account and/or the SWRDS Reinvestment Account.

(3) The State shall prepare monthly reports on the balance in and use of the General Operating Account for the Director, and shall provide those reports to the SWRDS Finance Committee. The SWRDS Finance Committee may periodically review reporting frequency and make recommendations to the Director regarding reporting frequency.

(b) **SWRDS Reinvestment Account**

(1) Commencing with the Contract Extension Amendment Effective Date, the State shall establish and maintain a SWRDS Reinvestment Account to provide a continuing source of investment revenue to provide amounts to be transferred to or deposited in the General Operating Account, the SWRDS Reinvestment Account, and the SWRDS Support Account.

(2) To fund the SWRDS Reinvestment Account, the Director may, in his or her discretion, transfer to the SWRDS Reinvestment Account (i) amounts determined to be available pursuant to Article 51(e), (ii) earnings from the investment of amounts in the SWRDS Reinvestment Account, (iii) payments by

the Contractors for capital costs funded from the SWRDS Reinvestment Account, (iv) amounts from the SWRDS Support Account, and (v) amounts from the General Operating Account.

(3) Amounts in the SWRDS Reinvestment Account may be used and/or invested as follows:

(i) To pay capital costs of Project Facilities to the extent those costs are reimbursable by one or more Contractors under their respective Water Supply Contracts. Such capital costs shall be reimbursed to the State in accordance with item 5 of this subparagraph (b) below.

(ii) To pay capital costs of Project Facilities pending reimbursement of the State with the proceeds of revenue bonds issued by the State; and

(iii) To make temporary investments in accordance with the statutory limitations on such investments.

(4) The State shall prepare regular reports on the SWRDS Reinvestment Account for the Director and shall provide those reports to the SWRDS Finance Committee. The State shall consult with the SWRDS Finance Committee about the investments and activities to be funded from the SWRDS Reinvestment Account.

(5) *Amortization of Costs Financed with Amounts in the SWRDS Reinvestment Account.* Charges to amortize Project Facility Capital Costs paid with amounts from the SWRDS Reinvestment Account shall return to the State, in equal annual amounts over an amortization period determined by the State, the amount of each such cost together with an interest charge on the unamortized balance thereof.

(i) The length of such amortization periods may be from ten (10) to fifty (50) years, *provided* that if the capital asset has an Economic Useful Life of less than ten (10) years, the amortization period may be a comparable period of less than ten (10) years.

(ii) The interest charge shall be at a rate equal to the market interest rate at the time the cost is Incurred on municipal Revenue Bonds with the following characteristics:

(a) the same rating as the rating on Revenue Bonds issued by the State to finance Project Facilities, and

(b) the same term as the length of the amortization period, all as determined by the State.

(iii) For the purposes of this subdivision (b)(5), the State may aggregate the Capital Costs of each Project Facility Incurred during each calendar year and determine a composite interest rate and a composite amortization period applicable to the amortization of such costs.

(iv) The amortization charges relating to the costs Incurred during each calendar year shall commence the calendar year starting one year after the end of the calendar year in which such costs were Incurred, and the amount to be amortized shall include capitalized interest for the period from the date or dates the costs are Incurred to the date of commencement of amortization.

**(c) SWRDS Support Account**

(1) Commencing with the Contract Extension Amendment Effective Date, the State shall establish and maintain a SWRDS Support Account to provide a source of funds to pay System costs that are not chargeable to the Contractors under their respective Water Supply Contracts and for the payment of which there are no other monies available.

(2) To fund the SWRDS Support Account, the Director may, in his or her discretion, transfer to the SWRDS Support Account (i) amounts determined to be available pursuant to Article 51(e); (ii) amounts in the SWRDS Reinvestment Account, (iii) investment earnings in the General Operating Account; (iv) earnings from the investment of amounts in the SWRDS Support Account; and (v) other available revenues. The State shall not charge the Agency to replenish the SWRDS Support Account for costs not otherwise chargeable to the Agency under this contract.

(3) If the State is reimbursed or other amounts are appropriated and received for a cost paid from the SWRDS Support Account, the State shall deposit the amount reimbursed or received in the SWRDS Support Account.

(4) The State shall prepare regular reports on the SWRDS Support Account for the Director and shall provide those reports to the SWRDS Finance

Committee. The State shall consult with the SWRDS Finance Committee about the investments and activities to be funded from the SWRDS Support Account.

**(d) System Financial Activity Report and Reporting Principles**

(1) The State shall prepare and distribute quarterly a System Financial Activity Report that contains the following information:

(i) By fund or account, the activity in the following funds and accounts: the General Operating Account, the SWRDS Support Account, the SWRDS Reinvestment Account, the 51(e) Sub-Account of the Systems Revenue Account, the Davis-Dolwig Fund, and the State Water Facilities Capital Account, and the activity with respect to suspended costs.

(ii) The data in the System Financial Activity Report shall be auditable, which includes an audit trail from the costing ledger (currently the Utility Cost Accounting Billing System, as of the Contract Extension Amendment Effective Date) to the general ledger (currently SAP, as of the Contract Extension Amendment Effective Date) or the Bulletin 132 estimates to the System Financial Activity Report.

(2) Appendix B, entitled System Reporting Principles, contains principles and guidelines which shall be followed, to the extent applicable, in the preparation of System financial reports and financial management reports.

**(e) State Water Resources Development System Finance Committee**

(1) The State shall establish a joint State and Contractors finance committee, which shall be referred to as the State Water Resources Development System Finance Committee or SWRDS Finance Committee. The membership of the SWRDS Finance Committee shall include both representatives from the State and the Contractors.

(2) The primary purpose of the SWRDS Finance Committee shall be to make recommendations to the Director concerning the financial policies of the System. The State and the Contractors shall describe the scope of the SWRDS Finance Committee in a charter mutually agreeable to the State and the Contractors.

**(f) Cost Recovery**

In general, the State should seek reimbursement for all System costs from the appropriate customers and users of System facilities. With respect to those System costs that are reimbursable by the Contractors, the State should allocate

financial responsibility for such costs in a manner that is both lawful and equitable, and which endeavors to recover such costs from the appropriate Contractors. If the State proposes to not charge any Contractor the full amount that the State is entitled to charge the Contractor under the contract, the State shall present a written proposal to the SWRDS Finance Committee for purposes of developing a recommendation to the Director regarding the proposal. The State shall submit such proposal in writing to the SWRDS Finance Committee 90 days in advance of the Director issuing any decision and within such 90 day period the SWRDS Finance Committee shall provide the Director with a recommendation regarding such proposal. Such proposals shall comply with the structure set out in the SWRDS Finance Committee charter referenced in Article 61(e)(2).

## **NEW CONTRACT APPENDIX**

### **III. APPENDIX B IS ADDED TO THE CONTRACT AS A NEW APPENDIX AND SHALL READ AS FOLLOWS:**

#### **APPENDIX B**

#### **SYSTEM REPORTING PRINCIPLES**

A. During the term of the water supply contracts, it is likely that financial reports and financial management reports will change in scope, nature, and frequency. Regardless of the exact reports used, such reports shall follow the below principles and guidelines to the extent applicable.

1. Principle 1: Financial reporting will be generated from the general ledger or data warehouse of the financial information system (system of record), such as SAP. The financial system of record is the authoritative source for financial reporting data values in a system. To ensure data integrity, there must be one, and only one, system of record for financial reporting values.
2. Principle 2: Financial reporting is not limited to annual financial statements but will be developed for regular reporting periods.
3. Principle 3: Financial management reporting generated from other financial systems, such as Utility Cost Accounting Billing System (UCABS), will identify and analyze significant variances from prior years or budgets.
4. Principle 4: Financial reporting and financial management reporting will identify unusual items and exceptions, and these items will be documented, reviewed, and resolved by management.
5. Principle 5: DWR will use standardized System-wide business rules and utilize a centralized financial system, such as SAP, UCABS, or other system, to provide controls/validations to ensure data integrity and reliable reporting.
6. Principle 6: DWR will use standardized data integrity rules in the development and publication of reports, including but not limited to the following:
  - (1) Data integrity refers to the accuracy and consistency of data stored in a database, data warehouse, data mart or other construct.
  - (2) Data integrity processes verify that data has remained unaltered in transit from creation to reception or remains unaltered in transit from one system to the next. Data used outside of the Enterprise Resource Planning (ERP) systems to meet the reporting needs of Program will undergo any number of operations in support of decision-making, such as capture, storage,

retrieval, update and transfer. It is important to have confidence that during these operations, the data will be kept free from corruption, modification and remain unaltered.

- (3) Data with “integrity” has a complete or whole structure. Data values are standardized according to a data model and/or data type. All characteristics of the data must be correct – including business rules, relations, dates, definitions and lineage – for data to be complete.
- (4) Data integrity is imposed within an ERP database when it is created and is authenticated through the ongoing use of error checking and validation routines.
- (5) Data integrity state or condition is to be measured by the validity and reliability of the data values.
- (6) Data integrity service and security maintains information exactly as it was input, and is auditable to affirm its reliability.

The SWRDS Finance Committee is charged with providing financial policy recommendations to the Director, and the Director has final discretion on whether or not to accept the recommendations. While the SWRDS Finance Committee is not charged with reviewing the content of financial reports, timely and accurate financial reporting and financial management reporting provides technical committees access to useful information that can be used to formulate proposals on financial policy matters that may be brought to the SWRDS Finance Committee.

**IT IS FURTHER MUTUALLY AGREED** that the following provisions, which shall not be part of the Water Supply Contract text, shall be a part of this Amendment and be binding on the Parties.

## **AMENDMENT IMPLEMENTING AND ADMINISTRATIVE PROVISIONS**

### **1. EFFECTIVE DATE OF CONTRACT EXTENSION AMENDMENT.**

(a) The Contract Extension Amendment shall take provisional effect ("provisional effective date pursuant to subparagraph (a)") on the last day of the calendar month in which both of the following occur: (i) the State and 15 or more Contractors, with an aggregate maximum annual Table A amount exceeding 3,200,000 acre feet, have executed (or committed in a form satisfactory to the State to execute) the Contract Extension Amendment and (ii) no legal action addressing the validity or enforceability of the Contract Extension Amendment or any aspect thereof has been filed within sixty days of such execution or, if filed, a final judgment of a court of competent jurisdiction has been entered sustaining or validating the Contract Extension Amendments. Subject to subparagraph (b), the provisional effective date pursuant to paragraph (a) shall be the Contract Extension Amendment Effective Date if the conditions set out in subparagraph (e) are met.

(b) If any part of the Contract Extension Amendment of any Contractor is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, the Contract Extension Amendments of all Contractors shall be of no force and effect except as provided in subparagraph(c).

(c) The unenforceability and lack of effectiveness of all Contractors' Contract Extension Amendments as provided for in subparagraph (b) may be avoided only if the part of the Contract Extension Amendment determined to be invalid or unenforceable is explicitly waived in writing by the State and 15 or more Contractors, with an aggregate maximum annual Table A amount exceeding 3,200,000 acre feet, in which case the Contract Extension Amendment shall take provisional effect ("provisional effective date pursuant to subparagraph (c)") on the last day of the calendar month in which the requisite waivers are received, but only as to those Contractors submitting such a waiver in writing, subject to subparagraph (e). The provisional effective date pursuant subparagraph (c) shall become the Contract Extension Amendment Effective Date if the conditions set out in subparagraph (e) are met.

(d) If any Contractor has not executed a Contract Extension Amendment or has not submitted a waiver pursuant to subparagraph (c), whichever is applicable, within sixty (60) days of the provisional effective date pursuant to subparagraph (a) or the provisional effective date pursuant to subparagraph (c), as applicable, the amendment shall not take effect as to such Contractor, unless the Contractor and the State, in its discretion, thereafter execute such Contractor's contract extension amendment or the Contractor thereafter submits, and the State in its discretion accepts, the waiver, whichever applies, in which case the Contract Extension Amendment

Effective Date for purposes of that Contractor's contract and any associated terms shall be as agreed upon by the State and Contractor.

(e) (1) If at the end of the applicable 60-day period specified in subparagraph (d), 24 or more Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet have executed the amendment (or committed to execute the amendment in a form satisfactory to the State) or submitted a waiver pursuant to subparagraph (c), as applicable, the provisional effective date pursuant subparagraph (a) or the provisional effective date pursuant to subparagraph (c), as applicable, shall become the Contract Extension Amendment Effective Date.

(2) If at the end of the applicable 60 day period specified in subparagraph (d), 24 or more Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet have not executed (or committed to execute) the amendment or submitted a waiver pursuant to subparagraph (c), as applicable, then the State, after consultation with the Contractors that have executed (or committed to execute) the amendment or submitted a waiver, as applicable, shall within 30 days following such 60 day period determine in its discretion whether to make the provisional effective date pursuant to subparagraph (a) or the provisional effective date pursuant to subparagraph (c), as applicable, the Contract Extension Amendment Effective Date. The State shall promptly notify all Contractors of the State's determination. If the State determines, pursuant to this subparagraph 1(e)(2) to allow the contract amendment to take effect, it shall take effect only as to those Contractors consenting to the amendment taking effect pursuant to this subparagraph 1(e)(2)

(f) (1) During the pendency of a legal action addressing the validity or enforceability of the Contract Extension Amendment, the State and a minimum of 24 Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet which have executed (or committed to execute) the Contract Extension Amendment may agree in writing to waive any limitation barring the Contract Extension Amendment from taking effect until a final judgment of a court of competent jurisdiction has been entered (including to waive the "no force and effect" provision in subsection (b)) and instead allow the Contract Extension Amendment to take effect as to such Contractors, subject to such conditions, if any, agreed upon, by the State and such contractors. In such case, the State shall promptly notify all Contractors of the effective date of the Contract Extension Amendment.

(2) If, during the pendency of a legal action addressing the validity or enforceability of the Contract Extension Amendment, less than 24 Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet have agreed in writing to waive any limitation barring the Contract Extension Amendment from taking effect until a final judgment of a court of competent jurisdiction has been entered as provided in subsection (1)(f)(1) above, then a Contractor which has so agreed in writing may request the State to consider allowing the contract extension amendment to take effect with the agreement of less than 24 Contractors. Upon receiving such a request, the State, after consultation with the Contractors that have

agreed in writing to waive any limitation as provided in subsection (1)(f)(1) above, may determine in its discretion whether to allow the Contract Extension Amendment to take effect with less than 24 Contractors agreeing in writing to waive the limitation. The State shall promptly notify all Contractors if the State's determines to allow the Contract Extension Amendment to take effect, and include in such notice the effective date of the Contract Extension Amendment and any conditions that would apply. If the State determines, pursuant to this subparagraph 1(f)(2) to allow the contract amendment to take effect, it shall take effect only as to those Contractors consenting to the amendment taking effect pursuant to subparagraph 1(f)(1).

## **2. POST BILLING TRANSITION DATE ESTIMATES.**

If the State determines it to be necessary, the State may rely on estimates and later true-up for billing and reporting purposes in the initial years after the Billing Transition Date.

## **3. WAIVER AND RELEASE.**

Subject to the Contract Extension Amendment taking effect, the Agency does hereby forever waive, release and discharge the State, and its current and former officers, agents and employees, from any and all past and present protests, claims, damages, actions and causes of action of every kind and description, now existing or hereafter arising, known or unknown, that were or could be or could have been asserted relating to the State's adjustment made prior to the execution date of this Contract Extension Amendment in connection with the proportional responsibility, for System facilities south of and including the Dos Amigos Pumping Plant, between (i) water supply and (ii) recreation and fish and wildlife enhancement.

## **4. OTHER CONTRACT PROVISIONS.**

Except as amended by this amendment, all provisions of the contract shall be and remain the same and in full force and effect, provided, however, that any reference to the definition of a term in Article 1, shall be deemed to be a reference to the definition of that term, notwithstanding that the definition has been re-lettered within Article 1. In preparing a consolidated contract, the parties agree to update all such references to reflect the definitions' lettering within Article 1.

## **5. IMPLEMENTATION PROVISIONS FOR THE AGENCY**

Pursuant to Paragraph 1 of the "Amendment Implementing and Administrative Provisions," the Contract Extension Amendment became effective on January 1, 2023 for those Contractors who had signed the Contract Extension Amendment and the litigation waiver agreement with the State, and the State established the Billing Transition Date of January 1, 2024 for the purposes of implementing the Contract Extension Amendment. The State and the Agency agree that the Agency's Contract Extension Amendment shall be effective as of January 1, 2024; provided, that the Billing

Transition Date of January 1, 2024 shall apply to the Agency, notwithstanding the provisions in Article 1(f) of the Agency's Contract Extension Amendment.

## **6. EXECUTION.**

The Parties agree to accept electronic signatures generated using DocuSign as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form and Sufficiency:

---

General Counsel  
Department of Water Resources

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

---

Director

---

Date

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

---

Signature

---

Title

---

Date

Approved as to Legal Form and Sufficiency:

---

Interim County Counsel  
Plumas County



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

---

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

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** December 10, 2024

**SUBJECT:** Adopt **RESOLUTION** Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

---

**Recommendation:**

Recommend adopting resolution for disposal of surplus vehicles and equipment.

**Background and Discussion:**

County has in its possession a variety of personal property that consists of old/inoperable vehicles, generators, atv's and miscellaneous equipment that are no further use to the county and seeks to have them removed.

**Action:**

Adopt **RESOLUTION** Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Fiscal Impact:**

This potentially will create a positive impact to the General Fund

**Attachments:**

1. RESOLUTION NO 24- (edit)
2. Copy of Surplus Vehicle and Equipment List 11-15-24
3. Plumas County Agreement-4 (4)

## **RESOLUTION NO. 24-**

### **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, DECLARING ITEMS POSSESSED BY VARIOUS DEPARTMENTS OF PLUMAS COUNTY ARE SURPLUS AND TO AUTHORIZE THE AUCTION OF SAID ITEMS**

**WHEREAS**, the California Government Code vests the Board of Supervisors with the power and authority to manage real and personal property for the benefit of the County; and

**WHEREAS**, California Government Code § 25363 provides that whenever any department has any personal property belonging to the county under its jurisdiction or control which is of no further use to the county, the Department may, with the consent of the Board of Supervisors have the property declared as surplus and dispose of the property through sale or other means; and,

**WHEREAS**, Plumas County, through its various Departments, has in its possession a variety of personal property that consists of old and/or inoperable vehicles, generators, ATV's and miscellaneous equipment (attached as Exhibit A); and

**WHEREAS**, the County of Plumas and its various Departments have replaced these inoperable items, have found them to be of no further use to the County, and seeks to have them removed from County property; and

**WHEREAS**, the County of Plumas is aware that these items may have value to members of the public and intends to sell these items at auction to the highest bidder and to return the proceeds from the auction to the general fund for the use of the County and to provide material benefit to the County and its residents; and

**WHEREAS**, the Board of Supervisors may order the sale of surplus property through an online auction hosted by BidCal by a four-fifths vote; and

**WHEREAS**, the proposed agent for the sale is BidCal, who has a bond on file with the California Secretary of State as provided by law and shall provide the county with a full accounting of the proceeds of the auction, expenses advanced by Auctioneer and commissions earned within 20 banking days after the closing date for receipt of bids.

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

1. This Board declares that the personal property listed in attachment A and in the possession of the County and its various Departments is surplus.
2. The personal property listed in Attachment A will be auctioned online by BidCal.Com Auction Services at auction to the highest bidder in accordance with Government Code § 25363.
3. That Nick Collin, Director of Facilities and Airports is the designated agent for Plumas County in this matter and is further authorized to provide notice of the auction as required in Government

Code § 25363 and to sign the agreement (attached as Exhibit B) with BidCal to place these items at auction.

**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 10th day of December 2024, by the following vote:**

AYES; Supervisors;

NOES; Supervisors:

ABSENT: Supervisors

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

Greg Hagwood

Chair, Board of Supervisors

ATTEST:

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

Allen Hiskey

Clerk of the Board

Approved as to Form  
\_\_\_\_\_  
Joshua Brechtel  
County Counsel Office

Year	Vehicle Make	Model	License Plate #	Vin #	Department
2005	Chevrolet	2500	1501708	1GBHK39265E208045	Facilities
1998	Subaru	Forester	1006807	JF1SF6356WH760161	Public Health/Seniors
2004	Ford	Focus	1149194	1FAFF34Z44W121798	Public Health/Seniors
1997	Subaru	Legacy	51458	4S3BK4253V7307308	Public Health/Seniors
2002	Chevrolet	Transit Van	1119388	1GBJG31G221148035	Public Health/Seniors
2000	Dodge	Caravan	1065779	1B4GT44L6YB594902	Public Health/Seniors
1996	Jeep		51460	1J4FJ28S2TL274659	Public Health/Seniors
2002	Subaru	Forester	1118405	JF1SF63552H737321	
2003	Ford	E450 Transit Van	1162576	1FDXE45873HA77984	Public Health/Seniors
2001	Dodge	Caravan	1065783	2B4GT44L81R230990	Behavioral Health
1987	Dodge	Caravan	1024105	1D4G144LAHB639160	Behavioral Health
1999	Chevrolet	Van	1016876	1GAHG39J8X1085503	Behavioral Health
2008	Ford	Van	1293406	1FTNE24L98DB13411	
2006	Ford	E350 Transit Van	1213617	1FDWE35L16HA69513	Public Health/Seniors
2006	Ford	E350 Transit Van	1213616	1FDWE35L76HA73145	Public Health/Seniors
2007	Dodge	Caravan	1271173	2D4GP44L17R146593	Behavioral Health
2008	Ford	Escape	1208245	1FMCU93178KE80320	Behavioral Health
	Honda	CRV	1405003		Behavioral Health
2020	Honda	CRV	1405002	J6RM4H35CL038855	Behavioral Health
1999	Mercury	Mountaineer	1065784	4M2ZU54E8XUJ43595	Farm Advisor
2000	Jeep	Cherokee	1065776	1J4FF48S3YL203393	Farm Advisor
2002	Subaru	Impreza	1076669	JF1GG65552H801891	Public Health/Seniors
1999	Ford	F250	1440033	1FTP28L1XKB11033	Animal Control
1999	Dodge	2500	1016856	3B6KF2660XM542693	Animal Control
1999	Ford	Ranger	1016881	1FTZR15V4XPB25222	Building/Planning
2010	Ford	Escape	1341402	1FMCU9C71AKB96336	Building/Planning
2002	Jeep	Liberty	1108647	1J4GL48K12W148378	Building/Planning
2004	Ford	Escape	1149193	1FMYU92164DA23133	Building/Planning
2008	Chevrolet	Cutaway Bus	1258276	1GBG5V19X8F403989	Public Works
2008	Chevrolet	Cutaway Bus	1258279	1GBG5V1978F404260	Public Works
2009	GMC	Cutaway Bus	1331356	1GDE5V1939F402666	Public Works
2011	Ford	Glavel Bus	1346762	1FDGF5GTXBEC07314	Public Works

2013	International	Bus	1397269	5WEXWSKK7DH170111	Public Works
	SuperVault	Fuel Tank			Airports
2011	International	Plow Truck	294348	1HTAA1857BHA17069	Airports
2002	Jeep	Cherokee	1149159	1J4GW48S52C232227	District Attorney's Office
2016	Ford	Glavel Bus	1484974	4UZADRU6GCHN1721	Public Works
	Suzuki	ATV		JSAAK42AXS2105383	Search & Rescue
	Suzuki	ATV		JSAAK42A9S2105388	Search & Rescue
	Arctic Cat	Snowmobile		4UF09SNW89T106022	Search & Rescue
	Artic Cat	Snowmobile		4UF09SNW69T106021	Search & Rescue
	SkiDoo	Snowmobile		2BPSCJ6A86V000100	Search & Rescue
	SkiDoo	Snowmobile		2BPSCJ6B16V000786	Search & Rescue
	SkiDoo	Snowmobile		2BPSCH8E68V000110	Search & Rescue
1986	Chevrolet	Van		2GCGG31J8G4157842	Sheriff's Office
2000	Chevrolet	Van		1GAHG39R5Y1261351	Sheriff's Office
2008	Ford	Expedition		1FMFU16578LA44543	Sheriff's Office
2005	Ford	Crown Victoria		2FAFP71W75X121561	Sheriff's Office
2001	Polaris	RZR 800 SXS		4XAVE76A5BB065649	Sheriff's Office
2014	Ford	Exlorer		1FM5K8ARXEGA38566	Sheriff's Office
2005	Ford	Expedition		1FMPU16585LA22390	Sheriff's Office
2016	Ford	Explorer		1FM5K8AR9GGB74061	Sheriff's Office
20120	Ford	Expedition		1FMJU1G5XCEF05711	Sheriff's Office
2008	Ford	F250		1FTSW21568ED13324	Sheriff's Office
2012	Toyota	Mini Van		5TDJK3DC3CS043088	Sheriff's Office
2006	Dodge	Durango		1D4HB48N76F103073	Sheriff's Office
2012	Advanced Metal Working Trailer Co.	Trailer		1L9TF1428CKLL039	Sheriff's Office
1989	Jacobson	Trailer		1J9DEH28KF015461	Sheriff's Office
		Diesel Generator		SERIAL # - T-7-083-55	Sheriff's Office
		Diesel Generator		SERIAL # - T-91-112-63	Sheriff's Office
		Diesel Generator		SERIAL # - T-92-216-20	Sheriff's Office
	DMT Magnamax	Diesel Generator		SERIAL # - VK 19-53168-9/25	Sheriff's Office
2011		Tandem Axle Trailer		1T9XT2625B1203838	Sheriff's Office
1990	Case	Loader W14C		JAK0018677	Sheriff's Office

2010	Hoist Liftruck	Mod P360AT48		SERIAL # - 29246	Sheriff's Office
	Aluma	Single-Axle Trailer		N/A	Sheriff's Office
	Aluma	Single-Axle Trailer		N/A	Sheriff's Office
	Aluma	Single-Axle Trailer		N/A	Sheriff's Office
	Wells Cargo	Single-Axle Trailer		1WC200D19K40057118	Sheriff's Office
		Semi truck trailer		1V9L512E1008103	Sheriff's Office
	Skid-steer			3 tires and wheels	Sheriff's Office
	Ford	Escape	1149187		Behavioral Health
	Ford	Escape	1208246		Behavioral Health
	Subaru	Legacy	1467256		Behavioral Health

Location	Notes
Facilities	
Quincy Hall	
Quincy Hall	Was supposed to go to Fire Dept
Quincy Hall	
Annex	No longer there
Annex	
Fairgrounds	
Fairgrounds	
Portola Hall	
Animal Control	
Animal Control	
Dame Shirley	
PCPW Pipe Yard	



Annex	Added 11/18/24
Annex	Added 11/18/24
Annex	Added 11/18/24

|

**CONSIGNMENT AGREEMENT**

Date		Sales Rep	
Account Name (Make Check To)		Consignor Code	

<b>SELLER INFORMATION</b>			
Mailing Address	Address:		
	City:	State:	Zip:
Location of Auction	Address:		
	City:	State:	Zip:
Authorized Representative		Title:	
Phone	Cell:	Other:	
Email			

<b>TERMS AND CONDITIONS</b>			
General Terms	Seller engages Auctioneer to conduct an online public auction of items described on Schedule A, owned by Seller. Such auction shall be conducted in accordance with Auctioneer's usual procedures with Auctioneer having sole authority over the conduct of the auction and the determination of whether to accept or reject any bid. Auctioneer shall have the usual and necessary authority to take all actions on behalf of Seller to conduct the auction and complete the sale of all items sold, including, but not limited to, advertising the sale, accepting cash, checks or debit/credit cards in payment for items sold, and signing on Seller's behalf any documents required to transfer title to a buyer. No guarantee is made as to the amount that will be realized from such auction. Each item is to be sold without reserve. Seller and its agents are not allowed to bid on their own items. Auctioneer is constituted as the agent only of Owner and not a principal in the sale of items. Auctioneer reserves the right to refuse any item.		
Titled Equipment	The Seller hereby appoints BidCal Inc as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration or ownership of, any portion of Schedule A Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide BidCal with either, as applicable, signed original titles, or a notarized LPOA and unsigned original titles at least two weeks prior to the Online Auction. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule A Equipment being made available for sale for the Online Auction until such documentation is provided.		
Liens/Encumbrances	<p><b>Are there any liens on the equipment?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>Seller Initials:</b> _____</p> <ol style="list-style-type: none"> <li>If "Yes," please attach information for each of lien holders for any and all blanket liens and/or incumbrances.</li> <li>Unless otherwise disclosed herein, the undersigned, on behalf of the Seller, certifies that all Equipment is or will be free of all liens, charges, security interest, tax or duty obligations or other encumbrances prior to being placed for sale in an Online Auction.</li> <li>The Seller assigns proceeds from the sale of the item as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the item.</li> </ol>		
Title Transfer Fees; Lien Search Fees	The Seller will pay applicable fees, lien search fees and title transfer fees, unless otherwise specified in writing. Fees will be deducted from any amounts owing to the seller.		
No Item to be Sold Outside the Auction	No item included in Schedule A may be sold before the auction without the written consent of both parties. If an item is sold before it is auctioned, the sale proceeds shall be considered as part of the gross proceeds of the auction.		

