



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF MARCH 10, 2020 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) BEHAVIORAL HEALTH

- 1) Authorize Behavioral Health to recruit and fill vacant, funded and allocated 2.0 FTE Behavioral Health Therapist I/II/Senior positions (recruit and fill 1.0 FTE position; and begin recruitment to fill 1.0 FTE position) [View Item](#)
- 2) Approve and authorize the Chair to sign service agreement, not to exceed \$10,000, between the County of Plumas and a current employee of Plumas County Behavioral Health for the MHSA Workforce Education and Training *Behavioral Health Employee Loan Assumption Program*; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign agreement(s) as follows: [View Item](#)
 - a) Agreement, not to exceed \$100,000, between County of Plumas and Aurora Santa Rosa Hospital for inpatient facility for individuals experiencing a psychiatric crisis; approved as to form by County Counsel
 - b) Agreement, not to exceed \$900,000, between County of Plumas and Kings View Corporation to provide support and services for the Anasazi electronic health records systems computer program for a three-year term; approved as to form by County Counsel
 - c) Amended agreement, additional \$40,000, between County of Plumas and Restpadd-Redding for psychiatric health facility; approved as to form by County Counsel
 - d) Expiration extension date of August 31, 2020 to the FY 2019-2020 Amendment with National Commission on Corrections Health Care Resources, developing Medically Assisted Treatment (MAT) policies and procedures

B) PLANNING

Approve partial refund of \$100.50 to Dennis and Cynthia Taylor for withdrawal of application for lot line adjustment [View Item](#)

C) PUBLIC WORKS

- 1) Authorize the purchase of fixed assets (Polaris RZR 1000 XP (UTV), not to exceed \$25,389.93 (Trindel reimbursement \$23,884.68; Public Works \$1,505.25) [View Item](#)
- 2) Authorize Public Works to purchase fixed assets (three ten-wheel dump trucks), not to exceed \$305,726.85, and authorize the County Administrator and Public Works Director to issue purchase orders [View Item](#)

2. DEPARTMENTAL MATTERS

A) GRAND JURY – Howard Johnson

Appropriate \$6,579 from the General Fund Contingency (20980-528400) to Grand Jury Per Diem (2027052-520800) to cover costs for the remainder of FY 2019-2020; **four/fifths required roll call vote** [View Item](#)

B) PLANNING – Tracey Ferguson

Consider Memorandum of Understanding for Establishment of Goals and Participant Roles of the Recreational Technical Review Group (RTRG) for the Poe Hydroelectric Project (FERC 2107) Among United States Wildlife Service, California Department of Fish and Wildlife, American Whitewater, California Sportfishing Protection Alliance, Butte County, Plumas County, and Pacific Gas and Electric Company; discussion; approve and authorize Chair to sign on behalf of Plumas County; or provide other direction to staff; approved as to form by County Counsel [View Item](#)

C) PUBLIC WORKS – Robert Perreault

Approve and authorize the Chair to sign contract, not to exceed \$1,873,566.63, between County of Plumas and McCuen Construction, Inc. for the Spanish Ranch Road Bridge Replacement Project in Meadow Valley; subject to final approval by County Counsel [View Item](#)

D) HUMAN RESOURCES – Nancy Selvage

Adopt **RESOLUTION** to Amend the Plumas County Position Allocation and Job Classification Plan for Plumas County Museum (20780); and approve and authorize the Chair to sign Employment Agreement between County of Plumas and Scott Lawson, Museum Director. **Roll call vote** [View Item](#)

3. BOARD OF SUPERVISORS

- A. Approve and authorize the County Administrator to sign and send letter, accepting the lump sum of \$914,609 from the Stewardship Council, as a “tax neutrality payment”, as a result of PG&E transfer of lands in the Humbug Valley to the Maidu Summit Consortium; discussion and possible action [View Item](#)
- B. Approve and authorize the Chair to sign employment agreement between County of Plumas and Scott Lawson, Museum Director; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Human Resources Director
- B. Personnel: Public employee performance evaluation – County Administrator
- C. Conference with Legal Counsel: Claim Against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020 [View Item](#)
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- F. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- H. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 17, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson, Ph.D, Director

DATE: March 10, 2020

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director 

SUBJECT: Request for approval to recruit and fill fully funded vacant 2.0 Behavioral Health Therapist I/II/Senior positions.

Recommendation

1. Approve the filling of the vacant, allocated positions of 2.0 FTE Behavioral Health Therapist I/II/ Senior within Department 70570 and 70571, which was already allocated and funded in the 2019-2020 budget year.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 2.0 FTE Behavioral Health Therapist I/II/Senior positions which were created due to recent vacancies. The positions will be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

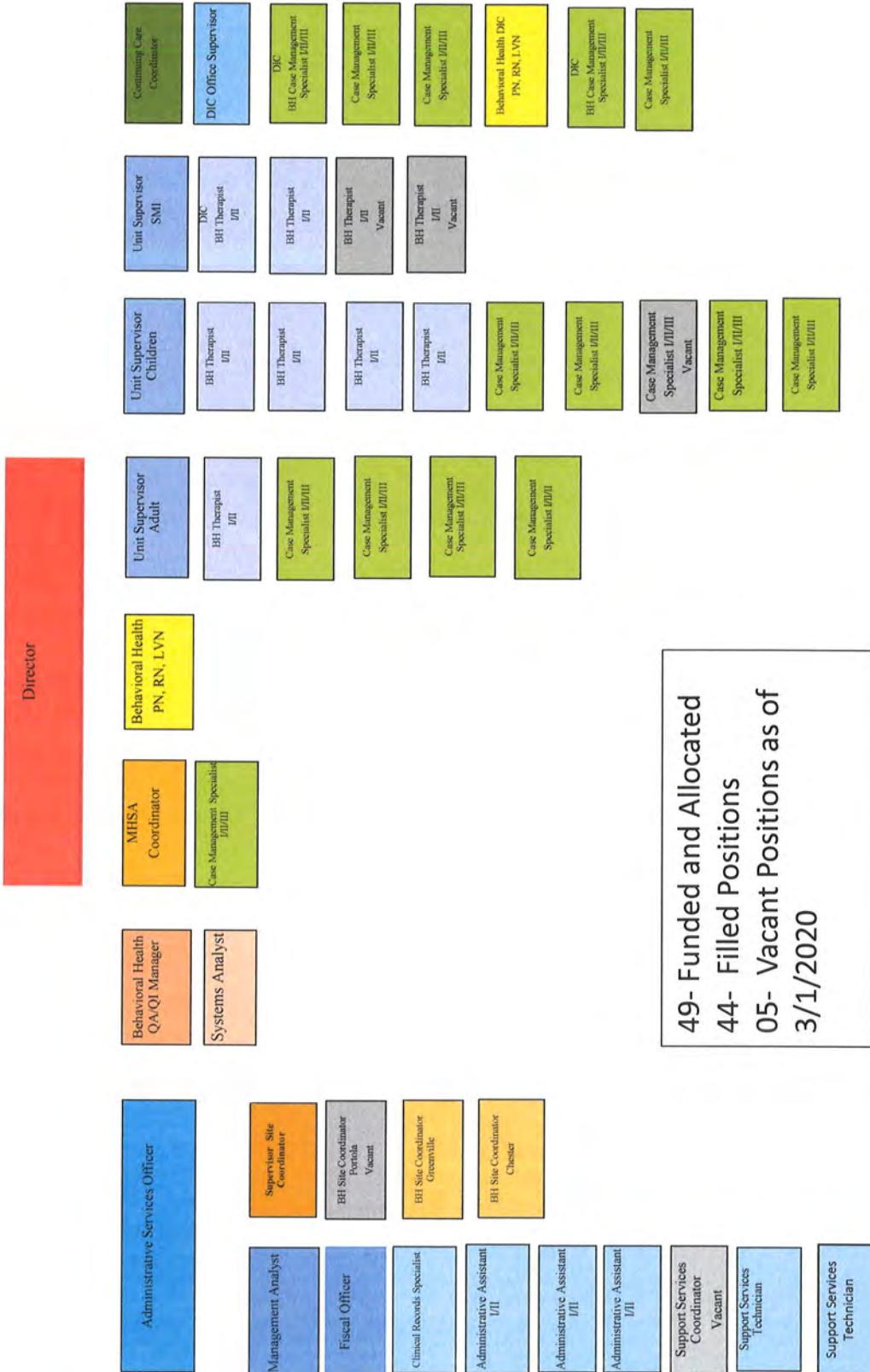
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Therapist I/ II/ Senior positions.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.**
- Why is it critical that this position be filled at this time?
This position needs to be filled to provide clients and citizens with a baseline level of clinical service.
- How long has the position been vacant? **The positions will be vacated on approximately March 14, 2020.**
- Can the department use other wages until the next budget cycle? **N/A**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**
- What core function will be impacted without filling the position prior to July 1?
There will be a further reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24-hour crisis services. New requests for services will be delayed.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services. A reduction of services to citizens will occur. A further decrease in staffing support will result in additional deterioration of staff moral and will risk additional staff turnover which will incur additional cost.**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **This position is funded by MediCal, Realignment, and MHSA sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **This position does not rely on general fund support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCBH has a reserve that would provide financial coverage if needed.**

Plumas County Behavioral Health Department
September 2019



PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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

Tony Hobson, Ph.D., Director



Date: March 2, 2020

To: Honorable Board of Supervisors

From: Tony Hobson, Director

Re: Consent Agenda Item for March 10, 2020

Item Description: Requesting the Board of Supervisors approve and authorize the Chair to sign a Service Agreement not to exceed \$10,000, between the County and a current employee of Plumas County Behavioral Health for the MHSA Workforce Education and Training *Behavioral Health Employee Loan Assumption Program*.

Recommendation: It is respectfully requested that the Board of Supervisors authorize and approve the Chair to sign a Service Agreement not to exceed \$10,000, between the County and a current employee of Plumas County Behavioral Health, as part of the Department's Mental Health Services Act (MHSA) *Behavioral Health Employee Loan Assumption Program*, a Workforce Education and Training program (WET – 70579) described in the current, approved MHSA Program and Expenditure Plan, 2017-20.