Payment	Within 20 banking days after the closing date for receipt of bids, Auctioneer shall provide Seller with a full accounting of the proceeds of the auction, expenses advanced by Auctioneer and commissions earned together with payment of all amounts due Seller unless delayed due to the actions of others.
Indemnity and Risk of Loss	<p>Seller shall defend, indemnify and hold Auctioneer and its agents and employees harmless from all expenses (including reasonable attorney's fees), claims, demands and causes of action arising out of any item of property sold whether arising before or after sale, including, but not limited to, claims relating to ownership or the right to possession of an item sold or the proceeds of the sale and claims for property damage, personal injury or death arising from any defect or other condition of any item sold or to be sold and claims arising from any inaccuracy in the description of an item.</p> <p>Until title and the risk of loss to any item offered for sale passes to the buyer thereof, Seller shall bear the entire risk of loss to such item, whether or not it is in the possession of Auctioneer or its agents, unless the loss shall be solely caused by the willful misconduct of Auctioneer. Auctioneer will not insure any item against loss by theft, fire or other means. Insurance is Seller's responsibility. Seller waives all rights of subrogation against Auctioneer under all policies of insurance for any loss to items of Seller's property in Auctioneer's possession.</p>
Attorney's Fees	The prevailing party in any action brought to enforce the terms of this agreement shall be entitled to its reasonable attorney's fees as a part of its costs of suit.
Auctioneer's Bond	Auctioneer has a bond on file with the California Secretary of State as required by law.
Fuel/Batteries/Tire Repair Costs	The Seller will reimburse BidCal Inc for the cost plus 10% of fuel, batteries, and tire repair as BidCal Inc deems necessary for the demonstration and sale of Schedule A Equipment, if applicable.
This Agreement (including the Exhibits and Schedules to this Agreement) contains the entire agreement of the parties with respect to the subject matter of the Contract. The contract supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Contract can only be amended through a written document formally executed by all parties.	

## COMMISSION RATES

**Each lot** will be charged a commission on its gross value, using the following commission schedule:

<input type="checkbox"/> Schedule A	\$7,500 and up	10%
	\$3,500 - \$7,499	12%
	\$1,500 - \$3,499	15%
	\$5 - \$1,499	25%

Per Lot Minimum Charge: \$100

Note – Commission Schedule applies to each lot and not total sale.

Notes:

<input type="checkbox"/> Schedule B	% Flat Commission of Gross Sale Proceeds	
<input type="checkbox"/> Schedule C	<p>_____ % for any lot realizing more than \$ _____; and</p> <p>_____ % for any lot realizing \$ _____ or less.</p>	

## SIGNATURES SELLER

Account Name			
Name:		Title:	
By (Signature):		Date Signed:	

## SIGNATURES BIDCAL

Name:		Title:	
By (Signature):		Date Signed:	

SCHEDULE A TO AGREEMENT  
EQUIPMENT FOR ONLINE AUCTION

Sellers Name: \_\_\_\_\_ Consignor Code: \_\_\_\_\_

## Item Descriptions

An itemized list of what will be sold will be compiled, attached, and incorporated into this agreement prior to the start of the auction.

### **Seller Initials:**

CONFIDENTIAL

Page 3 of 3

Page 205 of 317



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

---

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

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. Four/Fifths roll call vote

---

**Recommendation:**

Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Background and Discussion:**

Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Action:**

Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Supplemental Budget Request 20142 \$2,450,000
2. ENGIE Projects Beginning FY 20242025

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

(Auditor's Use Only)

Department: CAPITAL IMPROVE HVAC

Dept. No: 20143

Date 12/3/2024

The reason for this request is (check one):

Reason for this request is (check one):

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

### Approval Required

---

## Board

## Board

## Board

## Auditor

## Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature.

**Supplemental budget requests require Auditor/Controller's signature**  
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request

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

A) Revenue and expenditure budgets were not established in the FY 2024-2025 budget book approved by the Board of Supervisors for department 20142, in Subfund 0096E

B) Proceeds from the issuance of debt will be used to fund the capital improvements leaseback expenditures for the energy project with Engie

C) The leaseback energy project with Engie has already begun in fiscal year 2024-2025

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  
Engie Projects  
Beginning FY 2024-2025

Project	Category of Work	Description of Work	Scheduled Value	Project A					Project B				
				Portion of Mobilization	Allocation Basis of Mobilization	Allocation %age of Mobilization	Reallocation of Mobilization	Total Estimated Cost of Asset	Portion of Mobilization	Allocation Basis of Mobilization	Allocation %age of Mobilization	Reallocation of Mobilization	Total Estimated Cost of Asset
1 - All Projects	Mobilization	Mobilization	2,150,849.00	480,122.00			(480,122.00)		1,670,727.00			(1,670,727.00)	
A - Leaseback	HVAC Replacement	Annex Building	1,497,874.00		1,497,874.00	77.9945%	374,469.00	1,872,343.00					
A - Leaseback	HVAC Replacement	Courthouse	422,613.00		422,613.00	22.0055%	105,653.00	528,266.00					
B - Solar and Other	LED Lighting	Almanor Recreation Center	20,414.00						20,414.00	0.3055%	5,104.00	25,518.00	
B - Solar and Other	LED Lighting	Animal Shelter	30,481.00						30,481.00	0.4561%	7,620.00	38,101.00	
B - Solar and Other	LED Lighting	Annex Building	252,219.00						252,219.00	3.7741%	63,055.00	315,274.00	
B - Solar and Other	LED Lighting	Chester Complex & Library	68,365.00						68,365.00	1.0230%	17,091.00	85,456.00	
B - Solar and Other	LED Lighting	Chester Veterans Memorial Hall	14,807.00						14,807.00	0.2216%	3,702.00	18,509.00	
B - Solar and Other	LED Lighting	County Assessor (Permit Center)	53,330.00						53,330.00	0.7980%	13,332.00	66,662.00	
B - Solar and Other	LED Lighting	Courthouse	114,404.00						114,404.00	1.7119%	28,601.00	143,005.00	
B - Solar and Other	LED Lighting	Fairgrounds Commercial Building	36,351.00						36,351.00	0.5439%	9,088.00	45,439.00	
B - Solar and Other	LED Lighting	Human resources (Probation)	20,412.00						20,412.00	0.3054%	5,103.00	25,515.00	
B - Solar and Other	LED Lighting	Plumas County Street Lighting	6,488.00						6,488.00	0.0971%	1,622.00	8,110.00	
B - Solar and Other	LED Lighting	Portola Library	19,110.00						19,110.00	0.2860%	4,778.00	23,888.00	
B - Solar and Other	LED Lighting	Portola Veterans Memorial Hall	22,743.00						22,743.00	0.3403%	5,686.00	28,429.00	
B - Solar and Other	LED Lighting	Quincy Library	25,633.00						25,633.00	0.3836%	6,408.00	32,041.00	
B - Solar and Other	LED Lighting	Quincy Museum	6,791.00						6,791.00	0.1016%	1,698.00	8,489.00	
B - Solar and Other	LED Lighting	Quincy Veteran's Memorial Hall	8,829.00						8,829.00	0.1321%	2,207.00	11,036.00	
B - Solar and Other	LED Lighting	Road Commissioner Office (Public Works Building)	24,650.00						24,650.00	0.3689%	6,163.00	30,813.00	
B - Solar and Other	LED Lighting	Sheriff's Office	43,646.00						43,646.00	0.6531%	10,912.00	54,558.00	
B - Solar and Other	HVAC Replacement	Almanor Recreation Center	162,563.00						162,563.00	2.4325%	40,641.00	203,204.00	
B - Solar and Other	HVAC Replacement	Animal Shelter	331,458.00						331,458.00	4.9598%	82,864.00	414,322.00	
B - Solar and Other	HVAC Replacement	Chester Complex & Library	150,527.00						150,527.00	2.2524%	37,632.00	188,159.00	
B - Solar and Other	HVAC Replacement	Chester Veterans Memorial Hall	128,566.00						128,566.00	1.9238%	32,141.00	160,707.00	
B - Solar and Other	HVAC Replacement	County Assessor (Permit Center)	331,858.00						331,858.00	4.9658%	82,964.00	414,822.00	
B - Solar and Other	HVAC Replacement	Fairgrounds Commercial Building	136,928.00						136,928.00	2.0489%	34,232.00	171,160.00	
B - Solar and Other	HVAC Replacement	Human resources (Probation)	103,840.00						103,840.00	1.5538%	25,960.00	129,800.00	
B - Solar and Other	HVAC Replacement	Portola Library	77,916.00						77,916.00	1.1659%	19,479.00	97,395.00	
B - Solar and Other	HVAC Replacement	Quincy Veteran's Memorial Hall	66,791.00						66,791.00	0.9994%	16,698.00	83,489.00	
B - Solar and Other	HVAC Replacement	Road Commissioner Office (Public Works Building)	118,135.00						118,135.00	1.7677%	29,534.00	147,669.00	
B - Solar and Other	HVAC Replacement	Sheriff's Office	156,359.00						156,359.00	2.3397%	39,090.00	195,449.00	
B - Solar and Other	Pump VFDs	Fairgrounds	96,200.00						96,200.00	1.4395%	24,050.00	120,250.00	
B - Solar and Other	Pump VFDs	Large Pump House	112,053.00						112,053.00	1.6767%	28,013.00	140,066.00	
B - Solar and Other	Solar Project	Annex Building	1,610,034.00						1,610,034.00	24.0918%	402,508.00	2,012,542.00	
B - Solar and Other	Backup Generators	Almanor Recreation Center	170,719.00						170,719.00	2.5546%	42,680.00	213,399.00	
B - Solar and Other	Backup Generators	Animal Shelter	114,824.00						114,824.00	1.7182%	28,706.00	143,530.00	
B - Solar and Other	Backup Generators	Annex Building	227,772.00						227,772.00	3.4083%	56,943.00	284,715.00	
B - Solar and Other	Backup Generators	Beckwourth Nervino Airport	143,244.00						143,244.00	2.1434%	35,811.00	179,055.00	
B - Solar and Other	Backup Generators	Chester Rogers Field Airport	178,038.00						178,038.00	2.6641%	44,509.00	222,547.00	
B - Solar and Other	Backup Generators	Child Support	198,277.00						198,277.00	2.9669%	49,569.00	247,846.00	
B - Solar and Other	Backup Generators	County Ag Commissioner Office	162,426.00						162,426.00	2.4305%	40,606.00	203,032.00	
B - Solar and Other	Backup Generators	County Assessor (Permit Center)	237,747.00						237,747.00	3.5575%	59,437.00	297,184.00	
B - Solar and Other	Backup Generators	Human resources (Probation)	165,630.00						165,630.00	2.4784%	41,407.00	207,037.00	
B - Solar and Other	Backup Generators	Portola Library	168,796.00						168,796.00	2.5258%	42,199.00	210,995.00	
B - Solar and Other	Backup Generators	Quincy Gansner Field Airport	154,198.00						154,198.00	2.3073%	38,549.00	192,747.00	
B - Solar and Other	Backup Generators	Quincy Library	241,911.00						241,911.00	3.6198%	60,478.00	302,389.00	
B - Solar and Other	Backup Generators	Quincy Museum	167,427.00						167,427.00	2.5053%	41,857.00	209,284.00	
			10,754,246.00	480,122.00	1,920,487.00	1.00		2,400,609.00	1,670,727.00	6,682,910.00	1.00		8,353,637.00

Budget FY 24-25	Org Code	Object	Amount	Org Code	Object	Amount
Capital Impoverements	2014254	540110	2,400,69	2014254	540110	2,400,69
Capital Impoverements	2014258	58000	49,391	2014258	58000	49,391
Transfer-Out	2014248	48000	(1,000,000)	2014248	48000	(1,000,000)
Transfer-In	2014348	48000	48000	2014348	48000	48000
Proceeds from Loan	2014248	49002	(1,450,000)	2014248	49002	(1,450,000)
Proceeds from Loan	2014348	49002	(8,460,000)	2014348	49002	(8,460,000)



## PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

---

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

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** December 10, 2024

**SUBJECT:** **Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. Four/Fifths roll call vote**

---

**Recommendation:**

Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Background and Discussion:**

Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Action:**

Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Supplemental Budget Request 20143 \$8,509,391
2. ENGIE Projects Beginning FY 20242025

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

(Auditor's Use Only)

Department: CAPITAL IMP SOLAR/OTHER

Dept. No: 20143

Date \_\_\_\_\_

The reason for this request is (check one):

Reason for this request is (check one):

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

### Approval Required

## Board

## Board

## Board

### Auditor

### Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Supplemental budget requests require Auditor/Controller's signature.

Supplemental budget requests require Auditor/Controller's signature  
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request

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

A) Revenue and expenditure budgets were not established in the FY 2024-2025 budget book approved by the Board of Supervisors for department 20143 in Subfund 0096E

B) Proceeds from the issuance of debt will be used to fund the capital improvement expenditures for the solar/other energy project with Engie

C) The solar/other energy project with Engie has already begun in fiscal year 2024-2025

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  
Engie Projects  
Beginning FY 2024-2025

Project	Category of Work	Description of Work	Scheduled Value	Project A					Project B				
				Portion of Mobilization	Allocation Basis of Mobilization	Allocation %age of Mobilization	Reallocation of Mobilization	Total Estimated Cost of Asset	Portion of Mobilization	Allocation Basis of Mobilization	Allocation %age of Mobilization	Reallocation of Mobilization	Total Estimated Cost of Asset
1 - All Projects	Mobilization	Mobilization	2,150,849.00	480,122.00		(480,122.00)			1,670,727.00			(1,670,727.00)	
A - Leaseback	HVAC Replacement	Annex Building	1,497,874.00		1,497,874.00	77.9945%	374,469.00	1,872,343.00					
A - Leaseback	HVAC Replacement	Courthouse	422,613.00		422,613.00	22.0055%	105,653.00	528,266.00					
B - Solar and Other	LED Lighting	Almanor Recreation Center	20,414.00						20,414.00		0.3055%	5,104.00	25,518.00
B - Solar and Other	LED Lighting	Animal Shelter	30,481.00						30,481.00		0.4561%	7,620.00	38,101.00
B - Solar and Other	LED Lighting	Annex Building	252,219.00						252,219.00		3.7741%	63,055.00	315,274.00
B - Solar and Other	LED Lighting	Chester Complex & Library	68,365.00						68,365.00		1.0230%	17,091.00	85,456.00
B - Solar and Other	LED Lighting	Chester Veterans Memorial Hall	14,807.00						14,807.00		0.2216%	3,702.00	18,509.00
B - Solar and Other	LED Lighting	County Assessor (Permit Center)	53,330.00						53,330.00		0.7980%	13,332.00	66,662.00
B - Solar and Other	LED Lighting	Courthouse	114,404.00						114,404.00		1.7119%	28,601.00	143,005.00
B - Solar and Other	LED Lighting	Fairgrounds Commercial Building	36,351.00						36,351.00		0.5439%	9,088.00	45,439.00
B - Solar and Other	LED Lighting	Human resources (Probation)	20,412.00						20,412.00		0.3054%	5,103.00	25,515.00
B - Solar and Other	LED Lighting	Plumas County Street Lighting	6,488.00						6,488.00		0.0971%	1,622.00	8,110.00
B - Solar and Other	LED Lighting	Portola Library	19,110.00						19,110.00		0.2860%	4,778.00	23,888.00
B - Solar and Other	LED Lighting	Portola Veterans Memorial Hall	22,743.00						22,743.00		0.3403%	5,686.00	28,429.00
B - Solar and Other	LED Lighting	Quincy Library	25,633.00						25,633.00		0.3836%	6,408.00	32,041.00
B - Solar and Other	LED Lighting	Quincy Museum	6,791.00						6,791.00		0.1016%	1,698.00	8,489.00
B - Solar and Other	LED Lighting	Quincy Veteran's Memorial Hall	8,829.00						8,829.00		0.1321%	2,207.00	11,036.00
B - Solar and Other	LED Lighting	Road Commissioner Office (Public Works Building)	24,650.00						24,650.00		0.3689%	6,163.00	30,813.00
B - Solar and Other	LED Lighting	Sheriff's Office	43,646.00						43,646.00		0.6531%	10,912.00	54,558.00
B - Solar and Other	HVAC Replacement	Almanor Recreation Center	162,563.00						162,563.00		2.4325%	40,641.00	203,204.00
B - Solar and Other	HVAC Replacement	Animal Shelter	331,458.00						331,458.00		4.9598%	82,864.00	414,322.00
B - Solar and Other	HVAC Replacement	Chester Complex & Library	150,527.00						150,527.00		2.2524%	37,632.00	188,159.00
B - Solar and Other	HVAC Replacement	Chester Veterans Memorial Hall	128,566.00						128,566.00		1.9238%	32,141.00	160,707.00
B - Solar and Other	HVAC Replacement	County Assessor (Permit Center)	331,858.00						331,858.00		4.9658%	82,964.00	414,822.00
B - Solar and Other	HVAC Replacement	Fairgrounds Commercial Building	136,928.00						136,928.00		2.0489%	34,232.00	171,160.00
B - Solar and Other	HVAC Replacement	Human resources (Probation)	103,840.00						103,840.00		1.5538%	25,960.00	129,800.00
B - Solar and Other	HVAC Replacement	Portola Library	77,916.00						77,916.00		1.1659%	19,479.00	97,395.00
B - Solar and Other	HVAC Replacement	Quincy Veteran's Memorial Hall	66,791.00						66,791.00		0.9994%	16,698.00	83,489.00
B - Solar and Other	HVAC Replacement	Road Commissioner Office (Public Works Building)	118,135.00						118,135.00		1.7677%	29,534.00	147,669.00
B - Solar and Other	HVAC Replacement	Sheriff's Office	156,359.00						156,359.00		2.3397%	39,090.00	195,449.00
B - Solar and Other	Pump VFDs	Fairgrounds	96,200.00						96,200.00		1.4395%	24,050.00	120,250.00
B - Solar and Other	Pump VFDs	Large Pump House	112,053.00						112,053.00		1.6767%	28,013.00	140,066.00
B - Solar and Other	Solar Project	Annex Building	1,610,034.00						1,610,034.00		24.0918%	402,508.00	2,012,542.00
B - Solar and Other	Backup Generators	Almanor Recreation Center	170,719.00						170,719.00		2.5546%	42,680.00	213,399.00
B - Solar and Other	Backup Generators	Animal Shelter	114,824.00						114,824.00		1.7182%	28,706.00	143,530.00
B - Solar and Other	Backup Generators	Annex Building	227,772.00						227,772.00		3.4083%	56,943.00	284,715.00
B - Solar and Other	Backup Generators	Beckwourth Nervino Airport	143,244.00						143,244.00		2.1434%	35,811.00	179,055.00
B - Solar and Other	Backup Generators	Chester Rogers Field Airport	178,038.00						178,038.00		2.6641%	44,509.00	222,547.00
B - Solar and Other	Backup Generators	Child Support	198,277.00						198,277.00		2.9669%	49,569.00	247,846.00
B - Solar and Other	Backup Generators	County Ag Commissioner Office	162,426.00						162,426.00		2.4305%	40,606.00	203,032.00
B - Solar and Other	Backup Generators	County Assessor (Permit Center)	237,747.00						237,747.00		3.5575%	59,437.00	297,184.00
B - Solar and Other	Backup Generators	Human resources (Probation)	165,630.00						165,630.00		2.4784%	41,407.00	207,037.00
B - Solar and Other	Backup Generators	Portola Library	168,796.00						168,796.00		2.5258%	42,199.00	210,995.00
B - Solar and Other	Backup Generators	Quincy Gansner Field Airport	154,198.00						154,198.00		2.3073%	38,549.00	192,747.00
B - Solar and Other	Backup Generators	Quincy Library	241,911.00						241,911.00		3.6198%	60,478.00	302,389.00
B - Solar and Other	Backup Generators	Quincy Museum	167,427.00						167,427.00		2.5053%	41,857.00	209,284.00
			10,754,246.00	480,122.00	1,920,487.00	1.00		2,400,609.00	1,670,727.00	6,682,910.00	1.00		8,353,637.00

Budget FY 24-25	Org Code	Object	Amount	Org Code	Object	Amount
2014254	540110	2,400.69	Capital Impairments	2014254	540110	8,353,637
2014258	58000	49,391	Cost of issuance	2014258	58000	155,754
2014248	48000	(1,000.000)	Transfer-in	2014248	48000	(49,391)
2014248	48000	(1,450.000)	Proceeds from Loan	2014248	49002	(8,460,000)
2014354	524706	2014352	Proceeds from Loan	2014348	49002	
2014354	540110	524706		2014348	49002	
2014254	540110	2,400.69	Capital Impairments	2014254	540110	8,353,637
2014258	58000	49,391	Cost of issuance	2014258	58000	155,754
2014248	48000	(1,000.000)	Transfer-in	2014248	48000	(49,391)
2014248	48000	(1,450.000)	Proceeds from Loan	2014248	49002	(8,460,000)



**PLUMAS COUNTY**  
**OFFICE OF EMERGENCY SERVICES**  
**MEMORANDUM**

---

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

**FROM:** Travis Goings, Director of Risk Management

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize supplemental budget transfer(s) of \$7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. Four/Fifths roll call vote

---

**Recommendation:**

Approve and authorize supplemental budget transfer(s) of \$7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Background and Discussion:**

Approve and authorize supplemental budget transfer(s) of \$7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Action:**

Approve and authorize supplemental budget transfer(s) of \$7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Supplemental Budget Request 20022

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

## Department: DISASTER RESPONSE

Dept. No: 20022

Date 11/26/2024

The reason for this request is (check one):

**Approval Required**

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

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) NO INITIAL BUDGET REQUESTED.

B) \_\_\_\_\_

C) EXPENSES NEED TO BE PAID IN FY 24/25

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 11/21



## BALANCE SHEET FOR 2025 5

FUND: 0022 DISASTER RESPONSE FUND / SUB-FUND 00000			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS	0022010 10100	CASH - OPERATING	24,193.69	127,053.91
		TOTAL ASSETS FOR SUB-FUND 00000	24,193.69	127,053.91
FUND BALANCE	0022030 3000	RESTRICTED (UNDSGN-B)		
	0022039 3995	EXPENDITURE CONTROL	408,335.31	408,335.31
	0022039 3996	REVENUE CONTROL	-432,534.00	-432,534.00
		TOTAL FUND BALANCE FOR SUB-FUND 00000	-24,193.69	-127,053.91
		TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000	-24,193.69	-127,053.91
		TOTAL ASSETS FOR FUND 0022	24,193.69	127,053.91
		TOTAL LIABILITIES FOR FUND 0022		
		TOTAL FUND BALANCE FOR FUND 0022	-24,193.69	-127,053.91
		TOTAL LIABILITIES + FUND BALANCE FOR 0022	-24,193.69	-127,053.91

\*\* END OF REPORT - Generated by Amanda Higgins \*\*



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Mike Grant, Deputy Sheriff II - Communication Coordinator

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one snowmobile; total not to exceed \$14,500; (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one 2024 Polaris Snowmobile; total not to exceed \$14,500 (No General Fund Impact) Title III Funds 70331-542600 ; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

**Background and Discussion:**

The Board of Supervisors previously approved a Title III grant submitted by the Sheriff's Office to purchase snowmobiles for use by Plumas County Search and Rescue (PCSAR). In turn, PCSAR has applied for and been awarded a grant as a 501(c)(3) non-profit for a snowmobile through the California Dept of Parks and Recreation Off-Highway Vehicle Division for one snowmobile that this Title III purchase will match, effectively doubling the purchasing power of the Title III funds. Gott Powersports was able to provide the best pricing and is a local dealer.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one 2024 Polaris Snowmobile; total not to exceed \$14,500 (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

**Fiscal Impact:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one 2024 Polaris Snowmobile; total not to exceed \$14,500 (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

**Attachments:**

1. 4353 FINAL

**MASTER PURCHASE AGREEMENT  
COUNTY OF PLUMAS**

**Date:** **Nov 9, 2024**

**Vendor:** **Gott Powersports**  
123 Crescent St  
Quincy, CA 95971

**County:** **County of Plumas**  
Department of **Sheriff**  
1400 E. Main St.  
Quincy, Ca 95971

**Tel:** **530-283-2136**

**Tel:** **530-283-7440**

**Description:** **Purchase of 1 2024 Polaris Snowmobile**  
as identified in the purchase agreement attached to MPA as Exhibit A.

**Cost:** The total compensation payable under this agreement, inclusive of all expenses, shall not exceed  
**\$ Fourteen Thousand Five Hundred Dollars** Dollars  
**(\$ 14,500 )**  
**Term:** Agreement shall commence on **Execution** and shall terminate on  
**Delivery** unless the Contract is terminated earlier.

---

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit B and incorporated herein by this reference.

**VENDOR:**

By:

*Josh Crosby*

Name: *Josh Crosby*

Title: *General Manager*

Date Signed: *11/9/24*

**COUNTY:**

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

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

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

Chair, Board of Supervisors

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

**ATTEST:**

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

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

Deputy Clerk of the Board

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

Approved as to Form

*Joshua Brechtel*

County Counsel Office

**Gott Powersports**  
 123 Crescent Street, Hwy 70  
 Quincy CA 95971  
 530-283-2136

Plumas County Search & Rescue

1405 E main St.  
 quincy ca 95971

H

W 530-283-7440 C 530-514-3268

**Buyer's Order**

Date  
 Order No.  
 Salesman Jason Crosby

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

**Unit Information**

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2024	Polaris	S24TFK6RS	SN1TFK6R0RC212063	2063	\$13,894.43
New	2024	Polaris	S24TFK6RS	SN1TFK6R1RC212069	2069	\$13,894.43

**Options:**

K-COVER 146-165 RMK POLY	\$593.98 D	Manufacturer Retail Price	\$29,398.00
BELT-DRIVE,11.5CD,CVT	\$179.99 D	Less Dealer Discount	\$1,609.14
BELT-DRIVE,11.5CD,CVT	\$179.99 D	Dealer Unit Price	\$27,788.86
		Factory Options	\$0.00
		Added Accessories	\$953.96
		Freight	\$1,094.00
		Dealer Prep / Rigging Fee	\$0.00
		Prepaid Maintenance	\$0.00
		Title Fees	\$0.00
		Registration Fees	\$0.00
		GAP	\$0.00
		Theft Protection	\$0.00
		Tire & Wheel	\$0.00
		Service Contracts	\$0.00
		Extended Warranty	\$0.00
		Fiberglass Protection	\$0.00
		UCC	\$0.00
		Tire Fee	\$0.00
		Gift Certificates	\$0.00
		Gel Coat/Vinyl Protection	\$0.00
		Paint & Fabric Protection	\$0.00
		Customer Rebates	(\$3,000.00)
		<b>Cash Price</b>	<b>\$26,836.82</b>
		Trade Allowance	\$0.00
		Payoff	\$0.00

**Notes:**

Net Trade	\$0.00
<b>Net Sale</b> (Cash Price - Net Trade)	<b>\$26,836.82</b>
Sales Tax	\$2,163.18
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

**Trade Information**

Total Other Charges	\$2,163.18
<b>Sub Total</b> (Net Sale + Other Charges)	<b>\$29,000.00</b>
Cash Down Payment	\$0.00
<b>Amount to Pay/Finance</b>	<b>\$29,000.00</b>

**Monthly Payment of \$0.00 For 0 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

\*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_

Thank You for Your Business!



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

---

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

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

**MEETING DATE:** December 10, 2024

**SUBJECT:** Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project; discussion and possible action.

---

**Recommendation:**

1. Review Plumas National Forest Draft Decision (Selected Alternative 4) Notice/Finding of No Significant Impact (DN/FONSI) October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project.
2. Delegate authority to two Board of Supervisors to work with County staff to prepare a County comment letter.
3. Approve and authorize Chair to sign and County staff to submit the County comment letter no later than December 16, 2024.

**Background and Discussion:**

On June 21, 2022, the Board of Supervisors sent the Plumas National Forest a scoping comment letter concerning the Notice of Proposed Action for the Community Protection – Central and West Slope Project with ten (10) comments (see attachment for additional context of the County's June 2022 comment letter), as follows:

1. Consider forest health to include tree mortality as described in the October 2020 Plumas County Local Hazard Mitigation Plan (Section 4.3.16).
2. Consider in the determination of what/how critical infrastructure was/will be chosen the October 2020 Plumas County Local Hazard Mitigation Plan (Section 4.2.2), which defines critical facilities in Plumas County including infrastructure.
3. Elaborate on the multiple benefits of an all-lands approach to fire and fuels management to include recreational trails for the community and discussion of the intent for motorized and/or non-motorized.
4. Describe the intent for the disposal of the organic material, which should support community economic resilience drivers such as forest products and wood utilization.
5. Include Greenville, Crescent Mills, Taylorsville, and the Indian Valley area as a defined Community Protection Zone.
6. Address seasonality and air quality when using prescribed fire.
7. Elaborate on the method used/will be used to identify which roads are included in the need to improve road systems for community egress and emergency responder ingress and if said roads do or do not interface with County roads.
8. Utilize Plumas County Office of Emergency Services (OES) and the Geographic Information Systems (GIS) Department to understand existing Plumas County evacuation routes, mapping, and signage and where gaps exist for improvements to the systems for road egress and ingress.
9. Should a Forest Plan Amendment be included as part of the proposed project, a consistency and compatibility analysis of the Forest Plan to the 2035 Plumas County General Plan Goals, Policies, and Implementation Measures is recommended.

10. Collaborate and consult with Plumas County as an interested party through the PCCC.

During the public comment scoping period circa June 2022 comments were received from 19 interested agencies, organizations, and individuals, including those from Plumas County listed above. Plumas National Forest identified five relevant issue areas raised during the scoping period: Wildfire and Forest Resilience, Special-Status Species, Hydrology, Air Quality and Climate Change, and affects to Designated Land Allocations (e.g., Wilderness, designated or eligible Wild and Scenic Rivers, Special Interest Areas, Protected Activity Centers, and others).

Then, circa June 2023 10 groups and 25 individuals submitted comments during the public comment period on the draft Environmental Assessment. Plumas County did not comment at the draft Environmental Assessment stage.

#### **Administrative Review and Objection Opportunities – Decision Notice – Selected Alternative 4**

At this time, a draft Decision Notice (see attachment for additional context describing the Decision and the selection of Alternative 4) has been issued for the Community Protection – Central and West Slope Project Environmental Assessment, dated September 2024, the associated Finding of No Significant Impact (FONSI) and is subject to the objection process pursuant to 36 CFR 218 subpart B. A full description of Alternative 4 can be found in the Environmental Assessment along with the full project record and supporting documents, available at: <https://www.fs.usda.gov/project/plumas/?project=62873>

**Objections must be submitted within 45 days following the publication of the legal notice, or no later than December 16, 2024.**

Objections will only be accepted from those who have previously submitted specific written comments regarding the proposed project during scoping or other designated opportunity for public comment, including Plumas County. Issues raised in objections must be based on previously submitted timely, specific comments regarding the proposed project unless based on new information arising after designated opportunities. Objections must include:

1. Objector's name and address, with a telephone number, if available;
2. Signature or other verification of authorship upon request;
3. When multiple names are listed on an objection, identification of the lead objector;
4. The name of the proposed project, name and title of the responsible official, and name(s) of the affected national forest(s) and/or ranger district(s);
5. A description of those aspects of the proposed project addressed by the objection, including specific issues related to the proposed project; if applicable, how the objector believes the environmental analysis or draft decision specifically violates law, regulation, or policy; suggested remedies that would resolve the objection; supporting reasons for the reviewing officer to consider; and
6. A statement that demonstrates the connection between your prior specific written comments and the content of your objection.

#### **Project Background**

The Community Protection – Central and West Slope Project proposes to implement fuels reduction and other vegetation treatments that mitigate the risk to communities and critical infrastructure from wildfire and climate change on approximately 217,721 acres throughout the Plumas National Forest (portions of the Beckwourth, Feather River, and Mt. Hough Ranger districts).

The Project is concentrated within several community zones across the forest that have moderate-, high-, or very high-risk wildfire hazard potential in portions of Plumas, Yuba, Butte, and Sierra counties. The Plumas County Fire Safe Council has identified geographic areas containing communities at risk from wildfire. Within

or near the Project area, these communities include Portola/Beckwourth, Mohawk Valley, Johnsville, Eureka Ridge Estates, Cromberg, Greenhorn, Spring Garden, Cutler, Massack, Quincy, Keddie, Meadow Valley, Bucks Lake, Faggs Ranch, South Fork, Little Grass Valley, Camel, Slate, and American House. The Project proposes to mitigate wildfire risk and promote forest resilience within the Wildland Urban Interface (WUI) surrounding those communities at highest risk from wildfire within and immediately adjacent to the Plumas National Forest and along critical transportation routes that facilitate emergency access and evacuation.

The Project proposes additional reforestation and herbicide treatments within the WUI in areas burned by the 2018 Camp Fire and 2020 North Complex to restore resilient forest conditions.

The Project proposes mechanical, manual, prescribed fire, and herbicide treatments to maintain desired conditions and treatment efficacy across the project landscape and facilitate repeated cross-boundary wildfire risk mitigation activities necessary to achieve an all-lands approach to wildfire and fuels management.

The Environmental Assessment describes the Project area containing overly dense stands that are conducive to large and severe wildfires. Based on current forest conditions and existing wildfire threats, a sequence of vegetation treatments should achieve the following standards within the treatment area:

- Reduce flame lengths from current conditions (i.e., exceeding 12 feet and up to 25 feet) to an average of 4 feet or less in treated areas under 98th percentile weather conditions.
- Reduce surface, ladder, and crown fuels to facilitate improved fire suppression efficiency, visual contact, structure defense, aerial retardant penetration to ground, and opportunities for contingency line construction and/or burnout operations.
- Reduce surface, ladder, and crown fuels so that less than 20 percent of the treated Project area would have crown fire potential under 98th percentile weather.

The Environmental Assessment describes access within the Project area to include approximately 931.3 miles of forest service roads. Road maintenance and/or improvement may occur on any forest service road segment where it is needed to implement Alternative 4; however, it is not known at present which forest service roads would require maintenance or improvements to implement the Project until on the ground condition surveys are done in the pre-design phase. County and private roads may also require maintenance to support the Project.

#### **Alternative 4 Project Specific Forest Plan Amendment**

Alternative 4 includes a Project-specific plan amendment to the Plumas National Forest Plan. The existing Forest Plan specifies basal area and canopy cover requirements in mechanical thinning treatments in mature forest habitats outside of WUI Defense Zones. It also specifies a maximum tree diameter limit of 30 inches diameter at breast height (dbh) for mechanical conifer thinning treatments, with exceptions for safety and operational needs. The basal area, canopy cover, and tree diameter requirements limit the ability to meet forest resiliency objectives. The need to amend the Forest Plan is driven by the goals of the Project combined with a need to perform treatments beyond fuels reduction to address forest resiliency in the Project area. In addition, the current Forest Plan specifies that limited treatment is permissible in California spotted owl Protected Activity Centers (PACs) only when necessary to meet fuels objectives. However, the Forest Plan does not allow for treatments aimed at improving habitat resiliency, promoting fire-resilient conifers, or encouraging growth of large-diameter trees. The Conservation Strategy for the California Spotted Owl in the Sierra Nevada (CSO Strategy) recognizes the need to incorporate habitat restoration actions to maintain suitable habitat in the face of climate change and increasing high-severity wildfire risk. The proposed actions in Alternative 4 provide focused spotted owl habitat conservation in Protected Activity Centers (PACs), Territories and Wildlife Corridors in line with what is recommended in the CSO Strategy. This focused protection is combined with the more general conservation strategy of variable density thinning, which protects the largest trees in clumps and promotes the long-term development of a heterogeneous forest structure.

#### **Action:**

1. Review Plumas National Forest Draft Decision (Selected Alternative 4) Notice/Finding of No Significant Impact (DN/FONSI) October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project.
2. Delegate authority to two Board of Supervisors to work with County staff to prepare a County comment letter.
3. Approve and authorize Chair to sign and County staff to submit the County comment letter no later than December 16, 2024.

**Fiscal Impact:**

FY 24/25 Planning Department General Fund Budget (Planning Director staff time).

**Attachments:**

1. PNF\_ProtectProjectCommentLetter\_PLUMAS CO\_6.21.22
2. 20241030\_CPCWS\_AdministrativeReviewCoverLetter
3. Oct2024 Draft Decision

# BOARD OF SUPERVISORS

---

DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



June 21, 2022

Kristin Winford, Project Manager  
United States Forest Service  
Plumas National Forest  
159 Lawrence Street  
Quincy, CA 95971

*Submitted via email: [comments-pacificsouthwest-plumas@usda.gov](mailto:comments-pacificsouthwest-plumas@usda.gov)*

**RE: PLUMAS NATIONAL FOREST NOTICE OF PROPOSED ACTION (NOTICE)  
“PROTECT PROJECT”  
PLUMAS COUNTY SCOPING COMMENT LETTER**

Dear Kristin Winford:

The Plumas County Board of Supervisors understands the Plumas National Forest is beginning the environmental analysis process for the proposed Community Protection Project (“Protect Project”), which proposes activities across the Plumas National Forest in four (4) Community Protection Zones that have moderate-, high-, or very high-risk wildfire hazard potential and is designed to implement fuels treatments through a combination of actions including prescribed fire, manual treatments, and mechanical treatments to reduce risk of wildfire impacts to communities and critical infrastructure, improve ingress and egress to communities, and reduce the potential for extreme fire behavior in the wildland urban interface (WUI).

The County is highly aware that the Plumas National Forest has experienced multiple recent years of catastrophic wildfire, burning 65 percent of the National Forest and that the communities and forests in Plumas have been seriously impacted by wildfires. The Board of Supervisors strongly agrees there is a need to protect communities from future wildfires and supports the Plumas National Forest in making Protect Project *the* critical priority work for the Forest.

On June 8, 2022 [scoping comment deadline], Plumas sent an email with a list of ten (10) initial scoping comments (enclosed) to identify potential Purpose and Need and Proposed Action issues critical to the County and its residents and visitors. This scoping comment letter is an annex to the June 8, 2022 email, as discussion before the public and the Plumas County Board of Supervisors occurred at the regularly scheduled meeting June 21, 2022.

**"PROTECT PROJECT"  
PLUMAS COUNTY SCOPING COMMENTS**

1. Consider forest health to include tree mortality as described in the October 2020 Plumas County Local Hazard Mitigation Plan (Section 4.3.16).

The Protect Project Notice of Proposed Action (Notice) states, *"Forests within the proposed project area have high potential to experience catastrophic wildfire before project treatments are completed. Significant drought and the effects of climate change continue to drive longer and more severe fire seasons. These conditions, combined with hazardous fuel accumulations and overstocked forest conditions have increased the frequency, extent, and impact of large wildfires."*

Forest health and resilience should be integrated into the Purpose and Need statement. Reference Section 4.3.16 of the Plums County Local Hazard Mitigation Plan (LHMP) to understand that drought related tree mortality is identified as a hazard significant in geographic extent in Plumas and likely to occur in County communities.

In the past decade, tree mortality has increased in the northern portion of Plumas County as well as the Lakes Basin area. The recent years of drought conditions combined with overall increase in temperatures leaves trees more susceptible to disease and contributes to the increase in tree mortality. During the past statewide tree mortality event, much of Plumas county was designated as Tier 2 High mortality hazard on the watershed scale along with numerous Tier 1 High hazard "hot spots."

Action 41 in the LHMP directs the identification and implementation of priority wildfire risk reduction projects from the Plumas County Community Wildfire Protection Plan (CWPP) to enhance forest health including detection, prevention, and mitigation of tree mortality.

The Plumas County October 2020 LHMP can be found at the following link:

<https://www.plumascounty.us/2218/Documents>

The Plumas County CWPP can be found at the following link:

<https://www.plumasfiresafe.org/wildfire-planning-documents.html>

2. Consider in the determination of what/how critical infrastructure was/will be chosen the October 2020 Plumas County Local Hazard Mitigation Plan (Section 4.2.2), which defines critical facilities in Plumas County including infrastructure.

The Protect Project Notice states, *"The following steps were implemented to create an evolving map and initiate development of the Protect concept: 1. Identify communities and critical infrastructure with greatest risk from fire."*

Refer to Section 4.2.2 of the Plumas County LHMP for an inventory of critical infrastructure, as identified by the County. For purposes of the LHMP, a critical facility is defined as: Any facility, including without limitation, a structure, infrastructure, property, equipment or service, that if adversely affected during a hazard event may result in severe consequences to public health, safety, and the environment or interrupt essential services and operations for the community at any time before, during, and after the hazard event.

**“PROTECT PROJECT”  
PLUMAS COUNTY SCOPING COMMENTS**

3. Elaborate on the multiple benefits of an all-lands approach to fire and fuels management to include recreational trails for the community and discussion of the intent for motorized and/or non-motorized.

Plumas understands the US Forest Services views an “all-lands approach” as bringing landowners and stakeholders together across boundaries to decide on common goals for the landscapes they share to achieve mutual long-term outcomes. Plumas would like to know how the California Department of Forestry and Fire Protection (CAL FIRE) specifically will be interfacing with the Protect Project, in partnership with the Plumas National Forest, working together, collectively, to reduce the risk of wildfire impacts.

The potential of having permanent fire breaks in place that provide for multiple benefits, such as recreational trails for County residents and visitors which further supports economic development, is valued. The desire and demand of recreation in Plumas is high, and adding recreational amenities would assist in meeting the needs.

Plumas would like to learn more regarding if the intent of the recreational trails is for motorized and/or non-motorized uses.

Additionally, issues pertaining to the development of permanent fire breaks should consider erosional effects and the management and eradication of noxious weeds and vegetation.

4. Describe the intent for the disposal of the organic material, which should support community economic resilience drivers such as forest products and wood utilization.

The Protect Project Notice states, *“Mechanical treatments would be used to reduce tree density. Vegetation may be machine piled, masticated, chipped, or scattered. Mastication and chips may be...removed from site when in high concentration.”*

If possible within federal rules and standards, the disposal of the organic material should be repurposed to support community economic resilience drivers such as forest products and wood utilization.

5. Include Greenville, Crescent Mills, Taylorsville, and the Indian Valley area as a defined Community Protection Zone.

The Protect Project Notice includes the following Community Protection Zones with the highest wildfire hazard potential rating: Eastside Communities, Greater American Valley, Greater Mohawk Valley, and West Slope Communities, and states, *“We will focus on landscapes with a high likelihood that an ignition could expose homes, communities, and infrastructure to wildfire. The general goal of fuels treatments is to modify fire behavior to a lower intensity surface fire, with reduced burn severity and crown fire potential.”*

Plumas requests the proposed project include the areas of Greenville, Crescent Mills, Taylorsville, and Indian Valley as a defined Community Protection Zone to retain and make permanent the fire control lines, at a minimum, that were established around these communities to defend against the 2021 devastating Dixie Fire.

**"PROTECT PROJECT"  
PLUMAS COUNTY SCOPING COMMENTS**

6. Address seasonality and air quality when using prescribed fire.

The Protect Project Notice states, *"All prescribed fire treatments would be implemented in accordance with applicable design criteria under appropriate fuel and weather conditions to move treatment areas toward desired conditions. The project has been designed to provide a range of prescribed fire opportunities that can be prioritized and scheduled as necessary in any given year, allowing for flexibility in implementation and creating a mosaic landscape of fuel continuity and vegetative seral stages. Thus, the annual acreage treated with prescribed fire will vary based on current and predicted fuel and weather conditions, air quality, funding, and other resource conditions. All prescribed fire treatments will comply with State and federal air quality standards and the approved Prescribed Fire Plan, PMS 484-1, as described in the Interagency Prescribed Fire Planning and Implementation Procedures Guide, PMS 484."*

Consideration of the health and welfare of the residents and visitors of the County is of utmost importance and Plumas County recognizes compliance with State and federal air quality standards is planned, in addition to the annual variability when implementing prescribed fire treatments.

7. Elaborate on the method used/will be used to identify which roads are included in the need to improve road systems for community egress and emergency responder ingress and if said roads do or do not interface with County roads.

The Protect Project Notice states, *"We plan to create or improve egress and road improvements to meet or support community needs for emergency access and egress. Engineering improvements to identified road systems may be implemented to increase width and turnouts to meet current transportation needs. Identify road systems in need of improvement to meet the current need for egress of the public and ingress of first responders."*

Plumas County requests information and involvement in the methods used to identify roads that impact community egress and emergency responder ingress and the interface with County roads, in addition to finding necessary funding sources and solutions for implementation.

8. Utilize Plumas County Office of Emergency Services (OES) and the Geographic Information Systems (GIS) Department to understand existing Plumas County evacuation routes, mapping, and signage and where gaps exist for improvements to the systems for road egress and ingress.

The Protect Project Notice states, *"The following steps were implemented to create an evolving map and initiate development of the Protect concept: 1. Identify communities and critical infrastructure with greatest risk from fire. 2. Identify treatments necessary... 3. Create a map and divide into logical subunits. 4. Create a clearinghouse of information for Forest personnel and partners to access..."*

Plumas County OES and the GIS Department should be consulted to acquire County-level mapping for communities, critical infrastructure, and evacuation route data, among other relevant information.

**"PROTECT PROJECT"  
PLUMAS COUNTY SCOPING COMMENTS**

9. Should a Forest Plan Amendment be included as part of the proposed project, a consistency and compatibility analysis of the Forest Plan to the 2035 Plumas County General Plan Goals, Policies, and Implementation Measures is recommended.

The Protect Project Notice states, *"In order to address the increased risk to communities posed by recent and projected extreme fire behavior, a Forest Plan Amendment may be included as part of this project."*

Plumas, through the adoption of the Resolution of the Plumas County Coordinating Council (PCCC), sets the expectation that, *"...Federal and State agency actions shall be made consistent with all county land use plans, and other management plans affecting the natural environment, economic stability, or the public health and safety of the citizens of Plumas County..."*

For example, the Plumas County General Plan includes policies for fuel break zones that comply with defensible space requirements and encouragement to promote and conduct forest thinning programs on both public and private lands, along strategic fuel break locations, in high fire risk areas, urban wild land interface areas, and areas with extensive rural residential development for purposes of maintaining the health of the forest, reducing catastrophic carbon emissions, and reducing the risk of fire, while improving wildlife habitat and protecting watershed functions.

The Plumas County 2035 General Plan can be found at the following link:  
<https://www.plumascounty.us/2116/Plumas-County-General-Plan>

10. Collaborate and consult with Plumas County as an interested party through the PCCC.

The Protect Project Notice states, *"There is a concurrent plan to collaborate with interested parties to identify issues and develop alternatives that are consistent with the purpose and need. The Forest Service is expecting a focused environmental analysis that will include public involvement, disclosure of issues and alternative development, an effects analysis for each alternative studied in detail, and a preferred alternative."*

The Notice also states, *"Due to the critical and time-sensitive nature of the proposed action, the Forest may elect to seek an Emergency Situation Determination (ESD), alternative arrangements (36 CFR 220.4(b)(2)), or use other emergency authorities to expedite implementation of all or portions of these projects. While we recognize that expediting implementation reduces one last opportunity for formal public involvement prior to a final decision, we are also aware of the urgency to implement some or all of these actions. That is why the agency has decided to promote robust public involvement at the beginning of this planning process and environmental analysis."*

The PCCC was established by the Plumas County Board of Supervisors on October 21, 2008 with the adoption of Resolution 08-7514 to coordinate the plans, policies, and priorities of Plumas County with those of federal and state agencies, particularly the United States Forest Service.

**"PROTECT PROJECT"  
PLUMAS COUNTY SCOPING COMMENTS**

The PCCC functions as an advisory body to the Board of Supervisors. Resolution 08-7514 states, "A resolution adopting and implementing Coordinated Agency Status in accordance with federal and state laws, and notifying Federal and State agencies maintaining jurisdiction over lands and/or resources located within the County of Plumas of the intent and expectation that Federal and State agency actions shall be made consistent with all county land use plans, and other management plans affecting the natural environment, economic stability, or the public health and safety of the citizens of Plums County, and to otherwise notify and confer with the County."

Engagement with Plumas County local government and its residents and stakeholders is critical to an inclusive environmental process and effective project outcomes; therefore, upon completion of the draft environmental document, scheduling a PCCC meeting is a necessity to confer with the County.

Further, due to the urgent need for fuels treatments and the other scoped activities, Plumas advocates that the Plumas National Forest seek an ESD or use of another emergency authority to move as quickly as possible in expediting implementation of all or portions of the projects.

### **In Closing**

Plumas appreciates the opportunity to provide scoping comments on the Protect Project and encourages the Plumas National Forest to engage in a collaborative planning and environmental analysis process. The proposed activities to implement fuels treatments to reduce the risk of wildfire impacts to communities and critical infrastructure, to improve ingress and egress to communities, and to reduce the potential for extreme fire behavior in the WUI can't come soon enough. Protect Project is an important and critical effort, which executed properly, will be a positive impact for Plumas County's forest health and community resilience.

Sincerely,



Kevin Goss, Chair  
Plumas County Board of Supervisors

**"PROTECT PROJECT"  
PLUMAS COUNTY SCOPING COMMENTS**

Enclosures: June 8, 2022 Plumas County email RE: Plumas County Initial Scoping Comments  
"Protect Project" sent by Tracey Ferguson, Planning Director, to [comments-pacificsouthwest-plumas@usda.gov](mailto:comments-pacificsouthwest-plumas@usda.gov)

Plumas National Forest, Notice of Proposed Action, Opportunity to Provide  
Scoping Comments, Community Protection (Protect) Project

Cc: Doug LaMalfa, Congressional District 1  
Brian Dahle, Senate District 1  
Megan Dahle, Assembly District 1  
Christopher Carlton, Forest Supervisor  
Board of Supervisors, Plumas  
Sheriff Todd Johns  
Gretchen Stuhr, County Counsel  
Tracey Ferguson, Director of Planning  
John Mannle, Director of Public Works  
Willo Vieira, Agricultural Commissioner

## Ferguson, Tracey

---

**To:** 'comments-pacificsouthwest-plumas@usda.gov'  
**Cc:** 'kristin.winford@usda.gov'; Stuhr, Gretchen; White, Heidi; 'Supervisor Kevin Goss'; Jeff Engel ; 'Sherrie Thrall'; 'ceresolasuper1@yahoo.com'; Hagwood, Greg; Mannle, John; Vieira, Willo  
**Subject:** RE: Plumas County Initial Scoping Comments "Protect Project"

**From:** Ferguson, Tracey

**Sent:** Wednesday, June 8, 2022 12:54 PM

**To:** 'comments-pacificsouthwest-plumas@usda.gov' <comments-pacificsouthwest-plumas@usda.gov>  
**Cc:** 'kristin.winford@usda.gov' <kristin.winford@usda.gov>; Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>; White, Heidi <heidiwhite@countyofplumas.com>; 'Supervisor Kevin Goss' <kevin.goss4district2@gmail.com>; Jeff Engel <engel.dist.5@gmail.com>; 'Sherrie Thrall' <sherrie.thrall@gmail.com>; 'ceresolasuper1@yahoo.com' <ceresolasuper1@yahoo.com>; Hagwood, Greg <GregHagwood@countyofplumas.com>; Mannle, John <johnmannle@countyofplumas.com>; Vieira, Willo <WilloVieira@countyofplumas.com>  
**Subject:** Plumas County Initial Scoping Comments "Protect Project"

Dear Kristin Winford –

The Plumas County Board of Supervisors understands the Plumas National Forest is beginning the environmental analysis process for the proposed Community Protection Project ("Protect Project"), which proposes activities across the Plumas National Forest in four (4) Community Protection Zones that have moderate-, high-, or very high-risk wildfire hazard potential and is designed to implement fuels treatments through a combination of actions including prescribed fire, manual treatments, and mechanical treatments to reduce risk of wildfire impacts to communities and critical infrastructure, improve ingress and egress to communities, and reduce the potential for extreme fire behavior in the wildland urban interface (WUI).

The County is highly aware that the Plumas National Forest has experienced multiple recent years of catastrophic wildfire, burning 65 percent of the National Forest and that the communities and forests in Plumas have been seriously impacted by wildfires. The Board of Supervisors strongly agrees there is a need to protect communities from future wildfires and supports the Plumas National Forest in making Protect Project *the* critical priority work for the Forest.