Background: Plumas County has identified a need for greater local incentives in efforts to "grow our own" licensed behavioral health staff for hard-to-fill and -to-retain clinical and other staff positions. To broaden availability of the current statewide Mental Health Loan Assumption Program, the Behavioral Health Department is offering a local incentive program to current eligible employees of the Department who have completed a degree toward licensure in hard-to-fill positions within the Department. Such positions may include, but are not limited to, degrees such as a Master in Social Work (MSW), that lead to continued employment of licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as psychiatric nurse practitioners and professional administrators – who choose to work for a local public mental health plan.

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

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

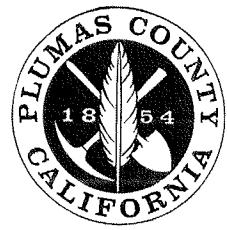
No General Fund monies will be used for this program. The Service Agreement has been approved to form by County Counsel.

Thank you.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives. Authority for a county-level loan mental health assumption program is provided under CA State statute (Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, §3850(a)).

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

Employee: Juanita LaMattina

Title/Position: Behavioral Health Therapist I/MSW Intern

Conditions of Employment:

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

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

On file
(Financial Institution Name)

On file
(Financial Institution Mailing Address)

On file
(Employee's Educational Loan Account Number)

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

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



Conditions of Financial Incentive Benefit:

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

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

Repayment of the educational loan shall cover the employee service period from September 1, 2018 to August 31, 2019. Amount of educational loan assumption to be made for this Service Agreement period shall not exceed Ten Thousand Dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period described in this Service Agreement, I:

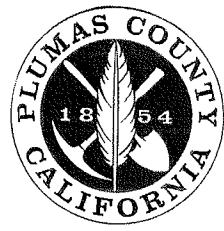
- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements;
- Am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my Service Agreement period; or
- Violate any of the conditions of this agreement.

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

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



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

Juanita LaMattina
Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.
Behavioral Health Director

Date

Kevin Goss, Chair
Board of Supervisors

Date

ATTEST:

Nancy DaForno, Board Clerk

APPROVED AS TO FORM:

R. Craig Settlemire

County Counsel



Date

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: March 10, 2020

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign FY 2019/20 \$100,000.00 Agreement with Aurora Santa Rosa Hospital.
2. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign a 3-year \$900,000.00 Agreement with Kings View Corporation.
3. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign additional \$40,000.00 Amendment to original FY 2019/20 Agreement with Restpadd-Redding.
4. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an expiration extension date of August 31, 2020 to the FY 2019/20 Amendment with National Commission on Correctional Health Care Resources.

BACKGROUND AND DISCUSSION:

1. Aurora Santa Rosa Hospital is a Medi-Cal reimbursable psychiatric inpatient facility for individuals with experiencing a psychiatric crisis requiring temporary care. This Agreement has been approved to form by County Counsel.
2. Kings View Corporation for a three-year term will continue to provide support and services for the Anasazi electronic health record systems computer program. Kings View also provides monthly Medi-Cal billing, Health Information Analytics, Dashboards, State reporting of California Outcomes and Measurement Systems, Client and Service Information, Child and Adolescent Needs and Strengths (CANS), Cost reporting services and Revenue & Expenditure reports. Kings View provides HIPAA compliant programs already installed into computer / network equipment for purchase.

3. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis that require rehabilitation services in a non-hospital setting. Due to the demand for services, Behavioral Health is requesting Board approve and additional \$40,000.00 increase. The current contract is on file with the Clerk of Board of Supervisors Office. This agreement has been approved to form by County Counsel.

4. National Commission on Correctional Health Care Resources is developing Medically Assisted Treatment (MAT) policies and procedures to assist the county in implementing medication assisted treatment in the county jail. NCCHC will perform a review of Plumas County's community opiate treatment and related services and help the county determine how these services may be interrelated, connected, and complimentary; the ultimate goal is to enable the county to provide high continuity of care and reduced recidivism. To achieve the goal of this contract more time is required to satisfy the on-site-trainings. We are respectfully requesting the Board extend the expiration of current contract, which is on file with the Clerk of the Board of Supervisors.

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



1B

BOARD OF SUPERVISORS STAFF REPORT

DATE: February 25, 2020

TO: Honorable Board of Supervisors

FROM: Rebecca Herrin, Assistant Planning Director *VH*

MEETING DATE: March 10, 2019

SUBJECT: Consent item: Refund a portion of the fee (\$100.50) for a Lot Line Adjustment due to withdrawal of application

APPLICANTS: Dennis Taylor and Cynthia J. Taylor;
Jeffrey R. Goodson and Jody M. Goodson

BACKGROUND: The Taylors and the Goodsons submitted an application for a Lot Line Adjustment on February 21, 2019. Staff spent a considerable amount of time processing the application but due to various reasons, were unable to finalize the recording of the approval document. The Taylors withdrew the application and requested a refund on February 18, 2020 (see attached email).

The total application fee was \$1,244.00. The total amount includes fees collected for Planning, Engineering and Environmental Health's costs for processing the application. The time that would have been expended in preparing the final approval document would have been approximately 0.5 hrs or 30 minutes. Planner's hourly rate is \$101.00, according to the Master Fee schedule. In addition, there is a fee of \$50.00 payable to the Clerk for filing the Notice of Exemption as per CEQA. Therefore, should the Board approve the partial refund, the Taylors would be entitled to a refund in the amount of \$100.50.

RECOMMENDED ACTION: Staff recommends approval of a partial refund in the amount of \$100.50.

Herrin, Becky

From: Dennis Taylor <dennyt1@frontiernet.net>
Sent: Tuesday, February 18, 2020 7:54 PM
To: Herrin, Becky; Hasse, Evan
Subject: Refund Request for used fees

To Whom It May Concern:

Please refund any unused portion of the lot line adjustment application fees we paid. We have withdrawn our application as per the previous email.

Thank you for your attention to this matter.

Sincerely,
Dennis and Cynthia Taylor
PO Box 723
Greenville, CA 95947
(530) 521-0734

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



CONSENT AGENDA REQUEST

For the March 10, 2020 meeting of the Plumas County Board of Supervisors

March 2, 2020

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Approval to Purchase a Polaris RZR 1000 XP (UTV)

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

Background:

Two (2) employees within the Department of Public Works (PW) are certified by the Recreational Off-Highway Vehicle Association (ROHVA) as "trainers" to conduct the "Basic Drivercourse" for side-by-side vehicle use.

OHV Training is necessary for Sheriff's Office (SO) employees as required by OSHA requirements. The SO requested Public Works staff to conduct the training. Public Works agreed.

The training was conducted on Saturday July 13 and Sunday July 14 2019. About ten SO employees were trained. There were 4 OHV vehicles present at the training: 2 owned by the SO and 2 owned by PW.

During training, the auxiliary fuel tank on one of the Public Works-owned OHV vehicles, became unsecured, spilling fuel onto the engine, which resulted in a vehicle fire. The fire was extinguished with no injuries resulting. However, damage to the vehicle was determined by the insurance adjuster to be a total loss. Accordingly, insurance has approved the replacement of the vehicle, with the damaged vehicle to be retained by the Department for future parts, as may be needed.

Consent Agenda Request
Approval to Purchase a Polaris OHV
March 2, 2020
Page 2

Fiscal Impact:

The entire replacement cost of \$25,389.93 will be paid out of the Equipment Acquisition Line Item from the approved Public Works FY 19/20 budget. \$23,884.68 will be reimbursed by the Trindel. The net impact to the Public Works budget for this incident will be \$1,505.25.

Replacement	\$ 25,389.93	Total Cost
Total Reimbursement from Trindel	\$ (23,884.68)	Trindel Cost
Deductible & Salvage Costs	\$ 1505.25	Public Works Cost

Policy Compliance:

This recommendation complies with the Plumas County Purchasing Policy.

The purchase price (\$25,389.93) is through a contract (#090512-PSI) with the National Joint Powers Alliance of which the Department of Public Works is a member (#47164). The Polaris RZR 1000 XP will be supplied by DuPont Power Tools, a local supplier.

Recommendation:

The Director of Public Works respectfully recommends that the County Administrator and the Director of Public Works be authorized to execute a Purchase Order to Dupont Power Tools in the amount of \$25,389.93 for the purchase of a new Polaris RZR 1000 XP.



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

CONSENT AGENDA REQUEST

For the March 10, 2020 meeting of the Plumas County Board of Supervisors

March 2, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Authorization from the Board to enable the Department of Public Works to purchase three (3) replacement ten- wheel dump trucks, and, authorize the Director of Public Works and the County Administrator to issue Plumas County Purchase Order(s) in a total amount not to exceed \$305,726.85.

Background:

This Agenda Request pertains to the need by the Department of Public Works to purchase three replacement 2016 Mack 10-wheel dump trucks.

The Department of Public Works manages a large fleet of "non-C.A.R.B. compliant" equipment due to the age of the fleet. To meet C.A.R.B. compliance and in order to continue to maintain county roads, older equipment needs to be replaced with newer C.A.R.B. compliant models.

Due to the proposal of purchasing late model, C.A.R.B. compliant used equipment, Public Works is requesting to review proposals as they are received. It is nearly impossible to request a vendor to "hold" used equipment until a specific future date.

Public Works has informally notified appropriate sales firms that this Department is seeking proposals of three (3) replacement 10-wheel dump trucks. To date, only one (1) proposal has been received. Public Works has determined that this proposal is acceptable and meets the general specifications criteria.

The cost of a new, replacement dump truck is estimated to be \$101,908.95 each. The total for all 3 units is \$305,726.85. These funds were included in the FY19-20 Budget that was adopted by the Board of Supervisors on September 17, 2019.

Agenda Request – Authorization to Purchase Three 10-wheel Dump Trucks
March 2, 2020
Page 2

Attached is a copy of a proposal, received from TEC Equipment, Inc. of Sparks, NV. Also, attached is a “representative photo” of a 10-wheel dump truck.

Public Works staff has coordinated with the Auditor’s Office and a Budget Transfer Form will not be required at this time.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize Public Works to purchase 3 replacement 2016 Mack ten-wheel dump trucks, using the FY2019-20 budget funds, not to exceed \$305,726.85, and to authorize the County Administrator and the Director of Public Works to execute Plumas County Purchase Order(s) in a total amount not to exceed \$305,726.85.

Attachment: Proposal from TEC Equipment, Inc.