Plumas respectfully submits the following initial scoping comments to identify potential Purpose and Need and Proposed Action issues critical to the County and its residents and visitors. The formal Plumas County Scoping Comment Letter from the Plumas County Board of Supervisors is forthcoming and will be sent to Plumas National Forest on or about June 21, 2022 after the Supervisors have had the opportunity to bring the Comment Letter before the public at a regularly scheduled meeting.

1. Consider forest health to include tree mortality as described in the October 2020 Plumas County Local Hazard Mitigation Plan (Section 4.3.16)
2. Consider in the determination of what/how critical infrastructure was/will be chosen the October 2020 Plumas County Local Hazard Mitigation Plan (Section 4.2.2), which defines critical facilities in Plumas County including infrastructure
3. Elaborate the multiple benefits of an all-lands approach to fire and fuels management to include recreational trails for the community and discussion of the intent for motorized and/or non-motorized
4. Describe the intent for the disposal of the organic material, which should support community economic resilience drivers such as forest products and wood utilization
5. Include Greenville, Crescent Mills, Taylorsville, and Indian Valley area as a defined Community Protection Zone
6. Address seasonality and air quality when using prescribed fire

7. Elaborate on the method used/will be used to identify which roads are included in the need to improve road systems for community egress and emergency responder ingress and if said roads do or do not interface with County roads
8. Utilize Plumas County Office of Emergency Services and the Geographic Information Systems (GIS) Department to understand existing Plumas County evacuation routes, mapping, and signage and where gaps exist for improvements to the systems for road egress and ingress
9. Should a Forest Plan Amendment be included as part of the proposed project, a consistency and compatibility analysis of the Forest Plan to the 2035 Plumas County General Plan Goals, Policies, and Implementation Measures is recommended
10. Collaborate and consult with Plumas County as an interested party through the Plumas County Coordinating Council (PCCC)

Regards,  
Tracey

**Tracey Ferguson, AICP**  
*Planning Director*



Plumas County Planning & Building Services  
Planning Department  
555 Main Street  
Quincy, CA 95971  
P: (530) 283-6214  
F: (530) 283-6134  
[traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com)  
[www.plumascounty.us](http://www.plumascounty.us)

\*\*Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.\*\*



United States  
Department of  
Agriculture

Forest  
Service

Pacific Southwest Region  
Plumas National Forest

159 Lawrence Street  
Quincy, CA 95971  
530-283-2050  
TDD: 530-534-7984  
Fax: 530-283-7746

---

**File Code:** 1950  
**Date:** May 4, 2022

Dear Interested Party:

I would like to introduce you to a project(s) that is proposed for planning this year and for implementation in 2023.

The Plumas National Forest is beginning the environmental analysis process for the proposed Community Protection Project (referred to as the Protect Project hereafter). This project proposes activities across the Plumas National Forest designed to reduce risk of wildfire impacts to communities and critical infrastructure, improve ingress and egress to communities, and reduce the potential for extreme fire behavior in the wildland urban interface (WUI), through an all-lands approach to fire and fuels management. In order to address the increased risk to communities posed by recent and projected extreme fire behavior, a Forest Plan Amendment may be included as part of this project.

Scoping is the first formal step in public participation. We need your help to make sure we analyze the issues and effects that are of concern to you. Please review the enclosed information and send us comments that will help us to develop our analysis.

The project record can be found online at: <https://www.fs.fed.us/sopa/forest-level.php?110511>

Your comments should be electronically mailed to comments-pacificsouthwest-plumas@usda.gov. Please indicate the name "Protect Project" on the subject line of your email. If you are commenting on a specific community, please add the community's name. Comments submitted electronically must be in rich text format (.rtf), plain text format (.txt.), portable document format(.pdf), or Word (.docx). Comments may be mailed, delivered, or faxed to the Plumas National Forest, Attn: Kristin Winford, 159 Lawrence Street, Quincy, CA 95971 (Monday-Friday 8:00 a.m.to 4:30 p.m., FAX (530) 283-7746).

Due to the critical and time-sensitive nature of the proposed action, the Forest may elect to seek an Emergency Situation Determination (ESD), alternative arrangements (36 CFR 220.4(b)(2)), or use other emergency authorities to expedite implementation of all or portions of these projects. While we recognize that expediting implementation reduces one last opportunity for formal public involvement prior to a final decision, we are also aware of the urgency to implement some or all of these actions. That is why the agency has decided to promote robust public involvement at the beginning of this planning process and environmental analysis.



Caring for the Land and Serving People

Printed on Recycled Paper



For additional information regarding this project, please contact Kristin Winford, Project Manager at the Plumas National Forest, 159 Lawrence Street, Quincy, CA; (530) 927-9853; [kristin.winford@usda.gov](mailto:kristin.winford@usda.gov). Thank you for your continued interest in land management on the Plumas National Forest.

Sincerely,

CHRISTOPH  
ER CARLTON

Digitally signed by  
CHRISTOPHER CARLTON  
Date: 2022.05.04 13:31:01  
-07'00"

CHRISTOPHER CARLTON  
Forest Supervisor

Notice of Proposed Action  
Opportunity to Provide Scoping Comments

## **Community Protection (Protect) Projects**

Plumas National Forest  
Plumas County, California

### **Comments Welcome**

The Plumas National Forest appreciates the comments received during the early development of this project. The Forest has used that information to design this proposed action, which targets fuels treatments that mitigate the risk to communities and critical infrastructure from wildfire. To accomplish this urgent community protection need, the proposed action is narrowly focused to reduce risk of wildfire impacts to communities and critical infrastructure, improve ingress and egress to communities, and reduce the potential for extreme fire behavior in the wildland urban interface (WUI), through an all-lands approach to fire and fuels management. The public is encouraged to take part in the environmental analysis process for the Protect Project by submitting written or oral comments. There will also be opportunities to work with the Forest Service and our partners during collaborative outreach.

The National Environmental Policy Act of 1969 (NEPA) guides the Forest Service decision-making process and provides opportunities for interested parties to give their input towards specific proposed projects by the federal government and submit their ideas about resource management. This input is important in helping the Forest Service identify potential issues and resource needs which will shape the alternatives that are evaluated and lead to the formation of a decision. This proposed action falls under the provisions of the Plumas National Forest Land and Resource Management Plan (PNF LRMP) (USDA 1988) as amended by the Sierra Nevada Forest Plan Amendment (SNFPA) Final Supplemental Environmental Impact Statement (FSEIS) and Record of Decision (ROD) (USDA 2004a, 2004b). This project is being planned under authorization of the Pre-decisional Administrative Review Process procedures for National Forest System projects and activities (36 CFR §218).

## Protect Project Plumas National Forest

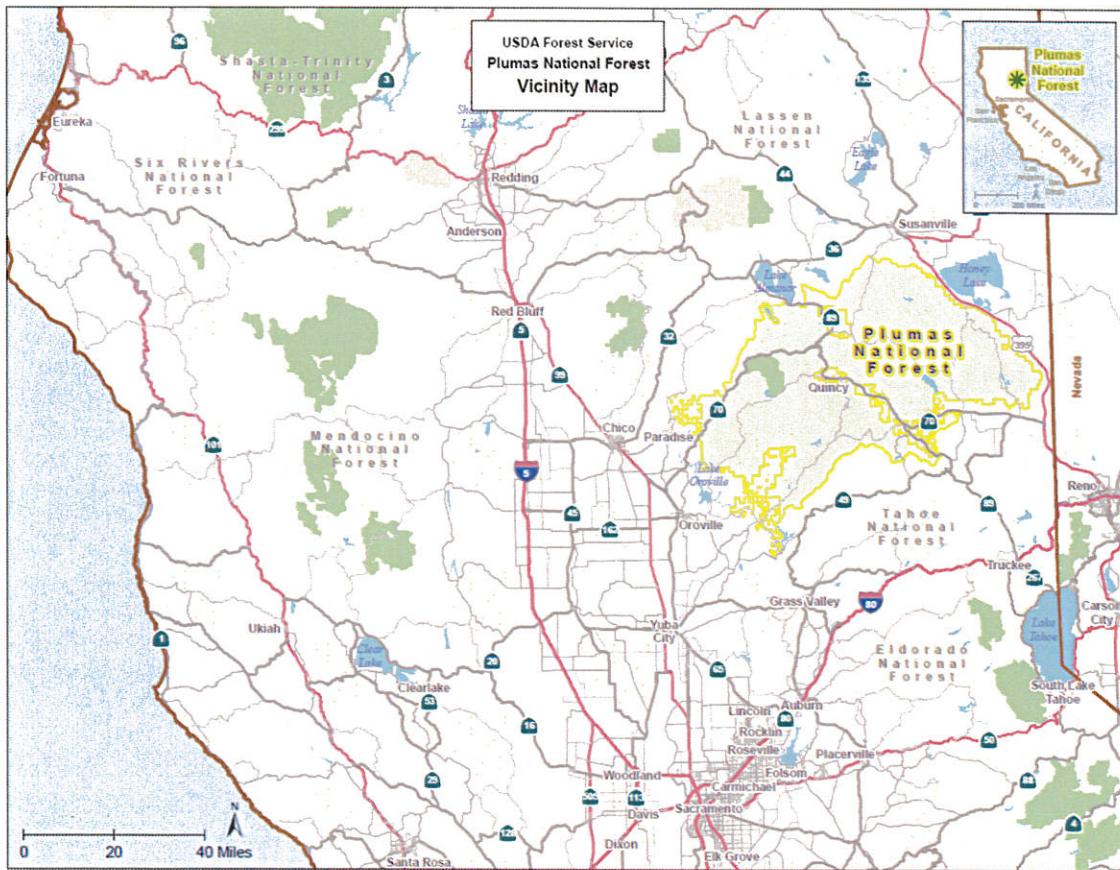


Figure 1. Vicinity Map of Plumas National Forest in California

### Introduction

The Plumas National Forest is beginning the environmental analysis process for the proposed Community Protection Project (referred to as the Protect Project hereafter). This project proposes activities across the Plumas National Forest designed to reduce risk of wildfire impacts to communities and critical infrastructure, improve ingress and egress to communities, and reduce the potential for extreme fire behavior in the wildland urban interface (WUI), through an all-lands approach to fire and fuels management. The participation of interested persons, state and local governments, and tribes is encouraged at this time and throughout the development of this project.

The Protect Project is concentrated on a number of community zones across the Forest that have moderate-, high-, or very high-risk wildfire hazard potential. Current working titles for these community zones at risk are Eastside Communities, Greater American Valley, Greater Mohawk Valley, and West Slope Communities. Several or all of these community specific projects are being further developed including disclosure of issues and alternative development, an effects analysis for each alternative studied in detail, and a preferred alternative by project partners.

## **Background**

The Plumas National Forest has experienced multiple recent years of catastrophic wildfire, burning 65 percent of the National Forest. Our communities and forests have been seriously impacted by wildfire. There is a need to protect communities from future wildfires. This is the critical priority work for our Forest.

**Protect:** Considering these recent fire seasons and their enormous impact, we need to take action to reduce fire risk to communities and critical infrastructure. Our objective is to complete a collaborative planning and environmental analysis process that will allow us to have signed decisions for all areas identified in the proposed action that allow a meaningful level of threat reduction in time for implementation next season.

The following steps were implemented to create an evolving map and initiate development of the Protect concept:

1. Identify communities and infrastructure with greatest risk from fire.
2. Identify treatments necessary to make a substantial difference in the risk level for these communities; given current and predicted conditions, observed fire behavior, as well as suppression resource availability.
  - a. This can include potential locations where fire suppression is likely to be effective (Potential Operational Delineations, PODs), blocks of vegetation altered to slow or change the behavior of fire (fuel breaks), and other fuels reduction activities.
  - b. Identify road systems in need of improvement to meet the current need for egress of the public and ingress of first responders.
  - c. Include all ownership.
  - d. Identify areas that have existing, ongoing, or pending treatments. Include them if the existing decision does not allow adequate treatment.
3. Create a map and divide into logical subunits.
4. Create a clearinghouse of information for Forest personnel and partners to access. Ongoing communications with partners will result in multiple projects depending on partner commitments.

## **Purpose and Need for Action**

The purpose of this project is to implement fuels treatments that mitigate the risk to communities and critical infrastructure from wildfire. These fuels treatments are needed to reduce the accumulation of excessive surface fuels and create sustainable, resilient vegetation structure that allows for the safe defense of human communities and their associated high value resources and assets. To accomplish this, the project will need to:

### **1. Reduce risk of wildfire impacts to communities and critical infrastructure**

We will focus on landscapes with a high likelihood that an ignition could expose homes, communities, and infrastructure to wildfire. The general goal of fuels treatments is to modify fire behavior to a lower intensity surface fire, with reduced burn severity and

crown fire potential which would mimic conditions occurring under a natural fire regime as described in General Technical Report 220 and 237 (North et al., 2009, 2012).

## **2. Improve road systems for community egress**

Several communities identified within the scope of this project lack efficient egress should the community face a rapid moving fire without warning. This was seen during the Fly Fire of 2021 when community members of Butterfly Valley competed with first responders for egress and ingress. Evacuations save lives and allow responding personnel to focus on the emergency at hand.

## **3. Reduce the potential for extreme fire behavior in the wildland urban interface**

The intermingling of wildland fuels and man-made structures has made the control of wildfires within the wildland urban interface (WUI) more difficult, dangerous, and costly. The need to reduce excessive surface fuels, ladder fuels, and in some cases intermediate overstory tree density in the project area will reduce flame lengths, slow fire spread, and decrease the potential for extreme fire behavior. Reducing extreme fire behavior improves opportunities for fire suppression resources to safely contain the fire before it reaches man-made structures and critical infrastructure.

## **4. Foster an all-lands approach to fire and fuels management**

The understanding that effective community wildfire protection requires all landowners to work together has never been greater. Many residents have been proactively thinning and prescribed burning their private property through a steadily growing collaborative effort. There is a need to construct permanent fire control lines around communities to support and sustain these efforts into the future. Having permanent fire breaks in place will make implementation of cross-boundary prescribed burns easier and repeatable and may also serve as recreational trails for the community.

The Sierra Nevada Forest Plan Amendment (SNFPA) FSEIS and ROD (USDA 2004a, 2004b), relies on a network of land allocations and has an associated set of desired conditions, management intents, and management objectives. These three elements provide direction to land managers for designing and developing fuels and vegetation management projects.

The wildland urban intermix zone (WUI) is an area where human habitation is mixed with areas of flammable wildland vegetation. It extends from the edge of developed private land into Federal, private, and State jurisdictions. The WUI is comprised of two zones: the defense zone and the threat zone (USDA 2004b).

### **Proposed Action**

The proposed action would reduce risk of wildfire impacts on communities and critical infrastructure through a combination of actions including prescribed fire, manual treatments, and mechanical treatments to reduce excessive surface fuels and promote cross-boundary treatments to sustain long-term protection for communities from wildfire.

Treatments would include multiple entries (e.g., hand-cut, hand-pile, pile-burn, under-burn) and recurring treatments (e.g., understory burning followed several years later by another understory burning). Engineering improvements to identified road systems may be implemented to increase width and turnouts to meet current transportation needs.

### **Prescribed Fire**

Prescribed fire treatments would be applied in forested areas with excessive accumulations of live fuels; in areas with excessive accumulations of dead fuels; in mature chaparral stands to create a mosaic of age classes. All prescribed fire treatments would be implemented in accordance with applicable design criteria under appropriate fuel and weather conditions to move treatment areas toward desired conditions.

Prescribed fire would be ignited under conditions conducive to primarily low to moderate intensity surface fires. Implementation under these circumstances safely and effectively reduces fuel loading while minimizing adverse effects to other resources. The project has been designed to provide a range of prescribed fire opportunities that can be prioritized and scheduled as necessary in any given year, allowing for flexibility in implementation and creating a mosaic landscape of fuel continuity and vegetative seral stages. Thus, the annual acreage treated with prescribed fire will vary based on current and predicted fuel and weather conditions, air quality, funding, and other resource conditions. While prescribed fire would be introduced and maintained on the landscape in fire-adapted ecosystems, it is understood that some acres will be untreated by prescribed fire within burn units.

Treatment methods include broadcast (ignited in areas with little or no forest canopy) burning, understory burning, jackpot (target fuels are concentrations of vegetative fuel) burning, and pile burning. Methods for application of fire may include ground ignition or aerial ignition (e.g., plastic sphere dispenser or helitorch). All prescribed fire treatments will comply with State and federal air quality standards and the approved Prescribed Fire Plan, PMS 484-1, as described in the Interagency Prescribed Fire Planning and Implementation Procedures Guide, PMS 484.

### **Manual (Hand) Treatments**

In areas determined to have a fuel loading and/or stand structure that would not be conducive to safely and effectively implementing low to moderate surface fire, manual fuels treatments would be implemented first. In these situations, hand thinning of shrubs, understory, midstory trees and limbing of primarily overstory trees using chainsaws or other tools may occur prior to implementing prescribed fire to reduce stand density, ladder fuels, and fire behavior. Resulting slash may be scattered or left in place in preparation for understory burning. If there is a high concentration of resulting slash, some or all may be hand piled and burned on site. Manual treatments would be designed to avoid impacts within known cultural sites, sensitive resource sites, known avoidance areas, and riparian areas.

### **Mechanical Treatments**

Mechanical treatments would be used to reduce tree density. Vegetation may be machine piled, masticated, chipped, or scattered. Mastication and chips may be scattered within

the treatment area when in low concentration or removed from site when in high concentration.

Mechanical treatments would include, but not be limited to, the use of tracked and rubber-tired equipment such as a masticator, skidder, excavator, feller-buncher, and chipper.

### **Permanent Fire Control Lines**

Existing features such as roads, rivers, ridges, trails, rock outcrops, existing fuel breaks, and fire lines from previous fire control efforts would be used for control lines where possible. Where infeasible or absent, fire line would be constructed. In most cases permanent fire control lines would be constructed using mechanical methods. Where mechanical equipment is not feasible control lines would be constructed by hand. Maintenance of these control lines would continue indefinitely.

### **Road Improvements for Community Egress**

We plan to create or improve egress and road improvements to meet or support community needs for emergency access and egress.

### **Site Specific Treatment Locations**

Forest fire and fuels managers will work with partners to identify the scope and objectives of potential treatment areas and review those plans with resource specialists.

Implementation on the landscape would begin with actions needed to reduce risk to communities with the highest wildfire hazard potential rating (Figure 1).

### **Allow Flexibility to Adapt to Changes in Conditions from Future Wildfire**

Forests within the proposed project area have high potential to experience catastrophic wildfire before project treatments are completed. Significant drought and the effects of climate change continue to drive longer and more severe fire seasons. These conditions, combined with hazardous fuel accumulations and overstocked forest conditions have increased the frequency, extent, and impact of large wildfires. Research completed on the Plumas National Forest has shown that forested landscapes that burn at high severity tend to reburn at high severity within eight to twelve years after the initial fire. This reburn potential results from large numbers of fire-killed trees remaining on the landscape in the form of standing snags and heavy surface fuels combined with thick regrowth of brush. During drought conditions, the resulting fuels complex is extremely flammable and is frequently too hazardous to allow firefighters to engage in suppression efforts due to large numbers of fire weakened trees and difficult access. There is a need to mitigate these conditions when they develop within community protection zones before they have the opportunity to reburn.

The projects will analyze for changes to desired conditions, treatments, and effects if part or all of project areas burn at low, moderate, or high severity before analysis, decision, or implementation of project activities are accomplished.

## **Legal Compliance**

This proposed action will meet standards and guidelines for land management activities described in the Plumas National Forest Land and Resource Management Plan (PNF LRMP) (USDA 1988) as amended by the Sierra Nevada Forest Plan Amendment (SNFPA) FSEIS and ROD (USDA 2004a, 2004b). This project is being planned under authorization of the Pre-decisional Administrative Review Process procedures for National Forest System projects and activities (36 CFR §218).

Due to the critical and time-sensitive nature of the proposed action, the Forest may elect to seek an Emergency Situation Determination (ESD), alternative arrangements (36 CFR 220.4(b)(2)) or use other emergency authorities to expedite implementation of all or portions of these projects. While we recognize that expediting implementation reduces one last opportunity for formal public involvement prior to a final decision, we are also aware of the urgency to implement some or all of these actions. That is why the agency has decided to promote robust public involvement at the beginning of this planning process and environmental analysis.

## **Project Schedule**

The Forest Service is planning to initiate the public involvement plan and conduct scoping through June 8, 2022. There is a concurrent plan to collaborate with interested parties to identify issues and develop alternatives that are consistent with the purpose and need.

The Forest Service is expecting a focused environmental analysis that will include public involvement, disclosure of issues and alternative development, an effects analysis for each alternative studied in detail, and a preferred alternative. The Forest Service expects to complete an environmental document no later than November of 2022. The Forest Service expects to issue a decision in January 2023 and implementation would begin on the ground during Spring/Summer 2023.

Once the Protect Project environmental document is completed, those who have submitted comments and requested to be included on the project mailing list will be notified prior to public involvement opportunities. Notifications will include links to project specific materials.

## **Possible Alternatives**

In addition to the proposed action, a no action alternative will be analyzed. Additional alternatives may be developed and analyzed during the environmental analysis process.

## **Responsible Official**

The Responsible Official is the Forest Supervisor, Supervisor's Office, 159 Lawrence Street, Quincy, CA 95971.

Based on the scope, locations, and delegated authorities, decisions may be issued by The Forest Supervisor and/or delegated to any or all of the District Rangers. This initiation of scoping is being simultaneously published in each unit's newspaper of record and as distinct projects are identified and developed appropriate public notices will be subsequently provided.

## **Nature of Decision to be Made**

The Responsible Official(s) will decide to implement this proposal, implement an alternative that moves the area towards the desired condition, implement portions of action alternatives, or not to implement any project at this time.

## **Comments Requested**

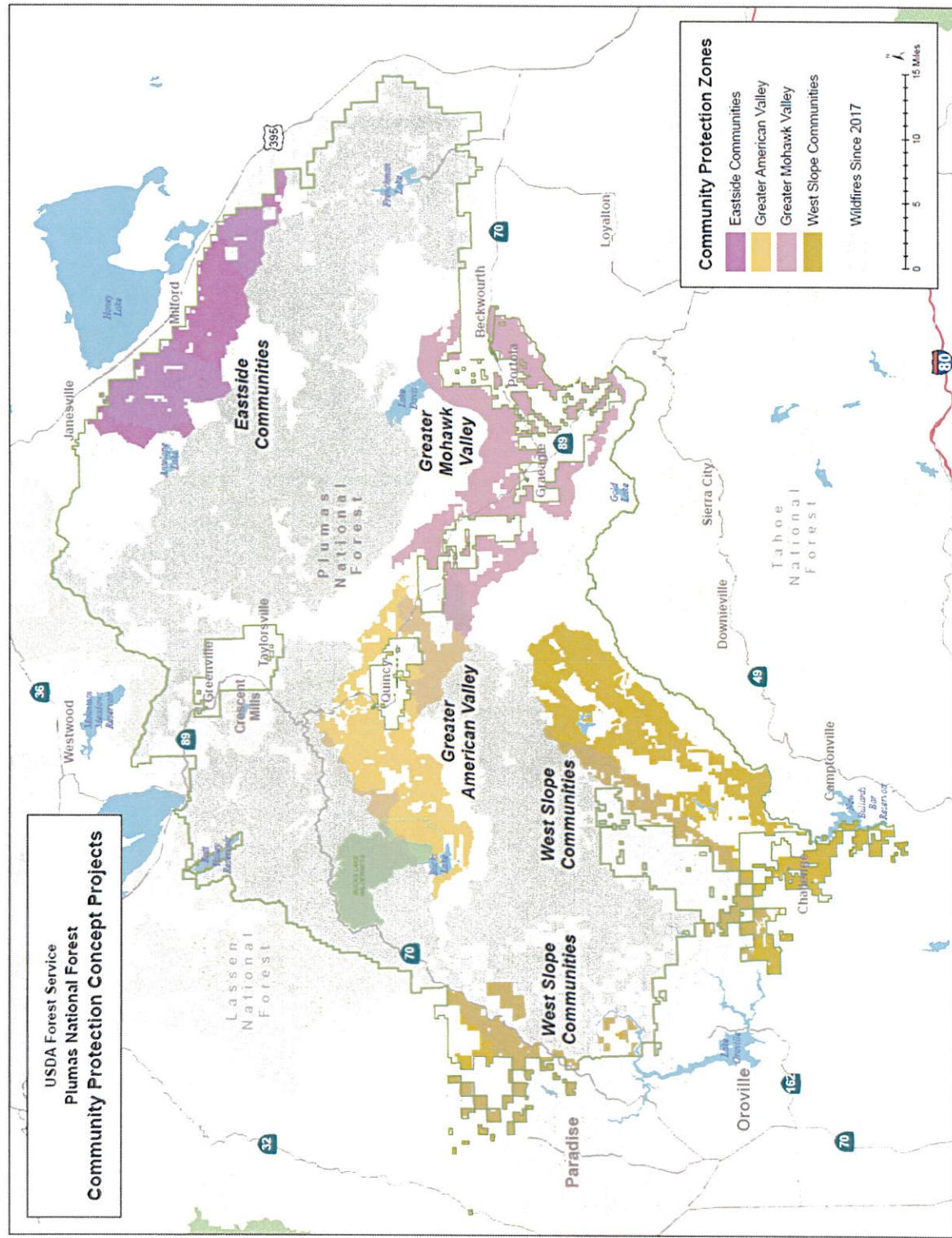
The Forest Service is currently seeking information, comments, and assistance from state and local governments, tribes, and other individuals or organizations that may be interested in, or affected by, the proposed action or management activities. The public is encouraged to take part in the environmental analysis process for the Protect Project by submitting written or oral comments. For your comments to be incorporated most effectively, we would appreciate receiving them by **June 8, 2022**.

Your comments should be forwarded to Kristin Winford, Project Manager, Plumas National Forest, 159 Lawrence Street, Quincy, CA 95971, (530) 927-9853. Comments may be (1) mailed; (2) hand delivered between the hours of 8:00 a.m. to 4:30 p.m., weekdays; (3) faxed to (530) 283-7746; or (4) electronically mailed to [comments-pacificsouthwest-plumas@usda.gov](mailto:comments-pacificsouthwest-plumas@usda.gov). Please indicate the name “Protect Project” on the subject line of your email. If your comments are for a specific community, please include the community’s name. Comments submitted electronically must be in rich text format (.rtf), plain text format (.txt.), portable document format (.pdf), or Word (.docx).

Comments received in response to this solicitation, including names and addresses of those who comment, are part of the public record for this proposed action. Comments submitted anonymously will be accepted and considered; however, anonymous comments will not provide the Agency with the ability to provide the respondent with subsequent environmental documents.

If you have questions or need additional information about this proposal or the comment procedures, please contact Kristin Winford, Project Manager, (530) 927-9853 or email: [kristin.winford@usda.gov](mailto:kristin.winford@usda.gov).

Figure 2. Community Protection Concept Projects





United States  
Department of  
Agriculture

Forest  
Service

Pacific Southwest Region  
Plumas National Forest

159 Lawrence Street  
Quincy, CA 95971  
530-283-2050  
TDD: 530-534-7984  
Fax: 530-283-7746

**File Code:** 1950  
**Date:** October 30, 2024

Dear Interested Party,

As the Responsible Official, I have prepared a draft Decision Notice/Finding of No Significant Impact (DN/FONSI) selecting Alternative 4 of the October 2024 Environmental Assessment (EA) for the Community Protection – Central and West Slope Project located on the Plumas National Forest, in portions of the Beckwourth, Feather River, and Mt. Hough Ranger Districts. This is the second decision to be issued for this project. Alternative 4 includes project-specific plan amendments to the Forest Plan. This alternative would reduce risk of wildfire to communities, evacuation corridors, critical infrastructure, and natural resources through a combination of treatments, while retaining mature forest habitat in areas critical for California spotted owl persistence. Proposed treatment methods include manual and mechanical vegetation removal, prescribed fire, herbicide application, and reforestation.

I appreciate the public feedback I received during the comment period. I have carefully considered the comments and made changes to the Environmental Assessment, Finding of No Significant Impact, and supporting documents to adequately address and respond to concerns brought up in the comments. Documentation of these changes can be found in the project record.

The draft DN/FONSI, EA, and other supporting documents are available for review on the project website at: <https://www.fs.usda.gov/project/plumas/?project=62873>.

I will be hosting a virtual meeting ([Microsoft Teams Webinar](#)) on Thursday, November 7<sup>th</sup>, 2024 from 1:30pm – 3:00pm Pacific Time to go over changes that were made to the proposed action during the development of alternative 4, describe the objection review process, and to answer any questions. Please use the following link to register for the meeting ahead of the event and a link to join the meeting will be emailed to you. [Registration Link](#)

## **ADMINISTRATIVE REVIEW (OBJECTION) OPPORTUNITIES**

This proposed decision is subject to objection pursuant to 36 CFR 218, Subparts A and B. Objections will only be accepted from those who submitted project-specific written comments during scoping or other designated comment period. Issues raised in objections must be based on previously submitted comments unless based on new information arising after the designated comment opportunities [36 CFR 218.8(c)].

Objections must be submitted within 45 days following the publication of the legal notice in *The Mountain Messenger*. The date of the legal notice is the exclusive means for calculating the time to file an objection. Those wishing to object should not rely upon dates or timeframes provided by any other source. It is the objector's responsibility to ensure evidence of timely receipt (36 CFR 218.9).

Objections must be submitted to the Reviewing Officer Jennifer Eberlien Regional Forester, USDA Forest Service. Submit objections online at: <https://www.fs.usda.gov/project/plumas/?project=62873>. From this location, click on the "Comment/Object on Project" link on the right-hand side under the "Get Connected" box. Alternatively, you can use the following direct link to submit objections: <https://cara.fs2c.usda.gov/Public//CommentInput?Project=62873>. If you are unable to access the online



Caring for the Land and Serving People

Printed on Recycled Paper



form, written objections may be submitted by postal mail to: USDA Forest Service, Regional Forester, 1323 Club Drive, Vallejo, CA 94592, Attn: Community Protection - Central and West Slope Project.

Objections must include [36 CFR 218.8(d)]: 1) Objector's name and address, with a telephone number, if available; 2) Signature or other verification of authorship upon request; 3) When multiple names are listed on an objection, identification of the lead objector; 4) The name of the proposed project, name and title of the responsible official, and name(s) of the affected national forest(s) and/or ranger district(s); 5) A description of those aspects of the proposed project addressed by the objection, including specific issues related to the proposed project; if applicable, how the objector believes the environmental analysis or draft decision specifically violates law, regulation, or policy; suggested remedies that would resolve the objection; supporting reasons for the reviewing officer to consider; and, 6) A statement that demonstrates the connection between your prior specific written comments and the content of your objection. Incorporation of documents by reference is permitted only as provided in 36 CFR 218.8(b).

## **IMPLEMENTATION DATE**

If no objection is filed on this project, a Decision Notice may be issued on, but not before, the fifth business day following the close of the objection filing period (36 CFR 218.21). If an objection to this decision is filed in accordance with 36 CFR 218.26, then this Decision Notice may not be signed until all concerns and instructions from the reviewing officer in the objection response have been addressed [36 CFR 218.12 (b)].

## **CONTACT**

For additional information, contact: Ryan Bauer, Project Coordinator, at [ryan.bauer@usda.gov](mailto:ryan.bauer@usda.gov).

Sincerely,



RICHARD G. HOPSON  
Acting Forest Supervisor, Plumas National Forest

cc: Ryan Bauer, Laura Hierholzer, Michael Carson



Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

Pacific Southwest Region, Plumas National Forest

October 2024

## Draft Decision Notice

### Community Protection – Central and West Slope Project

U.S. Forest Service

Plumas National Forest

Butte, Plumas, Sierra, and Yuba Counties, California

#### Introduction

This project proposes to implement fuels reduction and other vegetation treatments that mitigate the risk to communities and critical infrastructure from wildfire and climate change on approximately 217,721 acres throughout the Plumas National Forest. The Community Protection – Central and West Slope Project (Project) is concentrated within several community zones across the forest that have moderate-, high-, or very high-risk wildfire hazard potential. This project proposes to mitigate wildfire risk and promote forest resilience within the Wildland Urban Interface (WUI) surrounding those communities at highest risk from wildfire within and immediately adjacent to the Plumas National Forest and along critical transportation routes that facilitate emergency access and evacuation. The project proposes additional reforestation and herbicide treatments within the WUI in areas burned by the 2018 Camp Fire and 2020 North Complex to restore resilient forest conditions. Lastly, the project proposes mechanical, manual, prescribed fire, and herbicide treatments to maintain desired conditions and treatment efficacy across the project landscape and facilitate repeated cross-boundary wildfire risk mitigation activities necessary to achieve an all-lands approach to wildfire and fuels management.



Noah Berger, AP

Downtown Greenville, Calif., during the Dixie Fire in 2021.

## Background



Noah Berger, AP

Deer walk through the burned community of Greenville, Calif., during the Dixie Fire in 2021.

Over the past 20 years, the Plumas National Forest has experienced wildfires of increasing size and intensity. Over the past 5 years, more than 65 percent of the national forest has been affected by catastrophic wildfire. The Plumas National Forest and surrounding region are experiencing the unprecedented convergence and consequence of climate change, drought, and over 100 years of extremely successful fire suppression in a fire-adapted ecosystem. As a result, vast areas of overly dense, fire-suppressed forests whose composition has shifted toward dominance by fire-intolerant species are experiencing extensive competitive stress, associated susceptibility to pests and disease, and

dramatic increase in catastrophic high-severity wildfires (USFS 2023). Resultant large-scale high-severity wildfires have consumed vast swaths of forest lands, severely degrading natural resources, damaging watersheds, and eliminating a broad-spectrum of wildlife habitats. Beyond landscape-level damage to the Forest's natural resources, these unprecedented high-severity wildfires have severely damaged or completely consumed several communities, displacing thousands of people.

In response to the current Wildfire Crisis, it is critical the Forest Service work urgently to mitigate the untenable composition of remaining fire-suppressed forests across the region through strategic and selective thinning, reducing the potential for catastrophic high-severity wildfire. This work is necessary to ensure conditions for the safe reintroduction of low-to-moderate severity fire into this fire-adapted landscape (USFS 2023).

Telecommunications Facility, several bridges, and recreation facilities including eight campgrounds. Impacts to natural resources were also considerable. The combined total area burned by these wildfires was 1,635,200 acres, of which nearly 800,000 acres (roughly 49%) burned at high severity. On the Plumas National Forest, high severity wildfire resulted in the loss of 241,776 acres of suitable mature forest wildlife habitat, which is roughly 43% of the total available forest-wide before 2018. These fires resulted in impacts to 151 of the 295 California spotted owl Protected Activity Centers (PACs)



Ethan Swope, AP

View of the Dixie Fire near Genesee on the Plumas National Forest as the fire continued to burn on Aug. 21, 2021.



that existed within Plumas National Forest prior to 2018. Fifty-one of those PACs were rendered unsuitable due to a total loss of available habitat, and the remaining 100 revised to exclude patches that burned at high severity and may now consist of lower quality habitat in a less compact configuration. Suppression costs totaled over \$1 billion, and damages are thought to exceed \$27 billion. While the statistics are staggering, the impacts of these fires go beyond the documented fatalities, structure losses, and deforestation. A community may require decades to recover from wildfires of this magnitude, which can create or exacerbate mental health problems, substance abuse, and poverty, particularly for the elderly, economically disadvantaged groups, and the uninsured. Fire recovery can reduce business opportunities and property tax revenues, in turn affecting all public services, including education, law enforcement, and community health services. Protecting communities, evacuation routes, natural resources, and critical infrastructure from future wildfires is a critical priority. Considering these recent wildfires and their enormous impact, the need to take action to reduce fire risk to communities and critical infrastructure is urgent. Suppression costs totaled over \$1 billion, and damages are thought to exceed \$27 billion. While the statistics are staggering, the impacts of these fires go beyond the documented fatalities, structure losses, and deforestation. A community may require decades to recover from wildfires of this magnitude, which can create or exacerbate mental health problems, substance abuse, and poverty, particularly for the elderly, economically disadvantaged groups, and the uninsured. Fire recovery can reduce business opportunities and property tax revenues, in turn affecting all public services, including education, law enforcement, and community health services. Protecting communities, evacuation routes, natural resources, and critical infrastructure from future wildfires is a critical priority. Considering these recent wildfires and their enormous impact, the need to take action to reduce fire risk to communities and critical infrastructure is urgent.

On September 10, 2023 Forest Supervisor Carlton signed a Decision Notice for the LaPorte/Greater Mohawk area, herein referred to as "Decision 1", including 69,925 acres of mechanical and manual thinning and prescribed fire within specific land allocations. Decision 1 utilized an emergency authorization approved by the Chief of the Forest Service. The LaPorte/Greater Mohawk Area decision is a standalone decision for those activities, being the first authorization in a phased decision-making process.

## Decision

This Decision Notice incorporates by reference the Community Protection – Central and West Slope Project Environmental Assessment (EA) dated September 2024, the associated Finding of No Significant Impact (FONSI), and supporting information included in the project record. The decision notice and supporting documents, including the EA, are available on the project website: <https://www.fs.usda.gov/project/plumas/?project=62873>.

I have reviewed the EA, including the analysis in the project file, applicable laws, and the Plumas National Forest Plan as amended. I understand the environmental effects disclosed therein. After careful consideration of the public comments, I have incorporated the following changes to the environmental assessment:

- added design features to reduce air pollution, protect monarch butterfly and western bumblebee, reduce the spread of noxious weeds, and protect visual resources associated with the Pacific Crest Trail (PCT),
- included additional analysis of each individual California spotted owl Home Range Core Area/Territory to better disclose impacts,
- included additional vegetation analysis,



- clarified planning unit acres,
- clarified language regarding:
  - utilization of some Probable Operational Delineation (POD) boundaries and maintenance of permanent firelines,
  - the contribution of past intensive logging practices to current forest conditions,
  - limitations on mastication,
  - opportunities to manage wildfires in the backcountry,
  - protection of fisher habitat,
  - specific watershed conditions and how design criteria were developed,
  - finer scale identification of low-income and minority populations, and
- refined the estimated total area of herbicide use in the project.

## **Selected Alternative**

I have decided to select Alternative 4. I believe Alternative 4 best meets the purpose and need of this project while also responding to public interest and concerns. This decision approves Alternative 4 with one modification; I am excluding treatment within Inventoried Roadless Areas (IRA) from this decision. A full description of the selected alternative can be found in the Environmental Assessment pages 2-16 to 2-24; see also Figures 1 and 2 at the end of this document.

My decision to implement Alternative 4, including certain activities which overlap geographically and are complementary to the LaPorte/Greater Mohawk/Decision 1 (as referenced below), authorizes the following activities:

- In all general/other forest planning units, mechanically thin forest stands to achieve a rSDI of up to 23-28 percent, followed by, where appropriate, prescribed fire treatments.
- In Wild and Scenic River, Wild Zones, manually thin up to 6 inches dbh and hand pile. Use prescribed fire to burn piles, and where appropriate, prescribed fire treatments.
- In Wild and Scenic River, Recreation and Scenic Zones and Wildlife Corridors, mechanically thin forest stands of CWRH size 4 or greater to retain 40% canopy cover followed by, where appropriate, prescribed fire treatments.
- In California spotted owl Territories, mechanically thin forest stands to retain no less than 40% canopy cover within Suitable Habitat Retention Areas. Utilize, where appropriate, prescribed fire treatments.
  - Outside of WUI Defense: Retain at least 60% of the territory as suitable habitat where moist vegetation types and site conditions exist and at least 50% where dry vegetation types and site conditions exist.
  - In WUI Defense: Retain at least 40% of the territory as suitable habitat regardless of site conditions.
- In California spotted owl and northern goshawk Protected Activity Centers (PACs),
  - Within low and moderate productivity PACs:



- Manually thin up to 6 inches dbh within up to six separate 10-acre nest and roost sites within each PAC, maintaining existing canopy cover.
- Mechanically thin the remainder of the PAC, maintaining at least 60% canopy cover in CWHR 5D, and at least 50% canopy cover in all other areas
- Within high productivity PACs:
  - Manually thin up to 6 inches dbh and allow removal of ladder fuels up to 10 inches dbh.
  - Maintain existing canopy cover and a structurally diverse multi-tiered canopy.
- Complete hazardous fuel treatments along road systems identified for emergency access and evacuation to improve public and firefighter safety.
- Conduct prescribed fire treatments to modify fire behavior.
- Apply herbicides on approximately 51,000 acres in the project area to (*these activities are complementary to and geographically overlap with Decision 1*):
  - Treat invasive plant species (approximately 2,000 acres)
  - Control competing vegetation for reforestation in burned areas (approximately 32,000 acres)
  - Maintain permanent fire lines (approximately 5,000 acres)
  - Control shrubs in lower elevation west slope fuel breaks dominated by tanoak (approximately 12,000 acres)
- Reforestation in high-severity burned areas within the project area. Treatments may include (*these activities are complementary to and geographically overlap with Decision 1*):
  - site preparation before planting – manual treatments, mastication, mechanical pull and pile of brush and down woody debris, dead tree removal, pile burning, herbicide application to control competing vegetation, or a combination of all the above.
  - Tree Planting.
  - Maintain plantations to control/release competing vegetation, using the same methods described for site preparation, above.

**Table 1. Treatments within the project area (approximate acreages).**

Treatment Type	Area	Acres
Mechanically thin with follow-up prescribed fire	General/Other Forest	52,010
	PAC: moderate or low productivity	14,143
	Mature Forest	23,045
	Fire Control Lines	2,903
	Territories	33,264
	Wildlife Corridors	27,044
	Wild & Scenic – Recreation and Scenic	7,268
Manually thin with follow-up prescribed fire	PAC: high productivity	9,914
	Wild & Scenic - Wild	255
Prescribed fire	Prescribed fire only	4,858
	Prescribed fire as follow-up treatment	138,289
Reforestation	Site preparation, planting and release (non-herbicide)	Approx. 31,478
Herbicide Treatment	Invasive Plant Species	Approx. 2,000
	Control competing vegetation for reforestation in burned areas	Approx. 32,000
	Maintenance of permanent fire lines	Approx. 5,000
	Control of shrubs in early seral stands	Approx. 12,000



My decision includes all the necessary management requirements (EA, pages 1-4 to 1-5) and design features described in Appendix A of the EA which are incorporated in this decision and will be implemented for the whole project area.

## Decision Rationale

The Central and West Slope Project is surrounded by watersheds devastated by recent fires. The communities within this project area face not a possibility, but a probability that catastrophic wildfire similar to the Beckwourth Complex, North Complex, Dixie Fire, and others will occur. I am convinced our opportunity to take meaningful action is measured not in decades or centuries, but in years. It is incumbent on us to thoughtfully consider the resources at stake, including our landscapes, our natural and cultural resources, and our communities – many of which are disadvantaged. Through my interactions with the public during, and following these devastating fire seasons we have experienced, I have heard overwhelmingly from partners, stakeholders, and our public about the need to act. We need to implement actions that reduce the impacts of wildfire on our communities and critical infrastructure, improve forest resilience, preserve our valuable water supplies, support long-term wildlife habitat, and further our commitment to steward the critical natural resources for which we are responsible. I believe my decision to implement Alternative 4 is essential to meeting these concerns and moving the landscape toward the desired conditions outlined in the Forest Plan and our proposed amendments.

My decision will initiate treatments that will have the most beneficial effects in terms of reducing hazardous fuels and associated fire risk and enhancing forest resilience. My staff have utilized best available science, technology, and completed informed geospatial modeling to identify treatment prescriptions that address the existing fuel conditions and protect important wildlife habitat features. I believe application of Alternative 4 represents the best approach to balancing the needs of forest resilience and biodiversity conservation with protecting the communities of the Landscape through reducing wildfire risk and improving ease and safety of wildfire response.

## How Alternative 4 Addressed the Purpose and Need

The primary purpose of this Project is to implement fuels treatments that mitigate the risk to communities and critical infrastructure from wildfire. The fuels treatments are needed to reduce the accumulation of excessive surface fuels and create sustainable, resilient vegetation structure that allows for safer defense of human communities and critical infrastructure including evacuation routes, schools, hospitals, emergency service buildings, developed campgrounds, communication towers, water lines for service districts, and transmission lines. The purpose and need also includes the needs to reduce the potential for extreme fire behavior in the wildland interface; maintain road systems for emergency access and evacuations; and foster an all-lands approach to fire and fuels management. Alternative 4 includes actions and design features that address each of these needs.

When reviewing the action alternatives, I considered in detail the anticipated effects of not approving treatments or approving reduced treatments. The analysis firmly supports that a continuation of current conditions means that forest stands would continue to be at extreme risk of tree mortality, unnaturally high levels of understory vegetation and ladder fuels would remain, tree densities would continue to be high, and the extensive ingrowth of smaller trees would continue. Stands would continue to grow, and overly high tree stand densities, and overly crowded trees would become increasingly vulnerable to epidemic levels of insect infestations and high levels of mortality during periods of prolonged drought.

Without treatment, much of the area will remain at high risk for high severity wildfires with flame lengths beyond the threshold for direct suppression and high potential for crown fire. More than



60 percent of the WUI Defense and Threat Zones has modeled flame lengths exceeding 12 feet, and most of this area has modeled flame lengths exceeding 25 feet under 98th percentile weather conditions (Tables 3.1-5 through 3.1-8; Appendix D). These trends are reflected in the modeled fire type, with 67 percent of the Project area, including most of the WUI Defense and Threat Zones, being susceptible to torching and crown fire. These fire types and flame lengths pose a danger to firefighters working to control fires in the WUI, increase the potential of fire spread through spotting, and can result in areas of high fire severity (tree mortality) after a fire.

Under Alternative 4, flame lengths would generally be less than 4 feet under 90th and 98th percentile weather conditions in more than 67-71 percent of the WUI Defense and Threat Zones (Table 3.1-2 and 3.1-22; Section 3.2). Reduced predicted fire behavior would potentially facilitate safer future evacuations of local communities at risk and reduce the risk to structures, infrastructure, and resources. Fire management's ability to safely suppress and contain fires, both in initial attack and during extended fire suppression operations, would be substantially improved from current conditions.

Overall, reduced surface, ladder, and canopy fuel loads and the corresponding reduction in fire intensity (expressed as flame length) (see Table 3.1-21 and 3.1-22), in combination with other existing completed and planned projects in or adjacent to the Project Area, would 1) reduce wildfire risk to communities and infrastructure, 2) reduce the potential for extreme fire behavior in the WUI (see table 3.1-23 and 3.1-24), and 3) improve the safety of firefighters and the public.

It has been my intent that, while designing this Project for the best outcome of avoiding a large, severe wildfire, we also prepare for that very fire. For this reason, reducing the amount of flammable forest fuels within critical access road corridors, infrastructure buffers, and WUI defense zones is an important part of my decision. Communities in the project area rely on forest



USFS

View of the Dixie Fire burning in Red Clover Valley on the Plumas National Forest.

roads for emergency access and primary or secondary emergency egress if the community is faced with a rapidly moving wildfire. Some of the forest roads are overgrown and rutted making safe evacuation difficult. Alternative 4 reduces roadside fuels and hazards along approximately 35 miles of roads and restores existing NFS roads to operational maintenance levels. Fuel reduction, combined with reduced stand densities to create more resilient forest conditions, in these areas, both increases the ability for emergency responders to access the area, as well as use roads and other treated areas as strategic fire containment lines. Even more importantly, treated critical access road corridors will increase the ability of people to evacuate quickly and safely, improving public safety overall.

Socioeconomics was not listed as a need for this project, but it is very important to me. Implementing Alternative 4 would result in social and economic benefits. Economic benefits include reduced wildfire suppression costs, reduced property damage, reduced impacts on recreation and tourism from wildfire, and reduced costs associated with the human health impacts of wildfire. Landscape-level forest health would also be a benefit to the community by strengthening shared stewardship efforts and building long-term wildfire resilience.

Alternative 4 would result in direct economic benefits by employing workers from many different sectors including tree trimmers, equipment operators, loggers, certified burn bosses, mill



operators, herbicide applicators, and truck drivers. In addition, secondary economic benefits would be realized by workers who provide services to support these operations, such as grocery store and gas station employees. This increase in local employment would also support local hospitals, schools, and other essential community services. The personnel needed to implement Alternative 4 would largely be hired locally and have continuous work over several years.

The Project area does not qualify as low income, or a minority population. However, according to the CDC Environmental Health Tracking Network (CDC 2022), Plumas County was in the highest quintile of California counties for the following socioeconomic indicators in 2018: percent population 65 or older: 28.4%, percent population aged 65 or older living alone in a non-family household: 15.5%, percent of population 5 years or older with a disability: 19.3%, percent households mobile home housing units: 12%, and percent households with no internet: 20.3%. Thus, the economic and intangible benefits of the project would support disadvantaged communities.

---

### How Alternative 4 Addressed Public Comments

I appreciate the public feedback I received during the comment period. I have carefully considered the comments on the Draft EA and made changes where necessary to the EA, Finding of No Significant Impact, and other supporting documents to adequately address and respond to concerns brought up in the comments, and in other circumstances found documents to be sufficient without changes (see Consideration of Comments in project record). I updated maps, added and adjusted design features, added an alternative, and updated supporting analysis in the EA. I discuss some comment topics and how they are addressed below. Alternative 4 is responsive to the concerns raised through the public involvement process, while still meeting the purpose and need and desired conditions in the project area.

Some commenters expressed concern over reduction of habitat suitability and connectivity for mature forest species. As professional land managers, one of our goals for this project is to reduce tree stem density and fuel loads in alignment with the best available guiding research to create greater forest resiliency to catastrophic wildfire. Much of the current best-available-science indicates that the forest conditions promoted by the 2004 SNFPA are unsustainable under the current climate, and conserving dense forest conditions wherever they occur presents unacceptable levels of risk (Steel et al. 2023). The proposed actions in Alternative 4 provide focused spotted owl habitat conservation in PACs, Territories and Wildlife Corridors in line with what is recommended in the CSO Conservation Strategy (USDA 2019). This focused protection is combined with the more general conservation strategy of variable density thinning, which protects the largest trees in clumps and promotes the long-term development of a heterogenous forest structure. These combined conservation measures help sustain forest habitats on the landscape over the short-term as well as the long-term.

No mechanical treatment would occur within high productivity California spotted owl or northern goshawk (American goshawk) PACs. Habitat within these PACs would receive hand-thinning treatment and therefore would not change in suitability. Important habitat elements will be retained, and habitat will see improvement in wildfire resiliency. In low- and moderate-productivity PACs there would be no reduction to the amount of suitable habitat within the larger tree size classes (5D and 5M); habitat may be reduced in quality in some size class 4 stands but would remain suitable. Within California spotted owl Territories, outside of the PAC a portion of the suitable habitat would be mechanically thinned but maintained as suitable (40-50% canopy cover) and the remainder would be treated to a lower stand density to promote landscape heterogeneity. Including the PAC, 40-60% of each Territory will be comprised of the best available suitable habitat, with the exact portion determined by WUI designation and/or site moisture conditions.



Additional suitable habitat will be retained within Wild and Scenic zones, with 40% or greater canopy cover retained.

The Central and West Slope Landscape historically experienced more frequent, low to moderate intensity wildfire; however, over the past hundred years, a variety of factors have altered how fire interacts with vegetation and the plant and animal species that live here. The pace of this change has accelerated in the nearly two decades since the Sierra Nevada Forest Plan Amendment Record of Decision was signed in 2004, with droughts intensifying and wildfire seasons increasing in length. In addition, research suggests that with climate change, the risk of stand replacing wildfire and periods of drought will continue to increase. National Forests throughout the Sierra Nevada have experienced extensive losses of forested landscapes and wildlife habitat due to large, uncharacteristic high severity wildfires and prolonged drought and associated insect infestations. Landscapes impacted by large, high severity wildfires or massive tree die-offs do not support the same species as previously. Of particular concern is loss of mature forest habitat with high canopy cover that supports the California spotted owl and other wildlife species that rely on these habitats. Across the Sierra Nevada bioregion, a greater acreage of PACs burned in high severity wildfire in the two-year period of 2020 and 2021 than the total high severity PAC acreage burned during the previous 25 years (1993 through 2019). On the Plumas National Forest 143 spotted owl PACs were impacted by high severity wildfire between 2020 and 2021, compared to just 40 in the preceding 20 years combined, with twice as many completely lost to high severity fire between 2020 and 2021 as in the preceding 20 years combined (50 and 25, respectively).

With these trends and dynamics in mind, I am adopting a project-specific forest plan amendment for the Central and West Slope Landscape (EA, Appendix C) to help make forest stands, particularly mature forest stands that provide habitat for the California spotted owl and other sensitive wildlife species, more resilient to severe impacts from uncharacteristic disturbances. Best available science informed the need for, and development of, the project-specific plan amendment as described in the EA, Section 2.2. Adopting the project-specific forest plan amendment (EA, Appendix C) at this critical juncture in time gives us a unique opportunity in this Landscape, to retain and promote long-term sustainability of California spotted owl habitat and enhance forest resilience by providing tools to help us more effectively reduce stand densities and fuel loading; retain and promote the long-term sustainability of large trees, particularly shade intolerant, fire resilient species; and enhance stand structural heterogeneity.

Alternative 4 includes thinning trees to a relative stand density index (rSDI) of 23-28%. I have considered the many comments regarding the application and incorporation of relative stand density index (rSDI) in the design of our mechanical thinning treatments of forested stands. Latest science indicates that one of the reasons that lent historic forested stands their resiliency to insects, wildfire and prolonged drought was their overall low stand density. By emulating these lower densities, thinned stands in the project area will have increased resilience in the face of climate change and the continued threat of large-scale catastrophic wildfire (Bernal et al. 2022). This increased resilience may result in reduced tree mortality in and around communities, and therefore reduce available fuels and wildfire risk in these areas.