Chet Johnson

Cell (775) 870-6148

ctjohnson@tecequipment.com



(Representative Photo)

2016 Mack CXU613 415HP MP8 1,760lb-ft of Toque, Jake
10 Speed FRO-16210B
12,000lb Front, 40,000 Rears Air Ride Suspension
295/75R22.5
285,000- 335,000 mi

NEW

Western 15' Semi Elliptical Rock Box 1/4" Hardox 450, High Lift Gate (dual action, Swing and High Lift)

Price \$95,000.00

Chet Johnson
(775) 870-6148

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

34

TRANSFER NUMBER
(Auditor's Use Only)

Dept. No: 2027052

Date

3/10/2020

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

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.

03/02/2020 08:42
2098ndaforo|Plumas County
|YEAR-TO-DATE BUDGET REPORT|P
|glytdbud

FOR 2020 13

ACCOUNTS FOR: 0001 GENERAL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>2027052 GRANDJURY SERVICES&SUPPLIES</u>							
2027052 528210 POSTAGE/SHIP. MA	50	0	50	.00	.00	50.00	.0%
2027052 528230 COPY CHARGES	100	0	100	.00	.00	100.00	.0%
2027052 528240 GRAND JURY	17,465	0	17,465	15,940.61	.00	1,524.39	91.3%
2027052 528250 OFFICE EXPENSE	100	0	100	56.00	.00	44.00	56.0%
2027052 528270 PUBLICATIONS-LEG	2,500	0	2,500	.00	.00	2,500.00	.0%
2027052 528300 TRAVEL - OUT-OF-C	4,302	0	4,302	3,880.31	.00	421.69	90.2%
TOTAL GRANDJURY SERVICES&SUPPLIES	24,517	0	24,517	19,876.92	.00	4,640.08	81.1%
TOTAL GENERAL	24,517	0	24,517	19,876.92	.00	4,640.08	81.1%
TOTAL EXPENSES	24,517	0	24,517	19,876.92	.00	4,640.08	

03/02/2020 08:42
2098ndaforo|Plumas County
|YEAR-TO-DATE BUDGET REPORT|P
|glytdbud

FOR 2020 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	24,517	0	24,517	19,876.92	.00	4,640.08	81.1%

** END OF REPORT - Generated by Nancy Daforo **



JB

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

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

MEETING DATE: March 10, 2020

SUBJECT: Memorandum of Understanding for Poe Interagency Recreation River Flow Management Plan (PIRRFMP)

RECOMMENDATION:

Approve and authorize the Chair to execute Memorandum of Understanding (MOU) for the Poe Hydroelectric Project (Federal Energy Regulatory Commission Project No. 2107) Poe Interagency Recreation River Flow Management Plan (PIRRFMP).

BACKGROUND AND DISCUSSION:

The purpose of this MOU is to formalize an understanding between Pacific Gas and Electric Company (PG&E), the United States Department of Agriculture Forest Service (USDA Forest Service), Butte County, and Plumas County (collectively, the "MOU Parties") regarding the production of a Poe Interagency Recreation River Flow Management Plan ("PIRRFMP") related to PG&E's Poe Hydroelectric Project, Federal Energy Regulatory Commission ("FERC") Project No. 2107.

The PIRRFMP addresses management and integration of recreation opportunities provided by the Poe Recreation River Flow release with other river recreation opportunities in the watershed, and documents agency roles, responsibilities, and intentions related to river recreation management.

The Plumas County Planning Department was involved, along with representatives from the other signatory parties, in the development of the MOU (Attachment 1) and the MOU has been approved as to form by Plumas County Counsel. To-date, all other signatory parties have either indicated their intent to sign or have executed the MOU. Paul Gosselin, Butte County Water and Resource Conservation Director, anticipates bringing the MOU before the Butte County Board of Supervisors for approval and authorization on March 24, 2020. Once Butte County and Plumas County sign the MOU, PG&E will forward the signed MOU to the USDA Forest Service for their signature.

The fully executed MOU is due to the Federal Energy Regulatory Commission (FERC) on or before March 31, 2020.

MEMORANDUM OF UNDERSTANDING
TO PRODUCE A POE INTERAGENCY RECREATION RIVER FLOW MANAGEMENT PLAN
FOR THE
POE HYDROELECTRIC PROJECT (FERC 2107)
AMONG
UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
BUTTE COUNTY
PLUMAS COUNTY
AND
PACIFIC GAS AND ELECTRIC COMPANY

The purpose of this memorandum of understanding (“MOU”) is to formalize an understanding between Pacific Gas and Electric Company (“PG&E”), the United States Department of Agriculture Forest Service (“USDA Forest Service”), Butte County, and Plumas County (collectively, the “MOU Parties”) regarding the production of a Poe Interagency Recreation River Flow Management Plan (“PIRRFMP”) related to PG&E’s Poe Hydroelectric Project, Federal Energy Regulatory Commission (“FERC”) Project No. 2107. This MOU was developed in accordance with the section of Condition No. 26 (Recreation) (“Condition No. 26”) of Appendix B (USDA Forest Service Final Section 4(e) Conditions) to the *Order Issuing New License*, issued December 17, 2018 (the “FERC Order”) labeled “Poe Interagency Recreation River Flow Management Plan.”

WHEREAS pursuant to Condition No. 26 of Appendix B to the FERC Order, prior to the start of the first full recreation season, PG&E was required to coordinate with the USDA Forest Service, Butte County, and Plumas County to develop this MOU to produce a PIRRMP; and

WHEREAS neither this MOU nor the PIRRMP are intended to be financially binding but instead document agency roles, responsibilities, and intentions related to river recreation management.

NOW THEREFORE, the undersigned agree as follows:

I. AGREEMENT TO PRODUCE THE PIRRMP.

A. PG&E shall produce, in consultation with the MOU Parties, a PIRRMP in accordance with the requirements set forth in Condition No. 26 of Appendix B to the FERC Order.

B. The MOU Parties agree that they will attempt to resolve all disputes regarding the terms or performance of this MOU through non-binding mediation conducted by a mediator who is mutually acceptable to the MOU Parties or appointed by a court. The MOU Part(y)(ies) desiring mediation must provide the other MOU Part(y)(ies) with thirty (30) days written notice that the requesting MOU Part(y)(ies) wish(es) mediation to begin. The MOU Parties shall equally share the costs of the mediation. The mediation will be conducted in a place designated by the mediator.

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

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

IV. ASSIGNMENT OF THIS MOU.

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

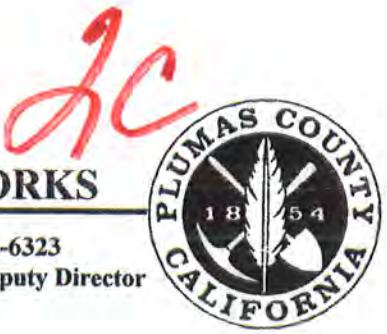
V. EFFECTIVE AND TERMINATION DATE.

This MOU becomes effective on the first day of the month after it is executed by all MOU Parties. This MOU and the PIRRFMP are not financially binding. This MOU will automatically terminate upon PG&E's acceptance of a new FERC license for the Project, at the end of the current license term (ending in December 1, 2068), and any subsequent annual licenses associated with this license term. If the current Project licensee requests surrender of the Project license, all terms of this MOU shall remain in effect until FERC has issued a final order approving license surrender and all appeals of that final surrender order have been exhausted, unless otherwise ordered by FERC or upon mutual written agreement among the MOU parties. Additionally, the MOU may be terminated, or extended, upon mutual written agreement among the MOU Parties. The MOU Parties will provide thirty (30) days written notice when they intend to terminate. All confidential materials in PG&E's possession will retain their confidential status during the term of the new license and then will be destroyed, or, if requested, the confidential materials will be returned to the other MOU Parties.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1854 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

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



AGENDA REQUEST

for the March 10, 2020 meeting of the Plumas County Board of Supervisors

Date: March 2, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Request approval to award construction contract to the lowest responsive bidder, McCuen Construction Inc., in the amount of \$1,873,566.63 per Public Contract Code for the Spanish Ranch Road Bridge Replacement project.**

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

BACKGROUND:

Sealed bids were opened at 2:00 p.m. on February 14th, 2020. The bid results are attached. Eight bids were received. The bids ranged from 17% under to 50% over the engineer's estimate.

McCuen Construction, Inc. (low bidder): \$1,873,566.63

Engineer's Estimate: \$2,262,555.80

McCuen Construction Inc. is an established firm from Loomis with extensive work for both Caltrans and local Agencies on transportation improvement projects and public buildings for over 10 years in northern California and in the Tahoe Basin. The contractor has listed 10.69% participation by certified federal Disadvantaged Business Enterprise (DBE) subcontractors in the bid that exceeds the project's DBE Goal of 9%.

The project work is part of the Department's construction budget for FY 19/20 and FY 20/21 under Work Order #464. WO #464 is 100.00% reimbursable from the Highway Bridge Program (HBP). The work consists of:

- 1) constructing a parallel detour road and creek crossing utilizing culverts
- 2) demolition and removal of the existing Spanish Ranch Road Bridge
- 3) construction of a new two-lane bridge across Spanish Creek on the current road alignment.

The work will commence in April of this year with goal of completion of the project by November, 2020. A complete copy of the proposed contract, including all exhibits, is available for public viewing upon request during normal office hours at the headquarters office of the Department of Public Works. County Counsel has previously reviewed and approved as to form the draft contract as provided in the bid documents.

Award Construction Contract for Spanish Ranch Road Bridge Replacement
March 2, 2020
Page 2

Attached is a compilation sheet of the Engineer's Estimate and the bids received from eight (8) bidders.

RECOMMENDATIONS:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a construction contract with McCuen Construction, Inc. in the base amount of One Million Eight Hundred Seventy-Three Thousand Five Hundred Sixty Six Dollars and Sixty Three Cents (\$1,873,566.63) for the Spanish Ranch Road Bridge Replacement Project in Meadow Valley, Plumas County, all subject to County Counsel final review of the construction contract and Approval as to Form.

Attachment: Bid Results Sheet

JD

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: February 4, 2020

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MARCH 10, 2020.

RE: ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION AND JOB CLASSIFICATION PLAN FOR PLUMAS COUNTY MUSEUM #20780

IT IS RECOMMENDED THAT THE BOARD:

The Museum Director has requested the Board of Supervisors consider a pay increase and an updated job description. The base wage requested for the Museum Director is to increase the wage from \$20.18 to \$21.59.

BACKGROUND AND DISCUSSION:

The need to update the Museum Director's job description was reviewed with the Human Resources Director. Discussion included the job duties that have evolved with the changing functions of the Museum Director over the past few years.

We are asking the Board of Supervisors to approve the following:

1. Increase Museum Director Job classification to an hourly base rate of pay from \$20.18 to \$21.59.
2. Approved updated Museum Director job description, from classified to an At- Will position.
3. New Employment Agreement for incumbent Museum Director, Scott Lawson.

Attachment Exhibits:

- A. Employment Agreement – Scott Lawson
- B. Current and revised job description for Museum Director
- C. Attached is the five (5) year cost projection for the proposed change in salary based new hourly rate of pay.

Thank you for your consideration with this matter.

RESOLUTION NO. 2020- _____

**ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION
ALLOCATION AND JOB CLASSIFICATION PLAN FOR PLUMAS COUNTY
MUSEUM #20780**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, the updated and revised Museum Director allocated position is necessary in the daily operational needs of the Museum; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2019-2020 Job Classification and Position Allocation for fund #20780; and

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

Approve the attached updated job classification for the position of Plumas County Museum Director with a base hourly rate \$21.59 and reassigning the same to an At-Will contract department head position.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 10th day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

MUSEUM DIRECTOR**DEFINITION**

Under direction, to research, design, develop, and implement exhibits and cultural and educational programs at the County Museum; to serve as liaison with various local, state and federal historical organizations, community groups, and other agencies or individuals; to supervise staff; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrator; manage the Plumas County Law Library, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single-position management class responsible for the Plumas County Museum exhibits, programs, building and grounds maintenance, security, policies, procedures, develop department budget and expenditures, and a knowledge of museum procedures and principles. Work closely with the Plumas County Museum Board of Trustees.

REPORTS TO

Board of Supervisors, through the County Administrator

CLASSIFICATIONS DIRECTLY SUPERVISED

Museum Assistant and other paid and volunteer staff

MUSEUM DIRECTOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the functions and activities of the Plumas County Museum.
- Develops and recommends Museum goals, objectives and policies.
- Prepares and administers the Museum budgets and present to the annual budget committee and approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Museum staff in accordance with County Personnel Rules.
- Acquires, identifies, preserves, and presents historical collections.
- Researches and interprets artifacts, photos, archival collections, etc.
- Constructs and installs permanent and temporary exhibits.
- Addresses civic organizations.
- Prepares copy, text, and informational statements for use in programs, exhibits, and publicity information.
- Trains personnel in providing historical and background information to the visitors.
- Prepares financial statements and a variety of standard and special reports.
- Locates resources and materials needed for programs and exhibits.
- Answers questions from the public about the exhibits, Plumas County, and tourism resources.
- Provides guided tours of special attractions.
- Works with donors on receiving and organizing donated items.
- Prepares museum correspondence and news releases.
- Researches background information and interviews persons for special events.
- Makes presentations to various community groups related to the Museum and the exhibits.
- Develops and implements plans for displays and/or maintenance of the museum.
- Maintains a computerized collection inventory system.
- Organizes and maintains the museums catalogs collection.
- Conduct historical research and make recommendations on subject matter.
- Oversees the Docent Program and volunteer staff.
- Prepares education aids adapted to the needs and interest of various groups concerned with the museum's programs.
- Has responsibility for the security, housekeeping, and general maintenance of the Museum and grounds.
- Administer and oversee museum IT system.
- The main contact as liaison for state, federal, and private agencies and entities to field historical and cultural inquiries.
- Work with Archeologists, foresters, transportation, communications, and similar fields.
- Organize events and coordinate events, solicit monetary donations and memberships.
- Oversee and manage the outlining buildings overseeing, i.e. Beckwourth Cabin, Taylorsville School, Peppard Cabin and Pioneer School located at the Fairgrounds, and Lawry House.
- Oversee and manage the Plumas County Law Library.
- Works closely with the Museum Board of Trustees, Board of Directors, and Board of Supervisors.

MUSEUM DIRECTOR - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, fax machine, and use of power tools, and hand tools.

TYPICAL WORKING CONDITIONS

Work is performed in an office; outside; throughout the museum complex and outlying County owned buildings / facilities, and continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- California and County History.
- Exhibit development techniques.
- Principles and practices of historical research, archaeology, restoration, and preservation of artifacts.
- Public and community relations.
- Maintenance of filing, information retrieval systems, and organization of data bases.
- Budgeting techniques.
- Supervisory and training techniques.
- Objectives, organization and administration of a museum.
- Proper procedures for moving heavy objects to ensure safety procedures are followed.

Ability to:

- Plan and conduct a program of museum development.
- Provide training and work coordination for other staff.
- Research and interpret artifacts and design permanent and temporary exhibits.
- Plan and schedule tours for civic organizations, educational institutions and individual public interests.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Make oral presentations to civic organizations, and other public entities.
- Develop effective multi-media and audio-visual programs.
- Develop and install display exhibits.
- Effectively represent the museum in contacts with the public, community organizations and other agencies.
- Establish and maintain cooperative working relationships.

MUSEUM DIRECTOR - 4

Training and Experience:

Qualifications needed for this position:

Two (2) years of administrative experience working with museum programs including experience in the design and presentation of exhibits. California Department of Forestry and Fire Protection Certification for Archaeological Training Certificate and Northeast Clearing House Certification preferred,

OR

Completion of coursework equivalent to a Bachelor's degree in American History, Archeology, Museum Management, or a closely related field. California Department of Forestry and Fire Protection Certification for Archaeological Training and Northeast Clearing House Certification preferred.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California 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.

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and SCOTT LAWSON, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Plumas County Museum Director.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Museum Director, and other duties as outlined in the Exhibit A, Scope of Work. An outline of the additional duties is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrator (CA), or in the absence of the CA, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Museum Director, effective March 10, 2020, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrator (CA).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the Severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning March 10, 2020, CONTRACT EMPLOYEE shall be paid at the annual salary rate of fifty four thousand five hundred seventy nine and 20/100 Dollars (\$54,579.20) per year (or \$4,548.2667 per month the equivalent of step 5). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Department of Museum. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to

change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the County Administrator (CA). If the office of CA is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on March 10, 2020 (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

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

By _____
Kevin Goss, Chair
Plumas County Board of Supervisors

Dated: _____

CONTRACT EMPLOYEE:

SCOTT LAWSON
“Contract Employee”

Dated: _____

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

Dated: _____

Exhibit A

Scope of Work

PLUMAS COUNTY

REVISED: 02/2020

MUSEUM DIRECTOR

DEFINITION

Under direction, to research, design, develop, and implement exhibits and cultural and educational programs at the County Museum; to serve as liaison with various local, state and federal historical organizations, community groups, and other agencies or individuals; to supervise staff; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrator; manage the Plumas County Law Library, and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single-position management class responsible for the Plumas County Museum exhibits, programs, building and grounds maintenance, security, policies, procedures, develop department budget and expenditures, and a knowledge of museum procedures and principles. Work closely with the Plumas County Museum Board of Trustees.

REPORTS TO

Board of Supervisors, through the County Administrator

CLASSIFICATIONS DIRECTLY SUPERVISED

Museum Assistant and other paid and volunteer staff

MUSEUM DIRECTOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the functions and activities of the Plumas County Museum.
- Develops and recommends Museum goals, objectives and policies.
- Prepares and administers the Museum budgets and present to the annual budget committee and approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Museum staff in accordance with County Personnel Rules.
- Acquires, identifies, preserves, and presents historical collections.
- Researches and interprets artifacts, photos, archival collections, etc.
- Constructs and installs permanent and temporary exhibits.
- Addresses civic organizations.
- Prepares copy, text, and informational statements for use in programs, exhibits, and publicity information.
- Trains personnel in providing historical and background information to the visitors.
- Prepares financial statements and a variety of standard and special reports.
- Locates resources and materials needed for programs and exhibits.
- Answers questions from the public about the exhibits, Plumas County, and tourism resources.
- Provides guided tours of special attractions.
- Works with donors on receiving and organizing donated items.
- Prepares museum correspondence and news releases.
- Researches background information and interviews persons for special events.
- Makes presentations to various community groups related to the Museum and the exhibits.
- Develops and implements plans for displays and/or maintenance of the museum.
- Maintains a computerized collection inventory system.
- Organizes and maintains the museums catalogs collection.
- Conduct historical research and make recommendations on subject matter.
- Oversees the Docent Program and volunteer staff.
- Prepares education aids adapted to the needs and interest of various groups concerned with the museum's programs.
- Has responsibility for the security, housekeeping, and general maintenance of the Museum and grounds.
- Administer and oversee museum IT system.
- The main contact as liaison for state, federal, and private agencies and entities to field historical and cultural inquiries.
- Work with Archeologists, foresters, transportation, communications, and similar fields.
- Organize events and coordinate events, solicit monetary donations and memberships.
- Oversee and manage the outlining buildings overseeing, i.e. Beckwourth Cabin, Taylorsville School, Peppard Cabin and Pioneer School located at the Fairgrounds, and Lawry House.
- Oversee and manage the Plumas County Law Library.
- Works closely with the Museum Board of Trustees, Board of Directors, and Board of Supervisors.

MUSEUM DIRECTOR - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, fax machine, and use of power tools, and hand tools.

TYPICAL WORKING CONDITIONS

Work is performed in an office; outside; throughout the museum complex and outlying County owned buildings / facilities, and continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- California and County History.
- Exhibit development techniques.
- Principles and practices of historical research, archaeology, restoration, and preservation of artifacts.
- Public and community relations.
- Maintenance of filing, information retrieval systems, and organization of data bases.
- Budgeting techniques.
- Supervisory and training techniques.
- Objectives, organization and administration of a museum.
- Proper procedures for moving heavy objects to ensure safety procedures are followed.

Ability to:

- Plan and conduct a program of museum development.
- Provide training and work coordination for other staff.
- Research and interpret artifacts and design permanent and temporary exhibits.
- Plan and schedule tours for civic organizations, educational institutions and individual public interests.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Make oral presentations to civic organizations, and other public entities.
- Develop effective multi-media and audio-visual programs.
- Develop and install display exhibits.
- Effectively represent the museum in contacts with the public, community organizations and other agencies.
- Establish and maintain cooperative working relationships.