Some commenters were concerned that mechanically treated stands will degrade or homogenize habitat quality. The application of variable density thinning as proposed in the EA will result in increased heterogeneity across the landscape. Variable density thinning considers topography, aspect, stand type and other landscape features such as stream buffers and slope as it applies tree removal guidelines at varying levels of treatment intensity to emulate how fire would affect the landscape. Stands treated with a variable density thinning approach could expect to have more trees in drainages and north facing slopes where cooler temperatures and increased moisture would have tempered wildfires as opposed to ridgetops or south facing aspects where



historic wildfires would have burned hotter, leaving stands naturally less dense. Additionally, these thinned stands should experience accelerated growth as inter-tree competition is reduced. In the long term, this will result in an increase in larger trees across the project area, which is a desired habitat attribute of many wildlife species. These larger trees will also have the added benefit of resiliency in the face of wildfire and climate change because of the benefits of reduced fuels and competition. Lastly, mechanical thinning is not the only type of treatment this project is proposing. Prescribed fire, manual hand thinning and mechanical fuels treatments such as mastication and grapple piling are also proposed. Combined with mechanical thinning, the whole suite of treatments should provide increased landscape-wide heterogeneity and a broad range of different seral stages.

My team spent time documenting forest plan consistency and reviewing land allocations to verify our actions are compliant with applicable standards and guidelines. I know there is concern about impacts to Wilderness, Inventoried Roadless Areas, Wild and Scenic rivers, national recreation areas and trails, and other designated areas within the Plumas National Forest. While proposed treatments in Wilderness were supported by the project analysis, at this time, **I am removing them from consideration.** For other land designations additional design features were added (Pacific Crest Trail) or were already included in the project design features (see Consideration of Comments, page 55).

As I summarized above, there is potential for treatments to have some adverse (albeit not rising to a significant level) impacts to wildlife habitat, soils, water quality, and scenery; however, the importance of implementing these treatments to reduce the risk of wildfire to communities and critical infrastructure, and public safety cannot be overemphasized. There is a great need to reduce the risk of wildfire to communities and critical infrastructure; reduce the potential for extreme fire behavior in the wildland-urban interface and maintain roads for emergency access and evacuations. Providing a safe environment for both the public and administrative use of these areas is central to the Forest Service's mission. For this reason, I am choosing to implement Alternative 4 and associated design features, while also recognizing the potential for some adverse impacts to resources.

## Finding of No Significance

The Finding of No Significant Impact documents the reasons why an action, not otherwise categorically excluded, will not have a significant effect on the human environment and for which an environmental impact statement therefore will not be prepared. The Finding of No Significant Impact discussion considers all information included in the EA as relevant to actions included in this decision, including the Potentially Affected Environment, as well as documentation in the project record. Pertinent specialists have reviewed Alternative 4 and based on their input, the responsible official made the following determinations with regards to the potentially affected environment and degree of effects considered for a Finding of No Significant Impact.

### Degree of Effect

The following effects (or impacts) discussions focus on changes to the human environment from Alternative 4 that are reasonably foreseeable and have a reasonably close causal relationship to the proposed action or alternatives, including those effects that occur at the same time and place as the proposed action (or alternatives) and may include effects that are later in time or farther removed in distance from the proposed action or alternatives.

#### 1. *Both short- and long-term effects.*



The interdisciplinary team considered and evaluated both short- and long-term effects for their resources and identified no significant effects (see Affected Environment and Environmental Consequences, pp. 3.1-1 – 3.10, appendices, and supporting analyses in the project record). Applicable forest plan standards and guidelines, plan amendments and components, national core and state best management practices, and project design features will be implemented with the activities included in this decision to avoid or minimize adverse effects (see Consistency with the Forest Plan, pp. 1-4 – 1.5 and Appendices A, C, and F).

In the short-term, treatments in the project area will reduce hazardous fuels in the WUI around communities and critical infrastructure and provide safe NFS roads to access the forest for a variety of reasons including implementation of this project, fire suppression and as evacuation routes. The activities included in this decision decrease the risk of wildfires, potentially reducing Green House Gas (GHG) emissions and increasing levels of sequestered carbon. Wildlife habitat will be impacted, however, treatments in PAC and Territory for this project balance retaining the most important habitat in the short-term while improving resiliency for overall habitat retention in the long-term. These treatments will help sustain forest habitats on the landscape over the short-term as well as the long-term.

Over the long-term, the treatments included in my decision will provide beneficial effects. Resource values such as forest health, species habitat, water quality, recreation, and scenic values will be improved over current conditions, and much sooner than if I do not act. Additionally, the treatments will reduce threats to public health and safety.

## *2. Both beneficial and adverse effects.*

The environmental analysis and project record support the determination that there will be no significant effects from the activities included in this decision. The anticipated beneficial and adverse impacts of Alternative 4 are described in the environmental analysis, based on identified issues and concerns (see Affected Environment and Environmental Consequences, pp. 3.1-1 – 3.10-, appendices, and supporting analyses in the project record). Treatments in California spotted owl and goshawk PACs and California spotted owl Territories will reduce the likelihood of high severity fire within these areas while retaining beneficial habitat components. Applicable forest plan standards and guidelines, forest plan amendments and associated components, national core and state best management practices, and project-specific design features will be implemented with the activities included in this decision to avoid or minimize adverse effects (see Consistency with the Forest Plan, pp. 1-4 – 1.5 and Appendices A, C, and F).

## *3. Effects on public health and safety.*

### *Hazardous Fuels Reduction – Communities and Critical Infrastructure*

Implementing hazardous fuel reduction activities in the WUI around communities and critical infrastructure within the project area would reduce the risk of wildfires and loss of lives and homes. Road activities would provide safe emergency access and evacuation routes. Fire management's ability to safely suppress and contain fires, both in initial attack and during extended fire suppression operations, would be substantially improved from current conditions. The reduced predicted fire behavior and the dominant fire type (surface fire) would lead to reduced tree mortality in forested areas, including in treated areas of general forest, riparian zones, PACs, Territories, and Wildlife Corridors. Reduced predicted fire behavior would potentially facilitate safer future evacuations of local communities at risk and reduce the risk to structures, infrastructure, and resources. These reduced flame lengths and less severe fire types would improve firefighters' ability to manage future wildfires and prescribed fires within the WUI and would allow greater flexibility in managing future wildfires in the backcountry.



### Air Quality

The predicted pollutant emissions included in this decision were estimated for smoke emissions from all acres eligible for prescribed burning, smoke emissions from pile burning for all acres manually treated, exhaust and dust emissions from all initial mechanical and manual treatment activities, and exhaust and dust emissions for expected worker commute and material hauling activities. It was assumed that all initial mechanical and manual treatments would occur over a period of 3 years with follow up prescribed burning and pile burning, occurring over 10 years, although treatments under this decision may occur into the future.

Proper mitigation measures to meet air quality requirements would be implemented. All burning would be conducted under an approved prescribed fire plan. As a required component of Prescribed Fire Plans, a Smoke Management Plan would be developed in coordination with the appropriate Air Quality Management District (AQMD) to mitigate emissions from fuel reduction burning following the California Code of Regulations Smoke Management Guidelines (Title 17). The project area falls within three Air Quality Management Districts including the Northern Sierra Air Quality Management District (Plumas and Sierra Counties), the Butte County Air Quality Management District, and the Feather River Air Quality Management District (Yuba County). After approval of a Smoke Management Plan, an Air Pollution Permit would be acquired from the AQMD, requiring daily authorization to burn. The burn authorization specifies the amount, timing, and location of allowable smoke emissions appropriate for the daily meteorological and air quality conditions. Permissive burn days are determined by the AQMD, based on recommendations from the California Air Resources Board (CARB). Prescribed fire implementation would coordinate daily and seasonally with regulatory officials and other burning permittees both inside and outside the forest boundary, through the Northeast Air Alliance (NEAA) to help meet air quality standards. The Forest Service Agency Administrator, and the Prescribed Fire Burn Boss are required to complete daily go/no-go decision checklists to ensure that prescribed fire project specific mitigations and regulatory requirements can be met. The combination of mitigation measures, coordination efforts with regulatory agencies and other prescribed burners, and daily authorization processes are designed to minimize smoke impacts to smoke sensitive areas, populations, and firefighters, avoid cumulative smoke impacts, and prevent public nuisance. Because of this, any impacts are expected to be minimal.

### Climate Change

According to California's Fourth Climate Change Assessment, Statewide Summary Report (CFCCA 2018), if GHG emissions continue to rise, the frequency of extreme wildfires burning over 25,000 acres could increase by 50 percent by 2100 and the average area burned statewide could increase by 77 percent by the end of the century. I considered public comments and climate change will have a wide variety of effects on the project area, described in the Plumas National Forest Climate Trend Summary. Of greatest concern to public health and safety is increasing wildfire intensity and frequency. This decision proposes beneficial fuel reduction treatments that would mitigate many of the risks posed by increased wildfire. Reduction of risk to life, property, infrastructure, and natural resources from wildfire is described above under *Hazardous Fuels Reduction – Communities and Critical Infrastructure*. Fuel reduction treatments would also contribute to a reduction in wildfire emissions, decreasing the duration and intensity of smoke exposure to the public and firefighters. Reduced wildfire emissions would also result in a reduction in GHG emissions. While treatments included in this decision would result in the release of GHG emissions, these emissions would likely be offset by reduced emissions from reduced wildfire risk and use of forest products from treatment activities such as mechanical thinning that contribute to a potential increase in carbon sequestration.



The Intergovernmental Panel for Climate Change (IPCC) expects global temperature to rise 2.7 degrees Fahrenheit between 2021 and 2040 depending on location. Climate models predict that temperatures will continue to rise, with minimum nighttime temperatures increasing by 1.4 to 6.0 °F in the early part of the century (2010-2039) and by 9.5-13.8 °F by the end of the century (2070-2099). Days with extreme heat are expected to increase by up to 44 days/year, and warm nights could increase by 50 days/year by the end of the century (Plumas National Forest Climate Change Trend Summary, 2022).

In recognition that climate change will have drastic impacts on our forests, wildlife and plant species, and communities, the Central and West Slope Project acts to reduce the density of trees, surface, ladder and crown fuels to promote resilience under the worst-case weather conditions (98<sup>th</sup> percentile). In alignment with best available science, this Project will apply climate change forest adaptation treatments to increase resiliency to enhance the capacity of ecosystems to withstand or absorb increasing impact without irreversible changes in important processes and functionality" (GTR-870). The fuels reduction treatments are strategically placed to establish fire defense zones to protect communities located adjacent to the forest boundary. The result is a WUI landscape defensible from extreme fire events and adapted to high frequency fire intervals with low to moderate fire intensity.

### *Greenhouse Gas*

Treatments analyzed under Alternative 4 would result in more emissions from mechanical treatments and fewer acres subject to pile burning, similar to alternative 1. GHG emissions resulting from forest treatment activities may vary according to multiple factors, including the amount of vegetation treated per acre, the number of workers and equipment needed for each treatment project, and the types of equipment used. In addition to short-term treatment related emissions, treatments are intended to reduce the risk of wildfires over the long term, resulting in the potential for reduced GHG emissions and increased levels of sequestered carbon.

### *Herbicide*

Use of herbicide for vegetation management and invasives can pose a hazard for applicators (see Human Health Risk Assessment in project record). By implementing best management practices and mitigations these risks will be minimized. No long-term health effects of herbicide use are anticipated as result of herbicide application.

#### *4. Whether the action threatens to violate Federal, State, or local law or requirements imposed for the protection of the environment.*

The project area treatments will not violate Federal, State, and local laws or requirements for the protection of the environment and is designed in a manner that is consistent with Forest Plan direction and forest plan amendments and associated components.

Implementation of the treatments would not violate Federal, State, or local law for the protection of the environment. Applicable laws and regulations were considered in this decision. The treatments comply with the National Forest Management Act (NFMA), Endangered Species Act (ESA), Clean Water Act, Clean Air Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, National Historic Preservation Act (NHPA), Central Valley Regional Water Quality Board, Northern Sierra Air Quality Management District regulations, and other applicable codes and ordinances.

After considering the effects of the actions included in this decision, I have determined that these actions will not have a significant effect on the quality of the human environment. Therefore, an environmental impact statement will not be prepared.



## Summary of Tribal Consultation and Public Involvement

The project area resides on the traditional homeland of the Mountain Maidu. Consultation efforts for the Project included a meeting with the Susanville Indian Rancheria on May 6, 2022. On May 5, 2022 formal tribal consultation letters were mailed to the Maidu Indians of the Berry Creek Rancheria, Maidu Indians of the Enterprise Rancheria, Greenville Rancheria, Mechoopda Indian Tribe of the Chico Rancheria, Maidu Indians of the Mooretown Rancheria, Susanville Indian Rancheria, Washoe Tribe of Nevada and California, Konkow Valley Band of Maidu Indians, Maidu Cultural Development Group, Maidu Summit Consortium, Tasmam Koyom Foundation, and Ya-Mani Maidu Cultural Association. The letters provided information about the purpose and need for action, proposed action, legal compliance, project schedule, possible alternatives, responsible official, nature of the decision to be made, and how to submit comments. On June 16, 2023, formal tribal consultation letters were electronically mailed to the entities listed above and provided information about the 30-day comment period, project, project specific website, and Forest contacts. On September 12, 2023, emails were sent to the entities listed above notifying them that Decision 1 was signed for the LaPorte/Greater Mohawk area.

The project was listed in the Schedule of Proposed Actions (SOPA) on September 8, 2022. During a public scoping period from May 5 through June 8, 2022, comments on the project were received from 19 interested agencies, organizations, and individuals. This action was originally listed as a proposal on the Plumas National Forest SOPA and updated periodically during the analysis. Initial public involvement efforts were used to help in developing the proposed action for the Project. The legal notice for the scoping period was published in the *Feather River Bulletin* on May 5, 2022. The 30-day opportunity to comment legal notice was published in the same newspaper of record at the same website on June 19, 2023. There were 10 groups and 25 individuals that submitted comments. On September 12, 2023, emails were sent to the public included on our project specific mailing list or who participated in the project notifying them that Decision 1 was signed for the LaPorte/Greater Mohawk area.

A list of agencies, organizations and persons consulted regarding this proposal is also provided in the Consultation and Coordination section of the EA, pages 4-1 – 4-2.

## Findings Required by Other Laws and Regulations

My decision complies with all applicable law, regulation, and policy for the activities in the project area.

Alternative 4 was developed in accordance with and does not threaten to violate any Federal, State or local laws or requirements for protecting the environment (i.e., Clean Air Act, Clean Water Act, Endangered Species Act, National Environmental Policy Act, National Forest Management Act, National Historic Preservation Act, etc.). The activities under Alternative 4 are consistent with the Plumas National Forest Land and Resource Management Plan, as amended by the 2004 Sierra Nevada Forest Plan Amendment and the project-specific forest plan amendment described in Appendix C (see also National Forest System Land Management Planning Rule (36 CFR 219) section, below)

The Non-Native Invasive Plants Risk Assessment conducted for the Project, hereby incorporated by reference and available upon request, incorporates the SNFPA (2004) list of fourteen Standards and Guidelines for management of Non-Native Invasive Plants (NNIP). In summary, the standards and guidelines applicable to this project direct the Forest to conduct a NNIP risk assessment that includes NNIP risk, prevention, and treatment (Appendix E5). Project risks associated with NNIP factors generally resulted in “high” risk.



### **National Forest Management Act – Land Management Consistency**

Effects from proposed activities on management indicator species and their habitat elements were considered in the environmental analysis. The analysis of effects to management indicator species and their habitat concludes that the project would not change the current forest-wide distribution or habitat trend. See analysis in the EA, design features in Appendix A, and project record for additional information about plan consistency.

The National Forest Management Act (NFMA) directs that a diversity of plant species be provided as consistent with overall multiple-use goals. NFMA regulations also direct the Forest Service (FS) to preserve and enhance the diversity of plant communities, including native and desirable naturalized plant species such that diversity mimics what might be expected under natural conditions, where appropriate and to the extent practicable. In addition to evaluation of threatened, endangered and sensitive plants, the Plumas National Forest maintains a “watchlist” for plants and considers effects to these species should they be present.

A total of 56 plant species listed as threatened or endangered under the ESA and Forest Service Sensitive plant species were evaluated and considered and analyzed in the EA as potentially occurring within the Project area (Table 3.2.7). The four threatened or endangered plant species, Layne’s butterweed, Webber’s ivesia, whitebark pine, and slender Orcutt grass, were evaluated separately in the Project BA. Distribution and documented CNDB and NRIS occurrences, habitat, and current threats to these species are summarized in species accounts included in Appendix E7. Forest Service Watch List plant species are presented in Appendix E9.

### **National Forest System Land Management Planning Rule (36 CFR 219)**

The National Forest System Land Management Planning Rule (2012 Planning Rule) sets forth process and content requirements for development, amendment, and revision of land management plans to maintain and restore NFS terrestrial and aquatic ecosystems and watersheds while providing for ecosystem services and multiple uses. A land management plan (forest plan) may be amended at any time. Plan amendments should be used to keep plans current and help units adapt to new information or changing conditions (36 CFR 219.13(a)). Amendments to forest plans require the following: (1) identification of the need to change the plan; (2) provision of opportunities for public participation; (3) amendment of the plan consistent with Forest Service NEPA procedures; (4) adherence to the applicable format for plan components set out at Section 219.7(e), and (5) determination of which specific substantive requirements within 36 CFR 219.8 through 219.11 are directly related to the plan direction being added, modified, or removed.

The need to change the plan and the project-specific forest plan amendments adopted in this decision are detailed in Appendix C of the EA. The public comment period for the Draft EA provided opportunity for public participation. The substantive requirements directly related to the amendments are identified in Appendix C of the EA along with a description of how the directly related substantive requirements were applied within the scope and scale of the project-specific forest plan amendments.

### **Endangered Species Act**

#### *Threatened, Endangered, Proposed, and Candidate Species and Critical Habitat*

Pursuant to the Endangered Species Act (ESA) of 1973 (16 USC 1531 et seq.), Federal agencies shall insure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of any endangered species or threatened species or result in the destruction or adverse modification of designated critical habitat. Section 7 of the ESA, as amended, requires



the responsible Federal agency to consult with the U.S. Fish and Wildlife Service (USFWS) concerning endangered and threatened species.

The Wildlife and Plant BA analyzed potential direct, indirect, and cumulative effects of Alternative 1 on federally listed species with the potential to occur in the project area. The Forest Service requested consultation with USFWS for Webber's Ivesia, Layne's butterweed, California red-legged frog, foothill yellow-legged frog, Sierra Nevada yellow-legged frog, and gray wolf, as well as USFWS-designated critical habitat for California red-legged frog and Sierra Nevada yellow-legged frog (see determinations tables in Appendix E) in compliance with Section 7 of the ESA. The Forest Service received the USFWS Biological Opinion (BO) and letter of concurrence on July 26, 2023. The potential effects of Alternative 4 would be the same as Alternative 1, with the same types of treatments proposed in the same locations. Therefore, Alternative 4 would not affect any listed species or its critical habitat in a manner or to a degree not considered during consultation based on Alternative 1.

The Sierra Nevada population of the California spotted owl (*Strix occidentalis occidentalis*), which occurs in the Project area, was proposed for listing as threatened under the ESA on February 23, 2023 (88 FR 11600). The Forest Service is currently conferencing with USFWS for the California spotted owl on actions proposed under Alternative 4 of this project that have the potential to affect the species. The EA finds that the proposed actions are not likely to jeopardize the continued existence of the California spotted owl. Completion of the conferencing process is not required prior to making this decision but is being conducted proactively to ensure compliance with Section 7 of the ESA should the species be listed.

Effects to candidate species (monarch butterfly) were analyzed as part of the biological evaluation process and documented in the EA (pp. 3.2-51). The project may affect individuals but is not likely to contribute to the current trend toward federal listing for this species. Consultation/conferencing with the USFWS is not required for candidate species.

No further action pursuant to ESA is required currently.

## **Sensitive Species (Forest Service Manual 2670)**

The pertinent specialists reviewed the proposed action and made the following determinations for sensitive species:

To comply with Forest Service Manual 2670, analyses were conducted and included in the EA to evaluate the Project in sufficient detail to determine potential effects on Forest Service Region 5 sensitive plant, aquatic, and terrestrial wildlife species and determine whether the proposed action would likely result in a trend toward these species becoming federally listed. Based on analysis completed to date, the proposed activities would not cause any species to trend toward Federal listing (see determinations tables in Appendix E).

## **Bald and Golden Eagle Protection Act**

The Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d) prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald or golden eagles, including their parts (including feathers), nests, or eggs. The Act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb." Regulations further define "disturb" as "to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior" (50 CFR 22.6). Project design features, including Limited Operating Periods, have been



incorporated to ensure project activities do not result in “take” of bald or golden eagles (see design features in Appendix A).

## National Historic Preservation Act – Section 106

The pertinent specialist has reviewed the proposed action and made the following determination regarding Section 106 compliance:

The Plumas National Forest (PNF) is conducting a phased approach to Section 106 of the National Historic Preservation Act. Pursuant to 36 CFR 800, the *2021 National Programmatic Agreement among the U.S. Department of Agriculture Forest Service, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers, for phasing Section 106 of the National Historic Preservation Act for large scale multi-year undertakings* has been developed to allow the Forest Service to carry out Section 106 of the NHPA with a phased approach. This National Programmatic Agreement requires a Heritage Implementation Plan (HIP) to document how Section 106 responsibilities will be met post-NEPA decision but pre-Implementation.

PNF developed the *PNF Protect and Recover Project HIP* in consultation with the Greenville Indian Rancheria, Susanville Indian Rancheria, Enterprise Rancheria, Berry Creek Rancheria, Mooretown Rancheria, Washoe Tribe of California and Nevada, Mechoopda Indian Tribe of the Chico Rancheria, Maidu Summit Consortium, Konkow Valley Band of Maidu, Ya-Mani Maidu Cultural Association, Tasmam Koyom Foundation, Maidu Cultural Group, and the California State Historic Preservation Officer (SHPO).

The project area, including necessary design features, will comply with the *PNF Protect and Recover HIP*. By following the cultural resources or heritage design features (CUL-1 through CUL-10) outlined in Appendix A, proposed activities would result in a finding of no adverse effect to cultural resources located within the proposed area of potential effect (APE) and the project area. Cultural resource boundaries would be clearly identified prior to any project activities, and no activities would occur within existing site boundaries without heritage program manager approval. Any project activity that may occur within existing site boundaries would follow standard protection measures identified in the *PNF Protect and Recover HIP* (see project record).

## Clean Air Act

The pertinent specialist has reviewed the proposed action and made the following determinations regarding the Clean Air Act:

To maintain air quality, fire managers would cooperate with Federal, State, and local regulatory agencies to protect air quality as required by the Clean Air Act and state and local rules. Prescribed burning will comply with Title 17 of the California Code of Regulations, Subchapter 2, Smoke Management Guidelines for Agricultural and Prescribed Burning, and the local air district's rules. Burning would only be initiated on “burn days” designated by the Air Quality Management District or when satisfactory smoke dispersion conditions prevail.

Prescribed burning that is regulated by the States having approved smoke management programs complies with the Clean Air Act. In California the State's smoke management program is called Title 17 and the program is managed at the local level by the air districts. Under General Conformity, 42 USC 7571-7574, prescribed burning conducted by the Forest Service is required to comply with the State's smoke management program and therefore, prescribed fire projects (including proposed slash pile burning proposed in this project) in nonattainment or maintenance areas are presumed to comply with, or “conform” to the federal Clean Air Act's conformity rules.

## Clean Water Act



The pertinent specialist has reviewed the proposed action and made the following determinations:

- 1) The project would comply with California State Water Board requirements to implement best management practices, which are included through project design features and would be implemented through contract specifications, maps, and administration. Best management practices would be adhered to during project activities to protect water quality.
- 2) This project would meet best management practice monitoring requirements because USDA Forest Service Region 5 Forests conduct annual best management practice monitoring, which is implemented consistent with 2014 Forest Service Handbook 2509.19, Ch. 10, Ch. 30.
- 3) The project would comply with California State Water Quality Control Board Waste Discharge project enrollment requirements:
  - a) Before implementation of project activities, each national forest, or in some cases the regional office, would be responsible for enrolling this project under the applicable waiver(s). Each forest, or in some cases, the regional office, would carry out the provisions of the applicable waiver(s) through project completion including certifying the project as complete.
  - b) Local Forest Service districts and forests would work with Regional Water Quality Control Boards throughout the lifespan of each project to implement the conditions applicable to each waiver.
- 4) The project meets requirements for providing 303(d) impacts analysis:
  - a) A review of most recent section 303(d) list of impaired waterbodies identified waterbodies that are located within or immediately downstream of the project area. The 303(d)-listed streams occur in the project area within a large portion of national forests in the Central Valley Water Quality Control Board's jurisdiction.
  - b) The sediment analysis discloses the effects of sediment delivery. See watershed supporting documents in the project record for more detailed analysis. This information will support prioritization and site-specific best management practice application consistent with tenets of Order No. R1-2015-0021 (California Regional Water Quality Control Board Central Valley Region 2015).

## Pertinent Executive Orders

The responsible official or applicable specialist(s) have determined treatments are in compliance with the following executive orders, which were deemed pertinent based on the nature of the project:

### *Executive Order 14072, Strengthening the Nation's Forests, Communities, and Local Economies*

EO 14072 states the policy of the Administration is “to pursue science-based, sustainable forest and land management; conserve America’s mature and old-growth forests on Federal lands ... and deploy climate-smart forestry practices and other nature-based solutions to improve the resilience of our lands, waters, wildlife, and communities in the face of increasing disturbances and chronic stress arising from climate impacts.”

E.O. 14072 recognizes that “the primary threats to forests, including mature and old-growth forests, include climate impacts, catastrophic wildfires, insect infestation, and disease.” E.O. 14072 also states that “...we will seek opportunities, consistent with the IIJA, to conserve our mature and old-growth forests on Federal lands and restore the health and vibrancy of our



Nation's forests by reducing the threat of catastrophic wildfires through ecological treatments that create resilient forest conditions using active, science-based forest management and prescribed fires.

This project fully aligns with the intent of EO 14072 and will reduce the threat of catastrophic wildfire to forests, including mature and old growth forests, in the project area.

*Executive Order 11988, Floodplain Management* – determine action occurring in a floodplain, using Housing and Urban Development floodplain maps or more detailed maps, if available.

Assessment of the Federal Emergency Management Agency Flood Hazard Area Inventory shows inventoried floodplains mapped within the project area. See the project record for detailed assessment and acreages reported by forest and sub-watershed. The project area is consistent with Executive Order 11988 because all floodplains within the treatment area would be protected through equipment and burn pile exclusion zones, which prohibit activities near streams and floodplains (see Appendix A – Design Features). No short- or long-term adverse effects to floodplains would occur.

*Executive Order 11990, Protection of Wetlands* – avoid actions within wetlands unless there are no practical alternatives, and the action includes all practicable means to minimize harm to wetlands.

Assessment of the National Wetlands Inventory shows numerous inventoried wetlands mapped within the project area. See the project record for detailed assessment and acreages reported by forest and sub-watershed. The project area is consistent with Executive Order 11990 because all wetlands would be protected through equipment and burn pile exclusion zones, which prohibit activities within and near wetlands (see Appendix A – Design Features).

*Executive Order 12898, Environmental Justice* – identify and address disproportionately high and adverse effects on minority and low-income populations.

This project would not disproportionately affect minority or impoverished people.

Conversely, the project area would have a beneficial impact from increased employment opportunities and economic benefits to the local community.

*Executive Order 13007, Indian Sacred Sites* – avoid adversely affecting the physical integrity of these sites.

Treatments are consistent with EO 13007 because Indian Sacred Sites will be avoided.

*Executive Order 13175, Consultation and Coordination with Indian Tribal Governments* – agencies consult with Indian tribes and respect tribal sovereignty as they develop policy on issues that impact Indian communities.

The Forest consulted with Tribal governments during scoping and the public comment period, ensuring consistency with all requirements under this Executive Order.

*Executive Order 13112, Invasive Species* – prevent the introduction of invasive species, and spread of invasive species, as well as to eradicate and control populations of invasive species that are established.

Treatments include fuels reduction that would decrease potential future fire behavior and elevated risks of nonnative invasive species spread and establishment if fire were to occur. Design features to minimize the introduction and spread of nonnative invasive species will be implemented as part of the treatments. However, even with design features, the proposed action carries an overall moderate to high risk of introducing or spreading nonnative invasive species in portions of the



project area. These risks are due to the historical presence of nonnative invasive plants, disturbed habitats vulnerable to invasion, and movement vectors in the project area. Furthermore, implementation is expected to result in moderate habitat alteration and a moderate increase of vectors in the treatment areas included in this decision. However, the potentially affected areas comprise a small proportion of the project area. In some areas, nonnative invasive plant treatment and control would occur under existing decisions or other authorities. Based on this information, effects associated with nonnative invasive plants would be limited geographically and would not approach significant levels.

*Executive Order 13186, Migratory Birds* – identify actions that may have a measurable negative effect on migratory bird populations.

The proposed treatments comply with this act because the environmental analysis identifies whether unintentional take will occur, and if so, whether such take would have a measurable negative effect on migratory bird populations identified by Executive Order 13186. Implementation of this project would not substantially adversely affect migratory birds (EA, p. 3.2-3.46).

## Implementation

If no objection is filed on this project, a Decision Notice may be issued on, but not before, the fifth business day following the close of the objection filing period (36 CFR 218.21). If an objection to this decision is filed in accordance with 36 CFR 218.26, then this Decision Notice may not be signed until all concerns and instructions from the reviewing officer in the objection response have been addressed [36 CFR 218.12 (b)]. I intend to implement this decision beginning in 2024.

## Administrative Review and Objection Opportunities

This project is subject to objection process pursuant to 36 CFR 218 subpart B. Written objections, including any attachments, must be filed with the reviewing officer within 45 days following the publication date of the legal notice publication. The publication date of the legal notice is the exclusive means for calculating the time to file an objection. Those wishing to object should not rely upon dates or timeframe information provided by any other source. It is the responsibility of objectors to ensure that their objection is received in a timely manner.

Objections must be submitted to the reviewing officer: Jennifer Eberlien, Regional Forester. Objections may be submitted by mail: Jennifer Eberlien, Regional Forester, USDA Forest Service, Pacific Southwest Region; Attn: Community Protection – Central and West Slope Project; 1323 Club Drive, Vallejo, California 94592. Objections may be submitted online at: <https://www.fs.usda.gov/project/plumas/?project=62873>. From this location, click on the “Comment/Object on Project” link on the right-hand side under the “Get Connected” box. Alternatively, you can use the following link to submit objections:

<https://cara.fs2c.usda.gov/Public//CommentInput?Project=62873>

Objection will only be accepted from those who have previously submitted specific written comments regarding the proposed project during scoping or other designated opportunity for public comment in accordance with § 218.5(a). Issues raised in objections must be based on previously submitted timely, specific comments regarding the proposed project unless based on new information arising after designated opportunities.

At a minimum, an objection must include the following: (1) Objector's name and address as defined in § 218.2, with a telephone number, if available; (2) Signature or other verification of authorship upon request (a scanned signature for electronic mail may be filed with the objection) (3) When multiple names are listed on an objection, identification of the lead objector as defined



in § 218.2. Verification of the identity of the lead objector must be provided upon request or the reviewing officer will designate a lead objector as provided in § 218.5(d); (4) The name of the proposed project, the name and title of the responsible official, and the name(s) of the national forest(s) and/or ranger district(s) on which the proposed project will be implemented; (5) A description of those aspects of the proposed project addressed by the objection, including specific issues related to the proposed project; if applicable, how the objector believes the environmental analysis or draft decision specifically violates law, regulation, or policy; suggested remedies that would resolve the objection; supporting reasons for the reviewing officer to consider; and (6) A statement that demonstrates the connection between prior specific written comments on the particular proposed project or activity and the content of the objection, unless the objection concerns an issue that arose after the designated opportunities for comment.

The reviewing officer must issue a written response to the objector(s) concerning their objection(s) within 45 days following the end of the objection filing period. The reviewing officer has the discretion to extend the time for up to 30 days when he or she determines that additional time is necessary to provide adequate response to objections or to participate in resolution discussions with the objector(s).

## Contact

For additional information concerning this decision, contact: Ryan Bauer, Fuels and Prescribed Fire Program Manager, 159 Lawrence Street, Quincy, CA 95971, (530) 283-7832, or [ryan.bauer@usda.gov](mailto:ryan.bauer@usda.gov).

Richard Hopson  
Acting Forest Supervisor

## References

Bernal, A.A., Stephens, S.L., Collins, B.M. and Battles, J.J., 2022. Biomass stocks in California's fire-Prone forests: mismatch in ecology and policy. *Environmental Research Letters*, Volume 17, Number 4. March 2022. 044047.

California Governor's Office of Planning and Research, Scripps Institution of Oceanography, California Energy Commission and California Public Utilities Commission. 2018. Statewide Summary Report. California's Fourth Climate Change Assessment. Publication number: SUM-CCCA4-2018-013.

Centers for Disease Control and Prevention. 2022. *National Environmental Public Health Tracking Network*. Available: <https://ephtacking.cdc.gov/>. Accessed December 2, 2022.

Constance Millar, Kenneth Skog, Duncan McKinley et al GTR870, Adaptation and Mitigation, Chapter 4, [https://www.fs.usda.gov/pnw/pubs/pnw\\_gtr870/pnw\\_gtr870.pdf](https://www.fs.usda.gov/pnw/pubs/pnw_gtr870/pnw_gtr870.pdf)

IPCC 2023 Report [AR6 Synthesis Report: Climate Change 2023 — IPCC](#)

NOAA <https://www.noaa.gov/noaa-wildfire/wildfire-climate-connection>



## Community Protection - Central and West Slope Project



North, M.P., Tompkins, R.E., Bernal, A.A., Collins, B.M., Stephens, S.L. and York, R.A., 2022. Operational resilience in western US frequent-fire forests. *Forest Ecology and Management*, 507, p.120004.

Plumas National Forest Climate Change Trend Summary (2022),  
[https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd1070203.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd1070203.pdf)

Steel, Z.L., Jones, G.M., Collins, B.M., Green, R., Koltunov, A., Purcell, K.L., Sawyer, S.C., Slaton, M.R., Stephens, S.L., Stine, P. and Thompson, C., 2023. Mega-disturbances cause rapid decline of mature conifer forest habitat in California. *Ecological Applications*, p.e2763.

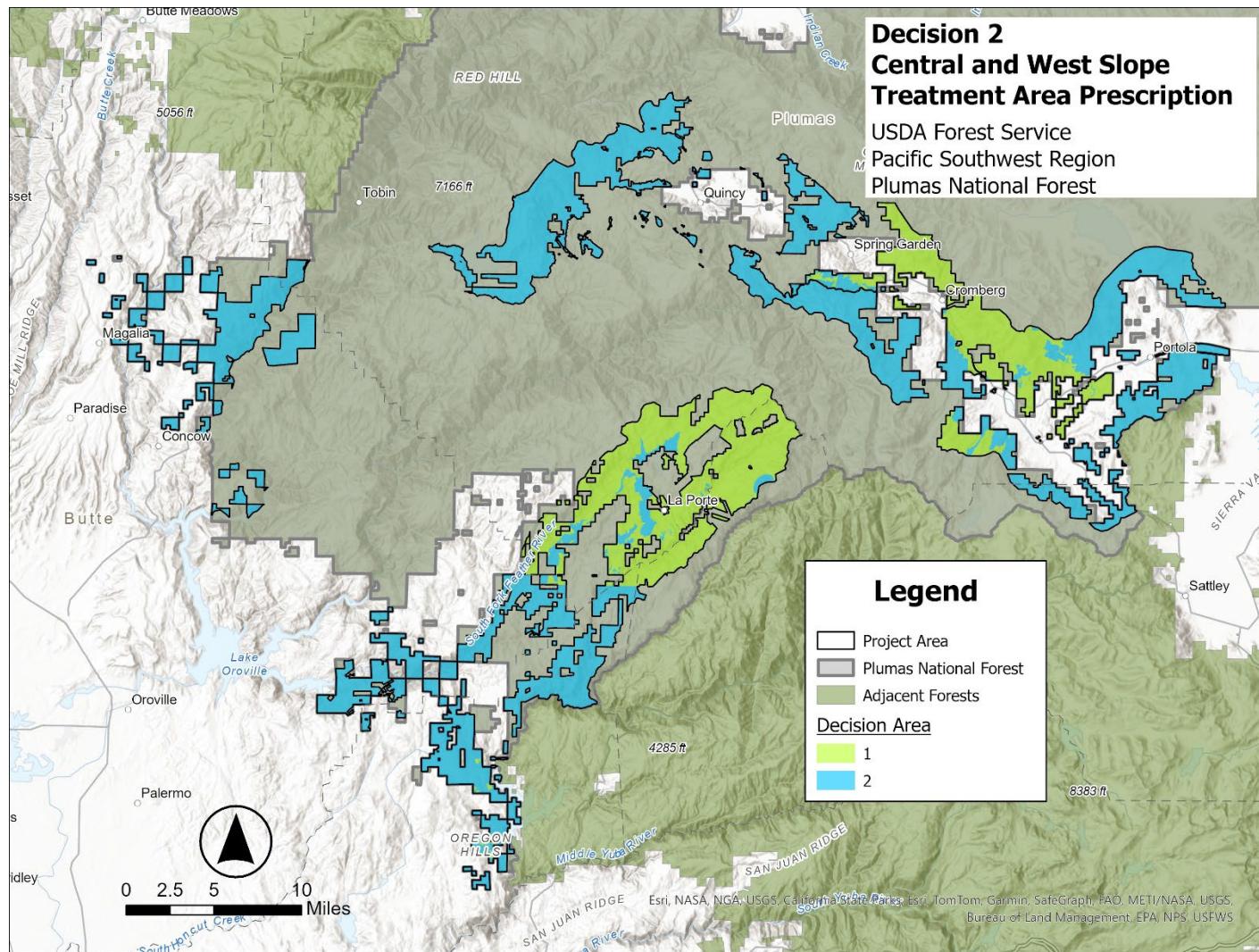
Stephens, S.L., Battaglia, M.A., Churchill, D.J., Collins, B.M., Coppoletta, M., Hoffman, C.M., Lydersen, J.M., North, M.P., Parsons, R.A., Ritter, S.M. and Stevens, J.T. 2021. Forest Restoration and Fuels Reduction: Convergent or Divergent? *BioScience*, Volume 71, Issue 1, January 2021, Pages 85-101, <https://doi.org/10.1093/biosci/biaa134>.

Thorne, J. H., H. Choe, R. M. Boynton, J. Bjorkman, W. Albright, K. Nydick, A. L. Flint, L. E. Flint, and M. W. Schwartz. 2017. The impact of climate change uncertainty on California's vegetation and adaptation management. *Ecosphere* 8:1-14

U.S. Department of Agriculture Forest Service. 2019. Conservation Strategy for the California spotted owl (*Strix occidentalis occidentalis*) in the Sierra Nevada. Publication R5-TP-043.

U.S. Department of Agriculture Forest Service. 2023. *California's Wildfire and Forest Health Crisis; A State of Emergency in our National Forests*. Version 1.1. U.S. Forest Service, Pacific Southwest Region. April 2023. 25 p.

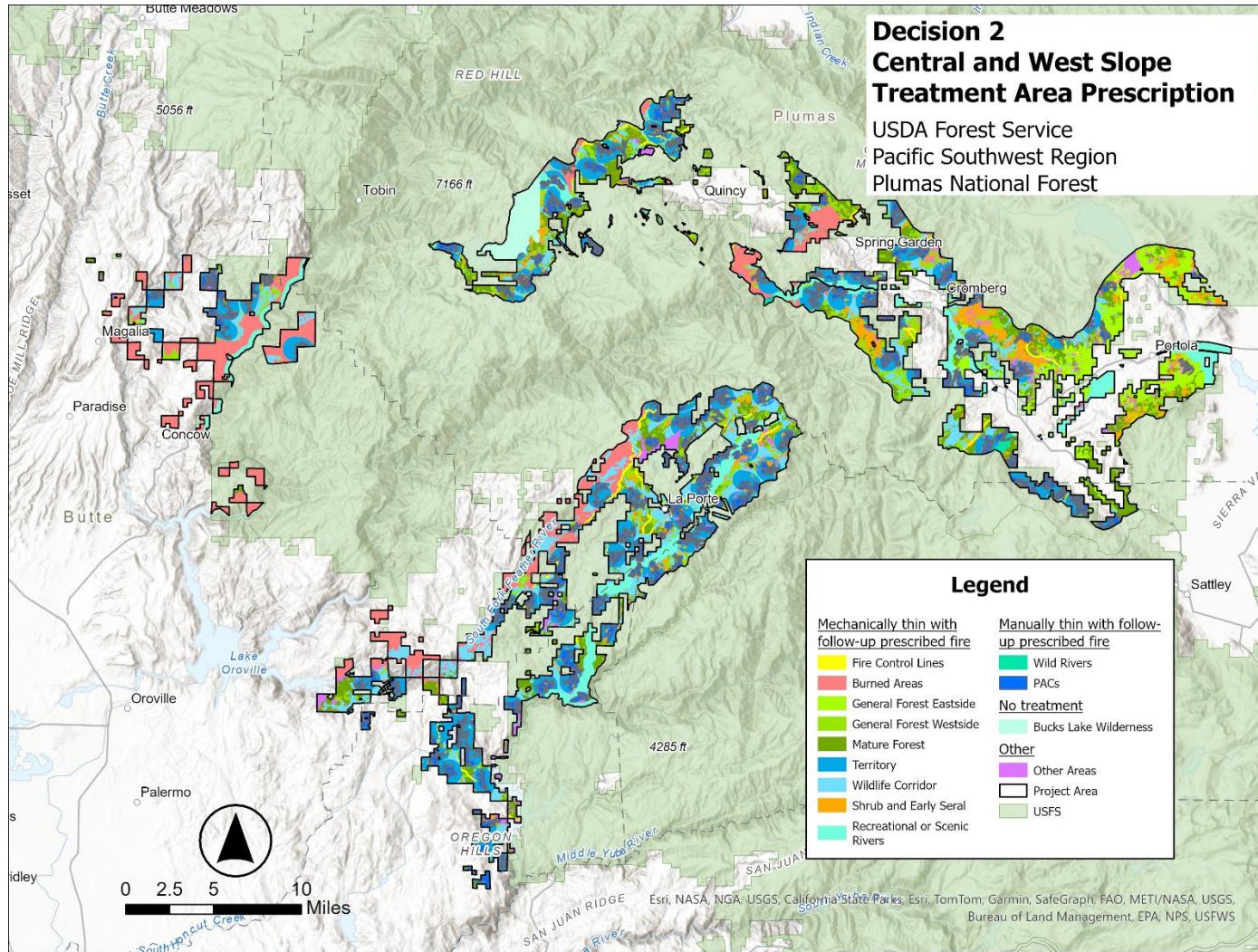
## Figures



**Figure 1.** Community Protection – Central and West Slope Project and LaPorte/Greater Mohawk areas



# Community Protection - Central and West Slope Project



**Figure 2.** All treatments included in this decision within the LaPorte/Greater Mohawk area (see Table 1 for acres)



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

---

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

**FROM:** Zachary Gately, Grant Manager

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide \$1,000 and \$20,000 (for a total of \$21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved by County Counsel; discussion and possible action.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide \$1,000 and \$20,000 (for a total of \$21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved by County Counsel; discussion and possible action.

**Background and Discussion:**

Plumas County participated in California Emerging Technology Fund's (CETF) Local Government Digital Equity Best Practices Check List Webinar in May 2024, where participants had the opportunity to submit for further funding. Plumas County was awarded \$1000 and \$20,000 for a total of \$21,000. These funds will be used to help bridge the digital divide and provide better access to digital resources (including hardware) to Plumas County residents during FY25.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide \$1,000 and \$20,000 (for a total of \$21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved by County Counsel; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact

**Attachments:**

1. 4421 20000 CETF FINAL
2. 4421 1000 CETF FINAL

**CHAIR**

**Renée P. Martinez**  
President Emeritus  
Los Angeles City College

**VICE CHAIR**

**Darrell J. Stewart**  
Retired Public Sector Manager  
Intel, America

**TREASURER-CFO**

**Rich Motta**  
Retired Vice President  
AT&T

**SECRETARY**

**Carlos Ramos**  
Principal Consultant  
Maestro Public Sector  
Former California CIO

**Jeff Campbell**  
Senior Vice President  
and Chief Government Strategy Officer  
Cisco Systems, Inc.

**The Honorable Martha M. Escutia**  
Former California State Senator  
Vice President Government Relations  
and Special Counsel  
University of Southern California

**Frances Marie Gipson, Ph.D**  
Clinical Professor of Education  
and Director, Urban Leadership Program  
School of Educational Studies  
Claremont Graduate University

**Jim Kirkland**  
Senior Vice President, External Affairs  
Trimble Inc.

**Tim McCallion**  
Retired President – West Region  
Verizon

**Lenny Mendonca**  
Former Chief Economic and Business  
Advisor for Governor Newsom  
Senior Partner Emeritus, McKinsey & Co.

**Shireen Santosham**  
Executive Director  
Nextdoor Kind Foundation  
Head of Social Impact, Nextdoor

**Barb Yellowlees**  
Telehealth Expert  
Consultant

**CHAIR EMERITUS**  
**Barbara O'Connor, Ph.D.**  
Professor Emeritus  
California State University, Sacramento  
Retired, National Board of Directors AARP

**PRESIDENT AND CEO**  
**Sunne Wright McPeak**

**CALIFORNIA EMERGING TECHNOLOGY FUND**  
[www.cetfund.org](http://www.cetfund.org)

**Official Mailing Address**  
P.O. Box 5897  
Concord, California 94524

2151 Salvia Street, Suite 252  
Concord, California 94520  
415-744-CETF (2383)

714 West Olympic Boulevard, Suite 924  
Los Angeles, California 90015-4133  
213-443-9952

October 8, 2024

**County of Plumas**

520 Main St, RM 309  
Quincy, California 95971

EIN: 94-6000528

ATTN: Zachary Gately  
Grant Manager

Email: [zacharygately@countyofplumas.com](mailto:zacharygately@countyofplumas.com)  
Phone: 530-283-6414

This is a Grant Agreement between the California Emerging Technology Fund (CETF) and County of Plumas (Grantee) for CETF to provide a Grant of \$20,000 to support participation of the Grantee in the Best Practices Check List Project Learning Community in Fiscal Year 2024-2025. This Grant Agreement shall become effective upon signing by the Grantee and shall end June 30, 2025.

**Scope of Work**

Grantee shall be responsible for ensuring that at least 1 representative of your jurisdiction attends the entire time and participates fully in each of the following 3 Learning Community Workshops:

- Wednesday, September 25, 2024 – 1PM-4PM
- Thursday, February 20, 2025 – 9AM-Noon
- Thursday, April 24, 2025 – 9AM-Noon

Grantee is invited to attend an optional webinar on Thursday, December 5, 2024, 9AM-Noon, to learn about other grant funding opportunities, particularly through the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF), but attendance is not required.

Grantee shall be responsible for completing an updated Best Practices Check List (to determine if any additional Best Practices were adopted as a result of the Learning Community) and submitting it along with a concise Final Report (in a format provided by CETF) by Friday, May 16, 2025.

If the Grantee's designated representative is unable to attend one of the scheduled Learning Community Workshops, then Grantee shall be responsible for assigning another representative to attend that Workshop. Failure to attend the Learning Community Workshops in a timely manner or be present and participating during all 3 hours of the Workshops shall be grounds for termination of this Grant Agreement and repayment of the Grant funds received. If an unforeseen emergency circumstance occurs, Grantee must immediately notify CETF by email and explain the emergency. CETF may allow submission of a written assignment to make up for an absence due to an unforeseen emergency.

Grantee acknowledges that the Best Practices Check List includes acceleration of Adoption and that CETF shall provide a template for Grantee to distribute information to low-income households about affordable lower-cost Internet service offers and Digital Literacy Training resources using existing communication channels (that require no significant additional cost to the jurisdiction). Grantee further acknowledges that CETF identified \$535,000 of the total Best Practices Check List Project Grants (\$1,155,000) as match in a Competitive Grant Application on behalf of the Get Connected! California Partnership submitted to the U.S. Department of Commerce National Telecommunications and Information Administration (NTIA).

### **Grant Payment Schedule**

Grant Payment shall be made as follows: \$10,000 upon returning this signed Grant Agreement to CETF; \$5,000 upon attendance of Workshop #2; and \$5,000 upon submission of the Final Report along with the updated Check List.

### **General Provisions**

As a Grantee, County of Plumas shall not be covered by CETF employer benefits, workers' compensation or other insurance policies. Grantee shall indemnify and hold harmless CETF, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission by Grantee.

Grantee may not use CETF funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of the Code of Federal Regulations, Internal Revenue Service, Department of the Treasury Section 53.4945(d)(1) unless explicitly approved by CETF. Further, it is our intent and understanding that nothing herein violates any law, regulation or code of ethics.

If this Grant Agreement is acceptable to you, please sign and return to CETF. We look forward to working together to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity in California.

Sincerely,



Sunne Wright McPeak  
President and CEO



Aiana O'Brien  
Vice President of Operations

Accepted on behalf of County of Plumas:

---

Signature

---

Date

---

Name

---

Title



**CHAIR**  
Renée P. Martinez  
President Emeritus  
Los Angeles City College

**VICE CHAIR**  
Darrell J. Stewart  
Retired Public Sector Manager  
Intel, America

**TREASURER-CFO**  
Rich Moto  
Retired Vice President  
AT&T

**SECRETARY**  
Carlos Ramos  
Principal Consultant  
Master Public Sector  
Former California CIO

**Jeff Campbell**  
Senior Vice President  
and Chief Government Strategy Officer  
Cisco Systems, Inc.

**The Honorable Martha M. Escutia**  
Former California State Senator  
Vice President Government Relations  
and Special Counsel  
University of Southern California

**Frances Marie Gipsen, Ph.D.**  
Clinical Professor of Education  
and Director, Urban Leadership Program  
School of Educational Studies  
Claremont Graduate University

**Jim Kirkland**  
Senior Vice President, External Affairs  
Trimble Inc.

**Tim McCallion**  
Retired President – West Region  
Verizon

**Lenny Mandona**  
Former Chief Economic and Business  
Advisor for Governor Newsom  
Senior Partner Emeritus, McKinsey & Co.

**Shireen Santosham**  
Executive Director  
Nextdoor Kind Foundation  
Head of Social Impact, Nextdoor

**Barb Yallowles**  
Telehealth Expert  
Consultant

**CHAIR EMERITUS**  
Barbara O'Connor, Ph.D.  
Professor Emeritus  
California State University, Sacramento  
Retired, National Board of Directors AARP

**PRESIDENT AND CEO**  
Sunne Wright McPeak

**CALIFORNIA EMERGING TECHNOLOGY FUND**  
[www.cetfund.org](http://www.cetfund.org)

**Official Mailing Address**  
P.O. Box 5897  
Concord, California 94524  
2151 Solvia Street, Suite 252  
Concord, California 94520  
415-744-CETF (2583)

714 West Olympic Boulevard, Suite 924  
Los Angeles, California 90015-4133  
213-443-9957



**County of Plumas**  
520 Main St, RM 309  
Quincy, California 95971  
ATTN: Zachary Gately Email: [zacharygately@countyofplumas.com](mailto:zacharygately@countyofplumas.com)

July 12, 2024

Dear County of Plumas:

This is a Grant Acknowledgement from the California Emerging Technology Fund (CETF) confirming the County of Plumas was awarded \$1,000 after attending a prerequisite Local Government Digital Equity Best Practices Check List Webinar, then completing and submitting the CETF Digital Equity Best Practices Check List – whereby the County of Plumas also became eligible to apply for the \$20,000 Learning Community Grant Application due on June 28, 2024.

All 58 Counties and 482 Cities in California were invited to participate. Jurisdictions that attended at least one webinar were eligible to submit the CETF Best Practices Check List to Achieve Digital Equity. The first 100 Local Governments submitting Check List by May 31, 2024 are receiving a \$1,000 Grant which may be used by the jurisdiction for any purpose to advance Digital Equity.

We welcome the opportunity to continue to work together to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity in California.

### General Provisions

As a Grantee, County of Plumas, shall not be covered by CETF employer benefits, workers' compensation or other insurance policies. Grantee shall indemnify and hold harmless CETF, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission by Grantee.

Grantee may not use CETF funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of the 26 United States Code Section 4945(d)(1) unless explicitly approved by CETF. Further, it is our intent and understanding that nothing herein violates any law, regulation or code of ethics.

Sincerely,

**Sunne Wright McPeak**  
President and CEO

**Alana O'Brien**  
Vice President of Operations

Accepted on behalf of County of Plumas by:

Signature:

Name

Title

Date



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

---

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

**FROM:** Sharon Roberts

**MEETING DATE:** December 10, 2024

**SUBJECT:** Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

**Plumas County Tourism will also share a quick update on the renewal process.**

---

**Recommendation:**

Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process.

**Background and Discussion:**

Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process.

**Action:**

Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process.

**Fiscal Impact:**

General Fund Impact.

**Attachments:**

1. Web Page Information Related to TOT
2. To be posted on airbnb website (1)
3. Draft Airbnb Non-compliant letter (1)
4. Generate the Airbnb Gross Earnings Report (1)

# Web Page Information Related to TOT

## Transient Occupancy Tax

**TOT paid by visitors helps fund projects that benefit the County as a whole.**

Visitors are drawn to Plumas County by its natural beauty and the region's unique and historical attractions. The dollars they bring stimulate commerce, which is vital to the local economy. Balancing the costs and benefits of tourism is essential to the preservation of our communities and our quality of life. Transient Occupancy Tax (TOT) is an important part of that balance. TOT paid by visitors helps fund projects that benefit the County as a whole, such as public parks, infrastructure improvements, and historical and environmental preservation.

## “Lodging” Owner & Operator Responsibilities

Operators are responsible for ensuring compliance with the County's governing laws, including registration, collection and remittance of any TOT taxes that apply to their accommodations when payment is collected.

[Plumas County Code and Ordinances Related to Property Owners Responsibilities when offering lodging.](#)

Definition of “lodging” - "Lodging" shall mean any building, portion of a building, reserved outdoor space, or other premises rented for use by transients for overnight lodging. A "lodging" shall not include an "organized camp" as defined in Section 18897 of the State Health and Safety Code. A "lodging" shall refer to the following premises, among others but not exclusively: motel, hotel, inn, tourist home, bed and breakfast, rooming house, apartment house, mobile home park, recreational vehicle park, campground, or parking area.