MUSEUM DIRECTOR - 4

Training and Experience:

Qualifications needed for this position:

Two (2) years of administrative experience working with museum programs including experience in the design and presentation of exhibits. California Department of Forestry and Fire Protection Certification for Archaeological Training Certificate and Northeast Clearing House Certification preferred.

OR

Completion of coursework equivalent to a Bachelor's degree in American History, Archeology, Museum Management, or a closely related field. California Department of Forestry and Fire Protection Certification for Archaeological Training and Northeast Clearing House Certification preferred.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California 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.

MISC PERS

Museum Director
Current Range - \$20,118

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/25
Current Range Annual	\$ 65,208.00				
Retirement	\$ 15,975.96	\$ 17,214.91	\$ 18,258.24	\$ 18,453.86	\$ 18,845.11
FICA / Medicare	\$ 4,988.41	\$ 4,988.41	\$ 4,988.41	\$ 4,988.41	\$ 4,988.41
Total	\$ 86,172.37	\$ 87,411.32	\$ 88,454.65	\$ 88,650.28	\$ 89,041.52
Proposed Annual Increase \$21.59	\$ 69,680.00				
Retirement	\$ 17,071.60	\$ 18,395.52	\$ 19,510.40	\$ 19,719.44	\$ 20,137.52
FICA/Medicare	\$ 5,330.52	\$ 5,330.52	\$ 5,330.52	\$ 5,330.52	\$ 5,330.52
Total	\$ 92,082.12	\$ 93,406.04	\$ 94,520.92	\$ 94,729.96	\$ 95,148.04
Five Year Differential	Difference	\$ (5,909.75)	\$ (5,994.72)	\$ (6,066.27)	\$ (6,079.58)
Five year increase to Personnel Budget	\$ (30,156.93)				
Total as a % of payroll	24.5	26.4	28%	28.30%	28.90%
UIA Payment	\$ 2,992,630.00	\$ 3,339,000.00	\$ 3,752,000.00	\$ 3,924,000.00	\$ 4,151,000.00
normal cost %	9.12%	9.70%	9.70%	9.70%	9.70%

COUNTY ADMINISTRATOR

Gabriel Hydrick



March 10, 2020

To: All Property Taxing Entities

Re: Pacific Forest & Watershed Lands Stewardship Council's Proposed "Tax Neutrality" Payment to Replace Property Tax Revenue Lost as Result of the Transfer of Former Pacific Gas and Electric Company (PG&E) Lands in the Humbug Valley to the Property Tax Exempt Maidu Summit Consortium.

Honorable Members of the Above-Referenced Governing Boards:

This letter is being sent to you because your agency receives a share of *ad valorem* property taxes generated by certain lands¹ located in the Humbug Valley area of Plumas County that were formerly owned by PG&E and were recently transferred to the Maidu Summit Consortium on September 19, 2019. Because of certain recorded conservation easement restrictions placed on that transfer, and because the Maidu Summit Consortium is exempt from the payment of property taxes, such lands will no longer generate property tax revenue for your agency.

The subject lands were transferred pursuant to the requirements of the 2002 and 2003 Settlement Agreement² and Stipulation³ arising out previous PG&E bankruptcy reorganization proceedings. The Pacific Forest & Watershed Lands Stewardship Council was created pursuant to the Settlement Agreement and Stipulation to develop and implement a "Land Conservation Plan" for certain PG&E owned watershed lands. Recognizing that the transfer of such lands to property tax exempt recipients together with conservation easements would remove the lands from the property tax rolls, the Settlement Agreement and Stipulation provided that the disposition of the land will be "tax neutral" by providing an equivalent revenue source, or a lump sum payment. (See Stipulation, at page 8.)

Since early 2012, Plumas County has been in intermittent discussions with the Stewardship Council regarding the amount of a proposed lump-sum payment to Plumas County intended to make the transfer of lands in the Humbug Valley area "tax neutral." Attached is a copy of a letter from Plumas County Assessor Charles Leonhardt to the Stewardship Council dated March 20, 2012, questioning the

¹ Plumas County Assessor's parcel numbers: 001-220-041-000, 001-390-003-000, 002-030-030-000, 002-050-019-000, 002-050-020-000, 002-060-018-000, 002-060-019-000, 108-010-007-000

² Opinion Modifying Proposed Settlement Agreement found here:
<http://www.stewardshipcouncil.org/documents/background%20documents/Settlement%20Agreement.pdf>

³ Stipulation found here:
<http://www.stewardshipcouncil.org/documents/background%20documents/Stipulation%20Signed.pdf>

Stewardship Council's proposed Property Tax Neutrality Methodology⁴ and pointing out the need for outreach to the other special districts sharing in property tax revenue. The Stewardship Council declined to consider or make any changes in its methodology in response to the County's comments. And, as you are likely aware, has apparently made no outreach effort to involve your agencies in this process.

Attached is the Stewardship Council's proposal for a lump-sum payment for the Humbug Valley Lands transferred to the Maidu Consortium. It can be summarized as follows:

THE STEWARDSHIP COUNCIL -
LAKE ALMANOR AND HUMBUG VALLEY PLANNING UNITS
Summary Page

Approved Donee: Maidu Summit Consortium

Plumas County

Planning Unit	Description	Tax Neutrality Amount (\$)
Lake Almanor	Maidu Cemetery	313,101
Lake Almanor	Maidu Forest	26,363
Lake Almanor	Maidu Wetlands	100,299
Lake Almanor	Maidu Trail	10,903
Humbug Valley	Humbug Valley	463,943
Total TN Payment		<u>\$914,609</u>

Currently, each agency's share of the *ad valorem* property tax is allocated as found in Exhibit A.

It is the County's opinion that this payment is unlikely to provide full "tax neutrality" because: 1) the assumed "Cap Rate" of four percent (4%) is insufficient; 2) public agency restrictions on investments will not generate a comparable rate of return; and 3) it fails to account for future inflation growth or development. However, the County has decided to accept its share of the lump sum payment since it is unlikely to be cost effective to pursue a legal challenge. The Stewardship Council has represented that all other counties have accepted lump-sum payments based on the Stewardship Council's methodology. Representatives of the Stewardship Council have also stated that the Stewardship Council is wrapping up business and is preparing to dissolve in the very near future.

The County has identified two approaches for moving forward with the allocation of each district's share.

1. Plumas County can accept the lump sum payment (\$914,609.00) on behalf of all the agencies receiving a share of the property tax. Such an agreement would provide that the County would allocate each district's amount in the year received rather than spreading agency payments over a number of years.

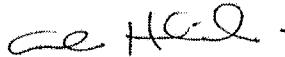
⁴ The Stewardship Council's "Property Tax Neutrality Methodology" is found here:
<http://www.stewardshipcouncil.org/Users/rwhite/Desktop/Property%20Tax%20Neutrality%20Methodology%20-%202017%20Amendment.pdf>

2. The County does not accept or distribute the lump sum payment on behalf of the agencies and each agency can negotiate with the Stewardship Council directly for its own share of any "tax neutrality" payment.

Please advise which approach your respective agency desires to pursue.

Since time is limited, we respectfully request that you respond within 30 days from the date of this letter. Unless there is unanimous agreement for Approach No. 1, the County will assume that each agency will pursue its own share independently as provided in Approach No. 2.

Sincerely,



Gabriel Hydrick
Plumas County Administrator

Enclosures:

- Property Taxing Entities (Distribution List)
- Unitary Allocation Factors
- Plumas County Assessor 2012 Letter
- Lump Sum Payments (Maidu Consortium)

Distribution List:

Central Plumas Recreation & Park District
PO Box 1551
Quincy, CA 95971

Sierra-Plumas Unified School District
PO Box 955
Loyalton, CA 96118

Plumas Unified School District
50 Church St.
Quincy, CA 95971

Plumas Office of Education
50 Church St.
Quincy, CA 95971

Feather River College
570 Golden Eagle Ave.
Quincy, CA 95971

Quincy Lighting District
1834 East Main St.
Quincy, CA 95971

Plumas County Service Area #11
1834 East Main St.
Quincy, CA 95971

Plumas County Flood Control & Water Conservation District
1834 East Main St.
Quincy, CA 95971

City of Portola
PO Box 1225
Portola, CA 96122

Quincy Community Services District
900 Spanish Creek Rd.
Quincy, CA 95971

Beckwourth Fire Protection District
180 Main St.
Beckwourth, CA 96129

Easter Plumas Fire Protection District
141 Delleker Rd.
Portola, CA 96122

Graeagle Fire District
PO Box 545
Graeagle, CA 96103

Prattville-Almanor Fire District
947 Long Iron Drive
Chester, CA 96020

Sierra Valley Fire District
PO Box 211
Chilcoot, CA 96105

Quincy Fire Protection District
505 Lawrence St.
Quincy, CA 95971

Plumas District Hospital
1065 Bucks Lake Rd.
Quincy, CA 95971

Seneca Healthcare District
PO Box 737
Chester, CA 96020

Indian Valley Healthcare District
184 Hot Springs Rd.
Greenville, CA 95947

Eastern Plumas Healthcare District
500 1st Ave.
Portola, CA 96122

Quincy-LaPorte Cemetery District
PO box 3933
Quincy, CA 95971

Taylorsville Cemetery District
PO Box 46
Taylorsville, CA 95983

Mohawk Valley Cemetery District
PO Box 1613
Graeagle, CA 96103

Portola Cemetery District
PO Box 3
Portola, CA 96122

Chester Cemetery District
PO Box 539
Chester, CA 96020

Cromberg Cemetery District
PO Box 30206
Cromberg, CA 96103

Plumas County Auditor/Controller

Unitary Allocation Factors FY19/20

Amount of Settlement \$ 914,609.00

JURISDICTION	Unitary Allocation Factors	
County	27.7297540%	\$ 253,618.83
City of Portola	0.4306380%	\$ 3,938.65
Crescent Mills Lighting	0.0015990%	\$ 14.62
Quincy Lighting	0.0574450%	\$ 525.40
Beckwourth CSA	0.0112330%	\$ 102.74
Flood Control	0.3024570%	\$ 2,766.30
Greenhorn Creek CSD	0.0135400%	\$ 123.84
West Almanor CSD	0.1793640%	\$ 1,640.48
Plumas Eureka CSD	0.0425040%	\$ 388.75
CSA #11	0.2209480%	\$ 2,020.81
Indian Valley CSD	0.3576250%	\$ 3,270.87
Chester Cemetery	0.1001820%	\$ 916.27
Cromberg Cemetery	0.0033890%	\$ 31.00
Greenville Cemetery	0.0292670%	\$ 267.68
Meadow Valley Cemetery	0.0333760%	\$ 305.26
Mohawk Valley Cemetery	0.0152910%	\$ 139.85
Portola Cemetery	0.0725210%	\$ 663.28
Quincy Cemetery	0.2045920%	\$ 1,871.22
Taylorsville Cemetery	0.0167740%	\$ 153.42
Prattville-Almanor Fire	0.0408430%	\$ 373.55
Beckwourth Fire	0.0799400%	\$ 731.14
Chester Fire	0.0447650%	\$ 409.42
Crescent Mills Fire	0.0500480%	\$ 457.74
Graeagle Fire	0.1709990%	\$ 1,563.97
Hamilton Branch Fire	0.2976180%	\$ 2,722.04
LaPorte Fire	0.0241280%	\$ 220.68
Meadow Valley Fire	0.0897700%	\$ 821.04
Peninsula Fire	0.5316660%	\$ 4,862.67
Quincy Fire	0.3937790%	\$ 3,601.54
Sierra Valley Fire	0.0502510%	\$ 459.60
Eastern Plumas Rural Fire	0.0860790%	\$ 787.29
Eastern Plumas Hospital	0.6717390%	\$ 6,143.79
Indian Valley Hospital	1.1034630%	\$ 10,092.37
Plumas Hospital	0.7804000%	\$ 7,137.61
Seneca Hospital	0.7844960%	\$ 7,175.07
Chester Sanitary Zone A	0.1719130%	\$ 1,572.33
Quincy CSD	0.2542310%	\$ 2,325.22
Graeagle CSD	0.0397290%	\$ 363.37
Central Plumas Rec.	0.4123410%	\$ 3,771.31
Chester PUD / Fire	0.3087810%	\$ 2,824.14
Clio PU	0.0167650%	\$ 153.33
Johnsville PU	0.0098200%	\$ 89.81
East Quincy Services	0.1515650%	\$ 1,386.23
Grizzly Lake CSD	0.0522760%	\$ 478.12
Gold Mountain	-0.0205840%	\$ (188.26)
Education	0.1475040%	\$ 1,349.08
Plumas Unified SD	49.0976560%	\$ 449,051.58
Feather River College	12.8234810%	\$ 117,284.71
Sierra / Plumas Unified SD	1.5090060%	\$ 13,801.50
ERAF	0.0000000%	\$ -
Long Valley CSD	0.0030330%	\$ 27.74
	100.0000000%	\$ 914,609.00

PLUMAS COUNTY ASSESSOR

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



RECEIVED

MAR 26 2012

PLUMAS COUNTY
ASSESSOR'S OFFICE

CHARLES W. LEONHARDT
ASSESSOR

March 20, 2012

Stewardship Council
15 N. Ellsworth Ave., Suite 100
San Mateo, Ca. 94401
Attn: Allison Henderson

Re: Tax Neutrality

Dear Mr. Wagner,

This letter is tendered on behalf of Plumas County in response to the Stewardship Council's proposed Property Tax Neutrality Methodology dated January 6, 2012.

In the cover letter you request that the counties coordinate their review and comments with the special districts within their jurisdiction. This process has proven to be both time consuming thus far ineffective. The challenges encountered include the significant amount staff time required to investigate the tax rate area for each of the perspective donated properties and then researching contact information for each district and effecting contact.

Staff's experience has been that the greater majority of the special districts potentially affected by these tax neutrality guidelines have no prior knowledge of the Stewardship Council's court mandated mission. In most cases county personnel were able to provide the tax neutrality guidelines to special district staff; however special districts are governed by an elected board of directors. The time frames provided have not been sufficient for many of these boards to be brought up to speed by staff and therefore make a formal response. It is recommended that the Stewardship Council expand outreach to local stake holders in the first person prior, to moving forward with adoption or implementation of any tax neutrality methodology.

Because public agencies are governed by boards, approval of formal comments on these guidelines may require time become part of a formal agenda for the districts regularly scheduled meetings. The time frames included in this request made it necessary for this agency to suggest that districts respond directly to the Stewardship Council.

Stakeholders in the tax neutrality methodology range from the county general fund to school & college districts, hospitals, fire departments, recreation districts and small cemetery districts. The respective tax shares vary significantly. Likewise each district may have differing budgeting objectives. Because at this date there is no firm list as to which parcels are subject to donation and tax neutrality, it has been difficult to inform districts of the potential impacts of donations. It is not the county's roll to expect these

districts to participate in a coordinated response, nor to provide advice in financial matters. Accordingly, Plumas County does not accept responsibility to coordinate review and comment by the special districts within Plumas County concerning this proposal.

Plumas County offers the following comments on its own behalf with regard to the proposed Property Tax Neutrality Methodology which accompanied your letter dated January 6, 2012. These comments are necessarily preliminary and incomplete as a result of insufficient information as described below.

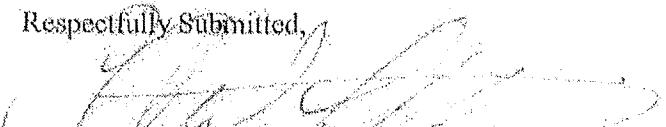
The proposal to place funds in an investment pool is deemed to transfer more risk to the stakeholders in the currently turbulent investment market place. Historic growth rates for the non-unitary tax roll for the period 2006-2010 have averaged 3.48% according the State Board of Equalization. The Plumas County Treasurer advises that the County's managed investment pool is averaging more closely to 1% at this time. For local agencies to achieve similar growth performance to the results found with PG&E ownership, it may require pooled investments of higher risk tolerance that are acceptable for public agencies in the current market. Management costs associated with the investment pool will also impact the array of investments needed to attain a satisfactory return on investment for the respective public agencies.

The Proposed Tax Neutrality Methodology did not articulate how the capitalization rate would be derived. More information would be necessary before this agency could negotiate tax neutrality under that methodology.

Further information needs to be developed regarding the legality of these tax neutrality methodologies and the necessary accounting related there to. The Plumas County Auditor has voiced concerns about whether tax neutrality negotiations can take place with certain types of public agencies. For example, it is not clear whether or not the prohibition against property tax exchange by school entities (Revenue and Tax Code section 99.02(f)) is applicable to this situation. Also, it is overly simplistic to provide that "The County will agree to distribute the lump-sum or annual payment to applicable special districts as dictated in the relevant Tax Rate Area at the time of payment." Plumas County is unwilling to accept this responsibility on behalf of the special districts and, on a preliminary basis, suggests a more appropriate approach will be for the Stewardship Council to have a separate agreement with each affected taxing agency. Plumas County has not had the opportunity to fully investigate those concerns as of this date.

This letter has been prepared based upon a request by the Plumas County Board of Supervisors at their regular meeting on March 20, 2012.

Respectfully Submitted,



Charles W. Leonhardt, Assessor

THE STEWARDSHIP COUNCIL
 HUMBUG VALLEY PLANNING UNIT
 Approved Donee MSC- Plumas County
Updated 2019

				FORMULA			
Parcel I SBE #	APN	Site Description	Total Parcel Acres	Acres Retained by PG&E	Acres Donated	Percentage of total acres	
Humbug Valley 440	135-32-1-1 02-03	Humbug Valley	200	0	200	100.00%	
Humbug Valley 444	135-32-1-3 02-06	Humbug Valley	94	0	94	100.00%	
Humbug Valley 441	135-32-1-4 02-05	Humbug Valley	550	0	550	100.00%	
Humbug Valley 442	135-32-1-5 02-06	Historic Site Soda Springs & Humbug Valley	350	0	350	100.00%	
Humbug Valley 443	135-32-1-6 02-05, 02-06	Humbug Valley & Yellow Creek Campgrd	525	0	525	100.00%	
Humbug Valley 1440	135-32-3A-1 02-03	Humbug Valley & Yellow Creek Campgrd	599	0	599	100.00%	
Totals			2318	0			

				FORMULA			
Parcel I SBE #	Plumas County	Assessed Value	Property Tax Rate	Sum of Taxes on All Acres	Sum of Taxes on All Land	Lump Sum on All Land	Lump Sum on % of Donated Land
Humbug Valley 440	135-32-1-1	205,800	1.13139%	2,328.40	58,210.02	58,210.02	58,210.02
Humbug Valley 444	135-32-1-3	35,081	1.13139%	396.90	9,922.57	9,922.57	9,922.57
Humbug Valley 441	135-32-1-4	549,840	1.13139%	6,220.83	155,520.87	155,520.87	155,520.87
Humbug Valley 442	135-32-1-5	190,712	1.13139%	2,157.70	53,942.41	53,942.41	53,942.41
Humbug Valley 443	135-32-1-6	254,456	1.13139%	2,878.89	71,972.24	71,972.24	71,972.24
Humbug Valley 1440	135-32-3A-1	404,371	1.13139%	4,575.01	114,375.33	114,375.33	114,375.33
Totals		1,640,260		18,557.74	463,943.44	463,943.44	

THE STEWARDSHIP COUNCIL
 LAKE ALMANOR PLANNING UNIT (Maidu Cemetery)
 Approved Donee: MSC Plumas County

	Parcel ID	SBE #	APN	Site Description	Total Parcel Acres	Acres Retained by PG&E	Acres Donated	Percentage of total acres
Lake Almanor	376	117-32-2-4	01-20-106-040-015, 106-050-003	Lake Almanor	329.0	207.0	122.0	37.08%
Lake Almanor	375	135-32-44-1	106-050-001	Lake Almanor & Caribou Westwood	10.3	-	10.3	100.00%
Lake Almanor	375	117-32-2-2	106-040-016-000	Watershed	9.7	-	9.7	100.00%
				Totals	349.0	207.0	142.0	