Tax Imposed - For the privilege of occupying a lodging within the unincorporated area of the County, each transient shall pay a tax in the amount of nine (9%) percent of the rent charged by the operator.

Duties of Operators - Each operator shall collect the tax imposed by the provisions of this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment of rent from the operator.

Registration of Operators- Within ten (10) days after commencing business, each operator of a lodging, located within the unincorporated areas of the County, who rents occupancies to transients, shall register the lodging with the Tax Collector.

## FAQ'S

### **What is Transient Occupancy Tax**

TOT, also known as a “hotel tax,” is authorized under State Revenue and Taxation Code Section 7280. TOT is levied at 9% in Plumas County for the privilege of occupying a room(s) or other living spaces in a hotel, inn, motel, vacation home, house or other lodging for a period of 30 days or less. TOT is collected by the operator, but the tax is imposed on the guest.

### **What is the Feather River Tourism Marketing District and 2% Assessment?**

The Feather River Tourism Marketing District (FRTMD) 2% assessment is authorized by the California Property and Business Improvement District Law of 1994 (Streets and Highway Code §36600 et seq.) This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area, providing a stable, long-term source of funding for tourism promotion. This assessment can be paid by the guest or the lodging provider. When paid by the guest the assessment is listed as a separate line item, such as FRTMD Assessment.

### **Who is required to have a Transient Occupancy Certificate**

All lodging providers within Plumas County must have or apply for a Transient Occupancy Tax (TOT) Certificate. Also known as the “hotel” or “bed” tax.

### **How do I obtain a Transient Occupancy Certificate**

Registration should be made prior to operation Complete the [Transient Occupancy Tax Registration Form](#) and mail it to: P.O. Box 176, Quincy, CA. 95971. You will need to know if your short- term rental is located within the FRTMD, this information can be obtained from the tax collector’s office.

### **Who is required to Pay the 2% FRTMD Assessment**

Lodging providers within the boundaries of the Feather River Tourism Marketing District (FRTMD), which includes the Lake Almanor/Chester, Indian Valley, Feather River Canyon, Quincy, and Bucks Lake areas, pay the 9% TOT and a 2% FRTMD Assessment with the same compliance requirements. If in doubt if your lodging facility lies within the boundaries of the FRTMD please call the tax collector at 530-280-6260.

### **How often do I need to file/pay the TOT tax**

Unless otherwise arranged, Transient Occupancy Tax is due quarterly. Tax payments are due postmarked no later than the last day of the month following the end of the calendar quarter for which the taxes are due.

Quarterly Due Dates are as follows:

First Quarter (Jan-Mar): Due on or before April 30<sup>th</sup>

Second Quarter (Apr-Jun): Due on or before July 31<sup>st</sup>

Third Quarter (July-Sept): Due on or before October 31<sup>st</sup>

Fourth Quarter (Oct-Dec): Due on or before January 31<sup>st</sup>

### **How do I obtain a quarterly return**

Quarterly returns will be mailed to you approximately \_\_\_\_\_ days before they are due. If for some reason you did not receive one. You can download a blank form.

[Transient Occupancy Tax Return without FRTMD Assessment](#) For Eastern Plumas County only.

[Transient Occupancy Tax Return with FRTMD Assessment](#) For Quincy, Bucks Lake, Feather River Canyon, Indian Valley and Lake Almanor Basin.

### **How do I calculate the amount of tax due**

The amount of tax is 9% of Gross Rents (less any exemption[s]) in a reporting period, plus 2% FRTMD Assessment. See [Plumas County Ordinance for exemptions](#) and other additional information.

### **What is included in Gross Rents**

"Rent" means all consideration charged for occupancy valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature required to be paid by a transient, without any deduction therefrom whatsoever.

Notwithstanding the foregoing, "rent" does not include consideration or charges for any of the following:

- Use of banquet or meeting rooms;
- Occupancy of space in a lodging by a pet owned by a transient;
- Childcare services;
- Use of safes or other secure storage areas;
- Food or meals;
- Pay-per-view movies, video games, telephones, internet and the like;
- Cancellation charges; or
- Repair or damage/lost items in a lodging.

### **Do I report anything if Airbnb pays TOT**

Yes. While Airbnb has a voluntary collection agreement with County of Plumas, as an operator, you are still required to file a quarterly TOT return and/or submit the necessary supporting documentation. Airbnb has reports you can generate to provide you with the necessary information to complete your return. You will report gross rents from all sources on line 1 of the TOT return and will also need to include the gross rents from Airbnb platform on the appropriate adjustment lines. If you need additional assistance, please reach out to the Tax Collector's office at 530-280-6260

### **If I did not have any guests, closed for the season, or all stays over 30 days do I need to complete a return**

Yes. Regardless of whether any qualified rents are received for the reporting period a return is required to be filed.

### **Where do I mail quarterly returns**

Returns are to be mailed to:

Plumas County Tax Collector  
P.O. Box 176  
Quincy, Ca 95976-0176

**How long do I need to maintain records**

Operators of lodging facilities are required to keep and preserve records for a period of five (5) years, including all records that may be necessary to determine the amount of tax due in the event of an audit.

**Are there penalties for not having a TOT certificate or timely payments**

Yes, there are penalties for both late registration and quarterly payments

*Late registrations.* Any operator who shall fail to obtain a registration certificate within the time specified by this chapter shall pay a penalty of Twenty-Five and no/100ths (\$25.00) Dollars per certificate.

*Original delinquencies.* Any operator who shall fail to remit any tax imposed by the provisions of this chapter within the time required shall pay a penalty in the amount of ten (10%) percent of the amount of the tax in addition to the amount of the tax.

*Continued delinquencies.* Any operator who shall fail to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty in the amount of ten (10%) percent of the amount of the tax in addition to the amount of the tax and the ten (10%) percent penalty first imposed.

*Fraud.* If the Tax Administrator shall determine that the nonpayment of any remittance due pursuant to the provisions of this chapter is due to fraud, a penalty in the amount of twenty-five (25%) percent of the amount of the tax shall be added thereto, in addition to the penalties set forth in subsections (b) and (c) of this section.

*Interest.* In addition to the penalties imposed, any operator who shall fail to remit any tax imposed by the provisions of this chapter shall pay interest at the rate of one percent per month, on the amount of the tax, exclusive of penalties, attaching on the first day of the month in which the tax became delinquent and on the first day of each month thereafter to the time of payment. If the last day of a month falls on a Saturday, Sunday, or legal holiday, the additional one percent shall attach after 5:00 p.m. on the next business day.

*Penalties and interest merged with tax.* Every penalty imposed, and such interest as accrues, pursuant to the provisions of this section shall become a part of the tax required to be paid by the provisions of this chapter.

(§ 75007, P.C.O.C., as added by Ord. 544, as amended by § 1, Ord. 84-556, eff. March 8, 1984, and § 3, Ord. 88-686, eff. April 7, 1988)



## To Be post on Airbnb Site – Responsible Hosting

### Plumas County, Ca

When deciding whether to become an Airbnb host, it is important for you to understand the laws in your municipality. As a platform and market place, we do not provide legal advice, but we want to give you some useful information and links that may help you better understand the regulations in Plumas County, California. This list is not exhaustive, but it should give you a good start in understanding your local laws. If you have questions, please contact the County Tax Collector at 530-283-6260 or <https://www.plumascounty.us/95/TreasurerTax-Collector>.

### Short-term rental regulations

Plumas County Code requires all lodging providers including short-term rentals to obtain a TOT certificate. The TOT rate for Plumas County is 9%. Properties located within the FRTMD are also required to collect **a 2% assessment**. This assessment can be collected from the guest as long as it is listed as a separate line item on their bill. The lodging provider may choose to pay the assessment and not collect from the guest.

**It is the responsibility of all operators, and authorized agents, to ensure the appropriate taxes are being collected and remitted each quarter.**

### Registration

**Step 1:** Registration should be made prior to the operation of the rental. Complete the [Transient Occupancy Tax Registration Form](#) and mail it to: P.O. Box 176, Quincy, CA. 95971. You will need to know if your short- term rental is located within the FRTMD, this information can be obtained from the tax collector's office.

**Step 2:** Once you receive your permit number from the County, remember to [add it to your listing](#).

**Step 3:** Once you have your TOT permit and the number is added to your listing reach out to Plumas County Tourism if you wished to have your property added to the [plumascounty.org](http://plumascounty.org).

**Step 4:** File County of Plumas Transient Occupancy Tax Return quarterly regardless of income earned in the quarter.

### Other rules

It is also important to understand and abide by other contracts or rules that bind you, such as leases, condo board or co-op rules, HOA rules, or rules established by tenant organizations. Please read your lease agreement and check with your landlord if applicable.

## **Remitting Quarterly Tax Returns**

Quarterly Tax Returns are required to be filed each quarterly even if property was not rented during the quarter or taxes are being collected and paid by Airbnb.

### **Overview of tax obligations**

Hotel partners remain responsible for complying with tax obligations, including accounting for applicable tax (for any taxes not collected and remitted by us), ensuring such tax rates are accurate and up-to-date, and timely remitting taxes they owe to the proper taxing authorities.

In some jurisdictions, Airbnb Travel, LLC collects and remits taxes on behalf of hotels and/or on our service fee. We automatically calculate these taxes and collect them from guests at the time of payment, and then remit them to the applicable tax authority. Currently Airbnb is not collecting and paying the FRTMD 2% assessment. This is the responsibility of the short- term rental operator.

Even if Airbnb Travel, LLC automatically collects and pays certain taxes on your behalf, you may still be required to manually collect other taxes on accommodation. For example, Airbnb Travel, LLC may collect state taxes but not local ones in some places.

You are responsible for knowing whether or not Airbnb Travel LLC is collecting any taxes on your behalf. To generate the Airbnb Gross Earnings Report, the client would need to log into their Airbnb Host.

Hotels remain responsible for assessing and complying with all other applicable tax obligations (including any additional city or local requirements). We recommend doing some research to make sure you understand and comply with any local tax rules and obligations that apply to your listing. Check with your local government or a tax professional for additional information about taxes that apply to your situation.

### **Tax collection and remittance by hotel**

Hotels are responsible for collecting and remitting any taxes on accommodation for their net room rate that are not automatically collected and remitted by Airbnb Travel, LLC on the hotel's behalf.

### **What taxes should be collected by the hotel?**

**Taxes and assessments** on the net room rate (i.e., nightly price minus Airbnb Travel, LLC's service fee), except for any taxes that Airbnb Travel, LLC collects and remits on behalf of hotels in your area.

**Date:**

**Address:**

**Attention**

Airbnb would like to make you aware of changes in how Plumas County Tax Collector is handling short term rentals on the Airbnb platform.

The County is now requiring all Airbnb hosts to obtain a County Transient Occupancy Certificate.

**Changes you need to know.**

- All short- term rentals are required to register with the County and obtain a TOT certificate.
- All short-term rentals are required to submit a quarterly Transient Occupancy Tax Return to the Tax Collector's office on all gross revenues received.
- Airbnb will continue to collect and pay TOT on your behalf.
- Additional assessments, such as the Feather River Tourism District Assessment (FRTMD) if applicable, are now your responsibility. Failure to pay will result in penalties and interest.
- Any short-term rental that does not obtain a TOT certificate from the county will be considered non-compliant.

**What you need to do.**

To be in compliance with the Plumas County ordinance and avoid penalties and interest, complete the following steps **before 12/31/2024**.

1. Obtain a TOT Certificate for each property you operate.
  - a. Registration for a TOT Certificate can be found at; [Transient Occupancy Tax Registration Form](#) and mailed to P.O. Box 176, Quincy, Ca 95971.
  - b. Any questions contact Plumas County Tax Collector at 530-283-6260.
2. File quarterly TOT Tax Returns.
  - a. TOT Tax Returns can be found at the following links and will be mailed to you in subsequent quarters.
    - [Transient Occupancy Tax Return for Eastern Plumas County.](#)
    - [Transient Occupancy Tax Return for Quincy, Bucks Lake, Feather River Canyon, Indian Valley and Lake Almanor Basin.](#)
  - b. Report gross receipts and pay TOT on any receipts generated outside of the Airbnb Platform.

- c. Pay the FRTMD 2% assessment (if applicable) on all receipts earned.
  - Lodging providers in Quincy, Bucks Lake, Feather River Canyon, Indian Valley and the Lake Almanor Basin are required to pay the FRTMD assessment.

3. Submit the Airbnb Earnings report with your quarterly return.
4. Once you have a TOT certificate number you must add it to your Airbnb listing.

**If you are a Lodging provider paying the FRTMD 2% Assessment**

1. You are eligible to add your listing(s) to [plumascounty.org](http://plumascounty.org)
2. Information can be submitted via <https://plumascounty.org/lodging-provider-submission-form/> or contact Plumas County Tourism at [info@plumascounty.org](mailto:info@plumascounty.org) for more information.

Please visit Airbnb Responsible Hosting page for Plumas County for more details.

**Complete the following steps to generate the Airbnb Gross Earnings Report.**

To generate the Airbnb Gross Earnings Report, the client would need to log into their Airbnb Host Account, then:

1. Across the top (center to right) of the page, they should see the word "host."
- . Click on Host and select "hosting dashboard."
- a. Left click on the profile photo (top right corner) and select "transaction history."
2. There are three tabs, "completed payouts, upcoming payouts and gross earnings."
3. Click on the "gross earnings tab" until the green line shows.
4. Select the dates you want to report, i.e "FROM October 2019 TO October 2019"
5. Download to CSV:
  - a. The report should open to a spreadsheet. If not, at the bottom left of the screen, there should be an up arrow with "Airbnb\_tax\_...", click it to open the report;  
OR the file is automatically saved in your downloads folder, so you can always locate it there.
  - b. If you are using Numbers (for Mac), you will need to export to Excel. To export to Excel, click on **File**, then "export to" and select Excel, then save to your desktop.
  - c. Print the report in **landscape** and scale to fit all to one page.
6. If information in any of the columns is not visible (shows #####), then open the column by double clicking between columns A and B as well as Columns C and D or D and E.
  - a. Save the report to your desktop for electronic filing, using .XLS, .PDF or .CSV file format.

\*Please note, **TOT should be reported when the stay occurs (check in date)**, not when the payment is received (payout date).

\*\*To Report your Airbnb Gross Earnings, use the total for "Column O - Gross Earnings". Please do not report using "Column K - Amount".



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Kevin Goss  
District 2 Supervisor  
Plumas County Behavioral Health Commission  
Chair

**MEETING DATE:** December 10, 2024

**SUBJECT:** Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action.

---

**Recommendation:**

Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action.

**Background and Discussion:**

.

**Action:**

Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. CBHPC 2024 Data Notebook for California Behavioral Health Boards & Commissions

(1)

## CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions

### Section 1: Homelessness in the Public Behavioral Health System

***NOTE: The background information provided in this online survey has been edited for brevity. Please refer to the 2024 Data Notebook document provided to you for the full background information on the topics discussed.***

Homelessness is a multifaceted and longstanding phenomenon in United States, and California in particular. The state of California is home to the largest number of individuals experiencing homelessness in the nation. Our state makes up about 12% of the total population of the United States, yet accounts for 31% of the nation's homeless population and 49% of the unsheltered population as of 2023. The combination of low income and a lack of affordable housing continues to be the largest contributing factors for homelessness. However, there are many other factors that play a role in this issue including incarceration, racial disparities, physical and mental health, and domestic violence.

The intersection of homelessness and behavioral health is a complex topic, and has been the subject of increasing public discussion, political debate, and legislation. Rates of homelessness have continued to increase at alarming rates, exacerbated by the effects of the COVID-19 pandemic. As public concerns about homelessness have grown, so have statewide efforts to reform behavioral health services in California. While the

Planning Council does not share or endorse the view that mental illness is the primary cause of homelessness, the public behavioral health system does play a vital role in serving individuals experiencing homelessness.

(2)

The California Behavioral Health Planning Council has a long history of advocacy regarding housing and homelessness within the public mental health system. In 2016, the Planning Council published a report[4] highlighting programs and policies that looked promising for ending homelessness for those with severe mental illness and substance use disorders. This report was the result of multiple panel presentations in 2015 involving people with lived experience, providers, advocates, and other stakeholders. More recently, our Housing and Homelessness Committee published an issue brief[5] in 2020 highlighting services available to prepare persons experiencing homelessness for successful transitions to housing.

For the past 5 years, the Data Notebook survey has included an item asking counties to report on new or expanded services for homeless behavioral health clients. We have also included data from the federal Department of Housing and Urban Development (HUD) Point-In-Time counts for California. By making this topic the primary focus of the 2024 Data Notebook, we aim to learn more about how individuals experiencing homelessness are served within the public behavioral health system. The survey questions for this year have been written to identify what data is being collected at the county level, as well as some basic information on county-level programs, needs, and goals regarding homelessness.

[4] [Hope for the Hopeless: Effective Programs that Promote Real Change](#). Published January 2016 by the California Behavioral Health Planning Council.

[5] [The Crisis of Housing and Homelessness: Effective](#)

Programs to Bridge the Gap from Homelessness to Housing. Published May 2020 by the California Behavioral

(3)

\* 1. Please identify your County / Local Board or Commission.

**Plumas**

2. Which of the following definitions of homelessness does your county use to identify individuals experiencing homelessness within your behavioral health system? (select all that apply)



**The U.S. Housing and Urban Development (HUD) definition of homelessness, as used in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act.**



The U.S. Department of Health and Human Services definition of homeless youth established by the Runaway and Homeless Youth Act (RHYA).



The U.S. Department of Education definition of homeless children and youths as defined in the McKinney-Vento Homeless Assistance Act.



Substance Abuse and Mental Health Services Administration (SAMHSA) definition of those who are experiencing homelessness.



The Social Security Administration (SSA) definition of homelessness.



Other (please specify)

(4)

3. Does your county enter data on homelessness and housing services into a Homeless Management System (HMIS)?

 Yes No

4. Concerning individuals currently receiving services in your county behavioral health system, is your county actively collecting data on the housing status of any of the groups listed? (Please check all that apply)

 **Foster youth** Youth 18 years or age or younger Youth ages 19-24 Adults ages 25-65 Adults 66 years of age or older **Consumers receiving mental health services** **Consumers receiving substance use treatment services** Veterans **Individuals exiting incarceration from county jails** Individuals existing incarceration from prison



**Individuals in Institutions of Mental Disease  
(IMDs)**



**Individuals in psychiatric hospitals**



Other (please specify)



None/Not Applicable

6

5. What supports are necessary to provide housing to people served in your county behavioral health system for more than 6 months? (Please check all that apply)



Case management services



**Intensive case management services**



**Health or social services access/navigation services**



Medication-assisted treatment



Enhanced care management (ECM) and community supports



**Rental subsidies**



**Housing vouchers**



**Transitional and temporary housing**



Peer support

- Community health worker
- Supported employment services
- Wellness centers

(6)

- Full-service partnerships (FSPs)**

- Other (please specify)

6. Does your county behavioral health system participate in a county-wide interagency continuum of care that meets regularly to address housing for your county residents?

- Yes

- No

7. For people currently receiving services from your county behavioral health system, are you actively collecting any data on whether they are homeless/unsheltered at every point of service? For example, do you check for homeless status every time you provide individuals with any service?

- Yes

- No

8. Please list the organizations/agencies you work with to provide housing support and services for

individuals served by your county behavioral health system.



**Plumas Crisis Intervention & Resource Center (PCIRC), Plumas-Sierra Continuum of Care, Environmental Alternatives**

9. Is your county behavioral health system able to use local data when making program decisions and financial investments in existing or new homelessness/housing programs?

Yes

No

10. If you answered "Yes" to the previous question, can you give an example of a program your county initiated based on data you collect or track? (If you answered "No", skip this question)

N/A

11. Does your county behavioral health department have a housing services unit or housing coordinator?

Yes

No

(8)

## CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions

### Section 2: Performance Outcomes Data

12. Does your behavioral health agency currently collect data for the performance indicators listed below for all **adult** beneficiaries? (Please check all that apply)

<input checked="" type="checkbox"/> Employment status
<input type="checkbox"/> Criminal justice involvement
<input checked="" type="checkbox"/> Housing status
<input checked="" type="checkbox"/> Visits to the emergency room (ER)
<input checked="" type="checkbox"/> Psychiatric Hospitalizations
<input checked="" type="checkbox"/> Lanterman-Petris-Short (LPS) Conservatorship
<input checked="" type="checkbox"/> Rates of self-harm
<input checked="" type="checkbox"/> Rates of suicide
<input checked="" type="checkbox"/> Social functioning and community connectedness
<input checked="" type="checkbox"/> Self-reported wellness
<input checked="" type="checkbox"/> Overall patient satisfaction
<input type="checkbox"/> Other (please specify)

Ⓐ

13. Does your behavioral health agency currently collect data for the performance indicators listed below for all **child and youth** beneficiaries? (Please check all that apply)

**Criminal justice involvement**

**Housing status**

**Visits to the emergency room (ER)**

**Psychiatric Hospitalizations**

**Rates of self-harm**

**Rates of suicide**

**School attendance/absenteeism**

**Academic engagement**

**Classroom behavior**

**Social functioning and community connectedness**

**Self-reported wellness**

**Overall patient satisfaction**

**Other (please specify)**

10

14. Do you utilize the performance indicators previously identified in any of the following ways?  
(Please check all that apply)



**Evaluate the effectiveness of programs**



Make changes in spending



**Make changes in program planning**



**Inform partners and stakeholders**



Advocate for policy changes



**Engage in community outreach**



Other (please specify)

15. Overall, do you have adequate data to evaluate and comment on performance outcomes in your county behavioral health system?



**Yes**



No

\* 16. Which of the following topics or areas of interest would your county like to see future Data Notebooks focus on? (Please select up to 5).



Employment Status



**Criminal Justice Involvement**

11

 **Housing Status** **Visits to the emergency room (ER)**

- Psychiatric Hospitalizations
- Lanterman-Petris-Short (LPS) Conservatorship
- Rates of Self-Harm and Suicide

 **School-Based Wellness for Children/Youth** **Social Functioning and Community Connectedness**

- Self-reported wellness
- Overall Patient Satisfaction
- Other (please specify)

(12)

## CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions

### Post-Survey Questionnaire

Completion of your Data Notebook helps fulfill the board's requirements for reporting to the California Behavioral Health Planning Council. Questions below ask about operations of mental health boards, and behavioral health boards or commissions, etc.

17. What process was used to complete this Data Notebook? (please select all that apply)

- MH Board reviewed W.I.C. 5604.2 regarding the reporting roles of mental health boards and commissions
- MH Board completed majority of the Data Notebook
- Data Notebook placed on Agenda and discussed at Board meeting
- MH board work group or temporary ad hoc committee worked on it
- MH board partnered with county staff or director**
- MH board submitted a copy of the Data Notebook to the County Board of Supervisors or other designated body as part of their reporting function



Other (please specify)

Data Notebook presented to MH Board and Board of Su

(13)

Supervisors

after submission

18. Does your board have designated staff to support your activities?

No

Yes (if Yes, please provide their job classification)

19. Please provide contact information for this staff member or board liaison.

Name	<b>Kendrah Fredricksen</b>
County	<b>Plumas</b>
Email	
Address	<b>oursavior95971@yahoo.com</b>
Phone Number	<b>5302600699</b>

20. Please provide contact information for your Board's presiding officer (Chair, etc.)

Name	<b>Kevin Goss</b>
County	<b>Plumas</b>
Email	
Address	<b>kgooss@countyofplumas.com</b>
Phone Number	

21. Do you have any feedback or recommendations to improve the Data Notebook for next year?

14

No



PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM

---

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** December 10, 2024

**SUBJECT:** 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 January 14, 2025; discussion and possible action.

---

**Recommendation:**

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 January 14, 2025; discussion and possible action.

**Background and Discussion:**

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 January 14, 2025; discussion and possible action.

**Action:**

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 January 14, 2025; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Resolution No. 24-8935 (BOS) - Ratifying the Proclamation of a County Wide Local Emergency due to the Gold Complex Fire

RESOLUTION NO. 24- 8935

**A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL  
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN  
PLUMAS COUNTY**

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 22, 2024, the Director of Emergency Services proclaimed a local emergency due to the Gold Complex fire threatening communities in Plumas County; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**WHEREAS**, it has been found that local resources are unable to cope with the effects of said emergency;

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT FURTHER RESOLVED**, the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.

1. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.

2. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
3. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to proclaim a State of Emergency for the County of Plumas.
4. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

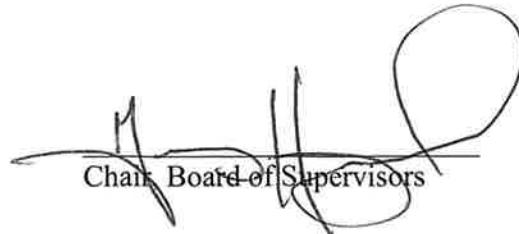
**BE IT FURTHER PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at a Special Meeting of the Board of Supervisors on July 25, 2024 by the following vote:

AYES: Supervisors: Ceresola, Goss, Engel, Hagwood

NOES:

ABSENT: Supervisor McGowan



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

Approved as to form:



Joshua Brantel, Attorney  
County Counsel's Office



PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM

---

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** December 10, 2024

**SUBJECT:** 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 January 14, 2025; discussion and possible action.

---

**Recommendation:**

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 January 14, 2025; discussion and possible action.

**Background and Discussion:**

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 January 14, 2025; discussion and possible action.

**Action:**

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 January 14, 2025; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. RE8B0D~1

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S  
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

**DECLARATION NO. 21-**

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) 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
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

**NOW, THEREFORE, IT IS DECLARED** 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; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

---

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** December 10, 2024

**SUBJECT:** Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

---

**Recommendation:**

Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

**Background and Discussion:**

Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action..

**Action:**

Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Waelder, Desmond
2. Parker, Dillon
3. Smith, Brandon

# BOARD OF SUPERVISORS

---

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
GREG HAGWOOD, CHAIRMAN, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



December 10, 2024

Desmond Waelder  
216 E. Sierra Avenue  
Portola, CA 96122

Re: Appointment to the Eastern Plumas Recreation District Board of Directors

Mr. Desmond Waelder,

On December 10, 2024, the Board of Supervisors appointed you to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Dwight Ceresola  
Vice-Chair, Board of Supervisors

# BOARD OF SUPERVISORS

---

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
GREG HAGWOOD, CHAIRMAN, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



December 10, 2024

Dillon Parker  
216 E. Sierra Avenue  
Portola, CA 96122

Re: Appointment to the Eastern Plumas Recreation District Board of Directors

Mr. Dillon Parker,

On December 10, 2024, the Board of Supervisors appointed you to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Dwight Ceresola  
Vice-Chair, Board of Supervisors

# BOARD OF SUPERVISORS

---

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
GREG HAGWOOD, CHAIRMAN, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



December 10, 2024

Brandon Smith  
P.O. Box 1866  
Graeagle, CA 96103

Re: Appointment to the Eastern Plumas Recreation District Board of Directors

Mr. Brandon Smith,

On December 10, 2024, the Board of Supervisors appointed you to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Dwight Ceresola  
Vice-Chair, Board of Supervisors