	Parcel ID	SBE #	Plumas County	Assessed Value	Property Tax Rate	Sum of Taxes on Donated Acres	Sum of Taxes on All Acres	Lump Sum on % of Donated Land	Formula
Lake Almanor	376	117-32-2-4		23,220	1.13139%	97.42	262.71	6,567.72	2,435.45
Lake Almanor	375	135-32-44-1		564,850	1.13139%	6,390.66	6,390.66	159,766.41	
Lake Almanor	375	117-32-2-2		533,500	1.13139%	6,035.97	6,035.97	150,899.14	150,899.14
						12,524.04	12,689.33	317,233.27	313,101.00

TAX NEUTRALITY CALCULATION ON DONATED LANDS ONLY

THE STEWARDSHIP COUNCIL
LAKE ALMANOR PLANNING UNIT (Maidu Forest)
Approved Donee: MSC

				FORMULA			
Parcel ID	SBE #	APN	Site Description	Total Parcel Acres	Acres Retained by PG&E	Acres Donated	Percentage of total acres
Lake Almanor	377	135-32-41E-1	001-190-031-000 Almanor Butt Valley Tunnel	28.7	-	28.7	100.00%
Lake Almanor	377	135-32-41E-2	001-190-031-000 Almanor Butt Valley Tunnel	33.2	15.1	18.1	54.52%
Lake Almanor	377	135-32-41E-3	001-190-032-000 Almanor Butt Valley Tunnel	5.8	5.8	-	-
Lake Almanor	377	135-32-41E-4	001-190-031-000 Almanor Butt Valley Tunnel	117.2	-	117.2	100.00%
Totals				184.9	20.9	164	

				FORMULA			
Parcel ID	SBE #	Plumas County	Assessed Value	Property Tax Rate	Sum of Taxes on Donated Acres	Sum of Taxes on All Acres	Lump Sum on % of Donated Land
Lake Almanor	377	135-32-41E-1	2,385	1.13133%	26.98	26.98	674.59
Lake Almanor	377	135-32-41E-2	152,560	1.13133%	941.01	1,726.05	43,151.21
Lake Almanor	377	135-32-41E-4	7,649	1.13133%	86.54	86.54	23,525.21
Totals				1,054.53	\$ 1,839.57	\$ 45,989.31	\$ 26,363.30

TAX NEUTRALITY CALCULATION ON DONATED LANDS ONLY

THE STEWARDSHIP COUNCIL
 HUMBUG VALLEY PLANNING UNIT
 Approved Donee MSC- Plumas County
 Updated 2019

	Parcel I SBE #	APN	Site Description	Total Parcel Acres	Acres Retained by FG&E	Acres Donated	Percentage of total acres
Humbug Valley	440	135-32-1-1	02-03 Humbug Valley	200	0	200	100.00%
Humbug Valley	444	135-32-1-3	02-06 Humbug Valley	94	0	94	100.00%
Humbug Valley	441	135-32-1-4	02-05 Humbug Valley	550	0	550	100.00%
Humbug Valley	442	135-32-1-5	02-06 Historic Site Soda Springs & Humbug Valley	350	0	350	100.00%
Humbug Valley	443	135-32-1-6	02-05, 02-06 Humbug Valley & Yellow Creek Campgrd	525	0	525	100.00%
Humbug Valley	1440	135-32-3A-1	02-03 Humbug Valley & Yellow Creek Campgrd	599	0	599	100.00%
			Totals	2318	0	2318	

	Parcel I SBE #	Plumas County	Assessed Value	Property Tax Rate	Sum of Taxes on All Acres	Lump Sum on All Land	Lump Sum on % of Donated Land
Humbug Valley	440	135-32-1-1	205,800	1.13139%	2,328.40	58,210.02	58,210.02
Humbug Valley	444	135-32-1-3	35,081	1.13139%	396.90	9,922.57	9,922.57
Humbug Valley	441	135-32-1-4	549,840	1.13139%	6,220.83	155,520.87	155,520.87
Humbug Valley	442	135-32-1-5	190,712	1.13139%	2,157.70	53,942.41	53,942.41
Humbug Valley	443	135-32-1-6	254,456	1.13139%	2,878.89	71,972.24	71,972.24
Humbug Valley	1440	135-32-3A-1	404,371	1.13139%	4,575.01	114,375.33	114,375.33
		Totals	1,640,260		18,557.74	463,943.44	463,943.44

THE STEWARDSHIP COUNCIL
 LAKE ALMANOR PLANNING UNIT (Maidu Trail)
 Approved Donee: MSC
 Plumas County

	Parcel ID	SBE #	APN	Site Description	Total Parcel Acres	Acres Retained by PG&E	Acres Donated	Percentage of total acres
Lake Almanor	456	135-32-20B-2	01-17-0141	Lake Almanor	134.7	176.7	8.0	4.33%
				Totals	134.7	176.7	8.0	

	Parcel ID	SBE #	Plumas County	Assessed Value	Property Tax Rate	Sum of Taxes on All Acres	Sum of Taxes on All Land	Lump Sum on % of Donated Land	Formula
Lake Almanor	456	135-32-20B-2		889,965	1.13139%	436.12	10,068.98	251,724.38	
				Totals		\$ 436.12	\$ 10,068.98	\$ 251,724.38	\$ 10,903.06

TAX NEUTRALITY CALCULATION ON DONATED LANDS ONLY

THE STEWARDSHIP COUNCIL
LAKE ALMANOR PLANNING UNIT (Maidu Wetlands)
Approved Donee: MSC

				Formula			
Parcel ID	SBE #	APN	Site Description	Total Parcel Acres	Acres Retained by PG&E	Acres Donated	Percentage of total acres
Lake Almanor	373	135-32-18D-2	011-110-033-000	Lake Almanor	18.00	180.00	100.00%
Lake Almanor	395	135-32-18-8	011-110-033-000	Lake Almanor	101.13	101.13	100.00%
Lake Almanor	426	135-32-18A-4	011-110-033-000	Lake Almanor	20.00	20.00	100.00%
Lake Almanor	426	135-32-18A-2	011-110-033-000	Lake Almanor	20.00	20.00	100.00%
Totals				321.13	0	321.13	

				Formula			
Parcel ID	SBE #	Plumas County	Assessed Value	Property Tax Rate	Sum of Taxes on Donated Acres	Sum of Taxes on All Acres	Lump Sum on % of Donated Land
Lake Almanor	373	135-32-18D-2	149,522	1.13159%	1,691.68	1,691.68	42,291.92
Lake Almanor	395	135-32-18-8	202,260	1.13159%	2,288.35	2,288.35	57,208.74
Lake Almanor	426	135-32-18A-4	1,660	1.13159%	18.78	18.78	469.53
Lake Almanor	426	135-32-18A-2	1,162	1.13159%	13.15	13.15	328.67
Totals				\$ 4,011.95	\$ 4,011.95	\$ 100,298.85	\$ 100,298.85

TAX NEUTRALITY CALCULATION ON DONATED LANDS ONLY

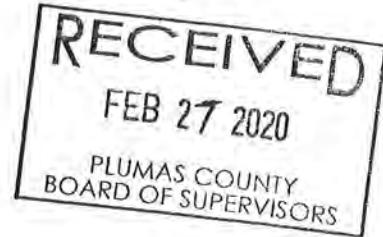
4c

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1. Name of Claimant: Plumas Sierra Telecommunications (PST)
2. Date of Birth: N/A 3. Gender (circle one): Male Female N/A
4. Mailing Address of Claimant:

<u>73233 State Route 70</u>	<u>Portola</u>	<u>California</u>
<u>Address</u>	<u>City</u>	<u>State</u>
		<u>Zip</u>
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):

<u>Address</u>	<u>City</u>	<u>State</u>
		<u>Zip</u>
6. Telephone Number of Claimant: (800) 221-3474

INFORMATION ABOUT CLAIM

7. Incident Date: Month N/A Day N/A Year N/A
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Radio Hill, Quincy, Plumas County
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
At the direction of Plumas County Deputy Sheriff Mike Grant, the Plumas County Department of Public Works (Public Works) wrongfully refused to issue an encroachment permit to CalNeva Towers (CNT) to connect its facilities to PST's facilities located at Radio Hill, Quincy, Plumas County. See attached Exhibit A.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
As a direct result of Public Work's wrongful refusal to issue an encroachment permit to CNT, CNT terminated its contract with PST. This caused PST to suffer direct damages based on the contract amount, and undetermined punitive damages resulting from Public Work's tortious interference with PST's contract with CNT, and tortious interference with PST's prospective economic advantage. Prior to CNT's termination of the contract, PST requested Plumas County Counsel intervene in the matter, and direct Public Works to issue the permit. County Counsel did not substantively respond to PST's request.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ PST's damages exceed \$10,000

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Mike Grant

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? YES NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip

16. Policy Number: _____

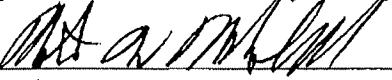
17. Are you the registered owner: YES NO

18. Amount of deductible: \$ _____

19. Make: _____ Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.


Signature

2/26/20
Date

Bob Marshall

Printed Name of Person Completing Claim

EXHIBIT A



A Subsidiary of StarTouch, Inc.
✉ 454 W. Stuart Road • Bellingham, WA 98226 • ☎ 888-733-0203

February 14, 2020

To: Plumas Sierra Telecommunications, Inc.
ATTN: Chief Operations Officer
73233 State Route 70
Portola, CA 96122

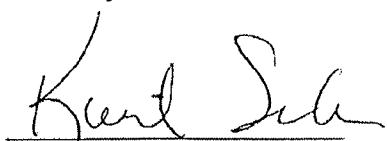
Re: CalNeva Towers
Billing Account: CTR
Order Date: 9/27/2019
Service Locations: Radio Hill-Quincy, Herlong Tower
Notice to Terminate

Dear Aaron,

Please consider this our notice to terminate the Service Quote dated 9/27/2019 effective immediately. CalNeva Towers has received notice from the Plumas County Sheriff's Department that Plumas Sierra Telecommunications is not legally allowed to sell services to anyone at the A-Location (Radio Hill – Quincy, CA) in this order. CalNeva Towers has, in good faith, waited for over four months for Plumas Sierra Telecommunications to resolve all outstanding issues with the Plumas County Sheriff, the Communications Committee, and Plumas County Public Works, all while incurring SLA violations from our end user. My staff and I have requested, numerous times, what the next steps will be to resolve issues, timelines to resolve issues, and any information you can provide on this matter. Because we have waited for over four months with no resolve, we have no choice but to terminate the order effective immediately.

Attached you will find the notices we received from the Plumas County Sheriff regarding the A-Location on this order.

Sincerely,


Keith Scheffer, CEO



A Subsidiary of StarTouch, Inc.

454 W. Stuart Road • Bellingham, WA 98226 • 888-733-0203

From: Mike Grant <mgrant@pcso.net>
Sent: Wednesday, November 6, 2019 7:49 PM
To: Contracts@calnevatowers.com
Subject: RE: Radio Hill Easement

Right now your biggest single issue is getting Plumas Sierra Telecommunications to enter into an agreement with the County to sell their services to users on Radio Hill and complete their easement/encroachment permit to the area you want to connect at. Until that is in place, there is not much I can do for you.

Mike Grant
Plumas Co Sheriff's Office
1400 E Main St
Quincy, CA 95971

530-283-7440 o
530-283-6344 f

mgrant@pcso.net



A Subsidiary of StarTouch, Inc.

454 W. Stuart Road • Bellingham, WA 98226 • 888-733-0203

From: Mike Grant <mdgrant105@gmail.com>
Sent: Friday, December 20, 2019 6:59 PM
To: Crews, Mark <MarkCrews@countyofplumas.com>
Cc: Mike Grant (mgrant@pcso.net) <mgrant@pcso.net>; Perreault, Bob <BobPerreault@countyofplumas.com>; Blackwell, Joe <JoeBlackwell@countyofplumas.com>; Johns, Todd <ToddJohns@countyofplumas.com>
Subject: Re: CalNeva Towers - Fiber Optic Connection

Mark.

I do. Plumas Sierra Telecommunications (PST) does not have a current easement, encroachment permit or contract that allows them to sell services on Radio Hill. This has been discussed by our respective offices numerous times. In addition, PST has been told multiple times their current connection on Radio Hill that serves the US Cellular facility requires a contract to sell their services. They have also been told the same thing regarding any connection for CalNEVA towers. We have that boilerplate contract approved by County Counsel and I have told both companies it is available for them to complete the needed exhibits and we could then move forward with approval. I will add I have told CalNEVA towers that the PST contract needs to be in place, for obvious reasons, before we could consider a contract with them for a connection. Apparently PST has told CalNEVA Towers there is no such requirement and their permit with Public Works covers the required connection but as far as I know, they have never provided the source documentation. Also, please note, that County Counsel said the current connection PST has with US Cellular could be construed as a gift of public funds and should be corrected by an appropriate contract.

PST has also been told they need to repair one pull box (damaged) and add a new pull box suitable for vehicle traffic to bring the access road at the site up to grade. While they have said they would complete that work, there has been no movement on their part. Any contract (not an Encroachment Permit) should cover that requirement.

It appears PST and CalNEVA Towers is trying to circumvent the process (in PSTs case, again), which was set by the County Communication's Committee. In my conversations with the CalNEVA Towers staff, they told my your office previously required approval from the County Communications Committee before any permit could be issued. Is that still the case?

Mike



A Subsidiary of StarTouch, Inc.

454 W. Stuart Road • Bellingham, WA 98226 • 888-733-0203

From: Mike Grant <mgrant@pcso.net>
Sent: Monday, December 30, 2019 7:15 AM
To: James@CalNevaTowers.com
Subject: Re: Radio Hill - Encroachment Permit

James,

I was off last week and did not get to this email until this morning. Sorry for the delay. I did get a request from Public Works to comment on your request, which I provided.

As I have told you numerous times, the direction from the County is that every customer who provides a service at Radio Hill which they charge for, must have a contract with the County. Trying to circumvent that process by applying for a special use or encroachment permit is not consistent with the direction the County has decided to take and certainly not what I have told you needs to happen.

PST does not have a valid encroachment permit that allows them to connect to anyone, including the existing customer they have at the site. They also have some required changes they need to complete with their existing installation, that they previously agreed to do, but now seem to be trying to avoid. PST is aware of the contract and change requirements and has met with my department to discuss them. When they want to take care of these issues is, for the most part, up to them, so the ball is in their court.

The solution is simple, PST just needs to go forward with a contract to provide services on Radio Hill.

I would suggest you ask PST what their timeline is for securing a contract for the services they wish to sell to you on Radio Hill. Maybe that will get the ball rolling.

Best,
Mike Grant
Plumas Co Sheriff's Office
1400 E Main St
Quincy, CA 95971

530-283-7440 o
530-283-6344 f

mgrant@pcso.net

EXHIBIT B

Michelle Bracha

From: Bob Marshall <marshall@psln.com>
Sent: Friday, February 7, 2020 3:47 PM
To: Hydrick, Gabriel; ToddJohns@countyofplumas.com;
gretchenstuhr@countyofplumas.com
Cc: CSettlemire@countyofplumas.com; Michael Vergara; Aaron Whitfield
Subject: Radio Hill issue
Attachments: Plumas-Sierra 2-7-20.pdf; Mike Grant Letter Feb 2020.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Hydrick, Ms. Stuhr, and Sheriff Johns,

As I discussed with two of you, we have an issue with expanding service on Radio Hill.

At the request of Asst. Counsel Stuhr, i have enclosed our letter to Mike Grant from Feb. 3rd. His response is below.

I am sharing our perspective today, with the hope of quickly resolving this situation. Our customer is anxious to work on bringing better cellular service to our region and we are losing money with delays.

I am available via email or my cell at 530-249-1449.

Sincerely,

Bob Marshall
General Manager
PSREC
PST

From: Mike Grant <mgrant@pcso.net>
Sent: Monday, February 03, 2020 11:43 AM
To: Aaron Whitfield <awhitfield@psrec.coop>
Cc: 'Settlemire, Craig' <CSettlemire@countyofplumas.com>; tjohns@pcso.net
Subject: RE: Radio Hill--Cal Neva towers

Aaron,

First of all, I did not deny anything, I brought up a number of matters to Public Works which makes your project in conflict with what the County Communications Committee had decided and in conflict with your valid encroachment permit. I have told you about all these issues more than once, but you fail to act accordingly.

While Public Works holds your underground encroachment permit for Radio Hill, they assure me it is not consistent with the location of the line. In fact your installing the line outside of the terms of the

encroachment permit held up our project at the site for some time and which was costly to the County. All we did with PST was ask that you get your paperwork corrected and move the line. You partially moved the line but did not put it where it would not be affected by construction and you never took care of your encroachment permit corrections.

I subsequently told your staff, and I believe you, that one of your boxes was damaged during all the construction at the site (three separate projects, buy three different entities). Someone from PST came up and looked at it many months ago and it is still not fixed, nor, again, is there a valid encroachment permit in place to have it in the current location. A box further downhill has a placement that has caused a hazard on the road therefore liability for the County. That was supposed to be repaired by PST more than two years ago, but has yet to happen.

Also you have other equipment on County property, away from Radio Hill, that PST and PSREC has failed to proceed with the contract process for, despite many requests to do so. This too has cost the County financially and should be corrected

I'll defer this matter to County Counsel's Office and let him decide the best course of action moving forward.

Regards,

Mike Grant
Plumas Co Sheriff's Office
1400 E Main St
Quincy, CA 95971

530-283-7440 o
530.283-6344 f

mgrant@pcso.net

From: Aaron Whitfield [<mailto:awhitfield@psrec.coop>]
Sent: Monday, February 3, 2020 11:01 AM
To: Mike Grant <mgrant@pcso.net>
Cc: csettemire@countyofplumas.com; markcrews@countyofplumas.com; Bob Marshall <bmarshall@pst.coop>; Bill Newberg <bnewberg@psrec.coop>; mvergara@somachlaw.com; Aaron Whitfield <awhitfield@psrec.coop>
Subject: Radio Hill--Cal Neva towers

Dear Mr. Grant,

Please see attached correspondence regarding Radio Hill—Cal Neva towers.

Aaron Whitfield
CHIEF OPERATING OFFICER
Plumas-Sierra Telecommunications
530.832.6003

February 6, 2020

Gabriel Hydrick, Plumas County CAO
Gretchen Stuhr, Plumas County Deputy Counsel
Todd Johns, Plumas County Sheriff

Dear all:

I am General Manager of Plumas-Sierra Rural Electric Cooperative (PSREC) and Plumas-Sierra Telecommunications (PST). This letter responds to information provided to you by county personnel regarding PST facilities at Radio Hill.

PST built a fiber-optic line to Radio Hill after receiving a valid Plumas County encroachment permit. Although we originally placed the line within the area specified in the permit, in 2017 Mike Grant asked us to move one of the PST vaults to assist the Plumas County Sheriff's Office (PCSO) with construction of their new equipment on Radio Hill. After meeting with Mr. Grant and Joe Blackwell at the site location, PST moved its vault and line to the exact location he specified. The two Plumas-Sierra employees present at that meeting are still employed with us, and available as witnesses, if necessary.

PST spent \$70,000 installing and subsequently moving the line and equipment to serve customers on Radio Hill, which also made Radio Hill more valuable to the county. We currently have one customer on Radio Hill. They provide cellular service to the American Valley. We now have another customer attempting to locate their facilities on Radio Hill. They want to connect with PST's facilities to provide additional cellular coverage. PST's fiber-optic network provides cellular carriers with the bandwidth and reliability needed for their systems to operate properly.

Our presence on Radio Hill is a benefit to Plumas County, because it allows backhaul for tenants of the county's radio towers. Our fiber-optic network makes the county money while costing the county nothing. For reference, PST is a State of California certified telecommunications utility of the same status as AT&T. We are exempt, by state law, from fees or revenue sharing beyond the actual cost of any permits.

As stated above, a second PST customer, Cal-Neva Towers (CNT), is seeking to add service on Radio Hill, which will improve cellular coverage to American Valley. Unfortunately, CNT has been denied a permit to connect to PST's fiber-optic meet-me box on Radio Hill. CNT staff advises us that Mr. Grant maintains that PST's facilities on Radio Hill are out of compliance with the county, and the county will not issue CNT a permit until PST becomes compliant. CNT provided PST with a copy of an email they received from Mike Grant regarding their permit application. That email is attached.

The statements made by Mr. Grant in his email are both factually and legally incorrect. The basis of Mr. Grant's statements appears to relate to a contract between PST and PCSO that expired in 2018. That contract was a five-year agreement signed in 2013 that allowed PST to use any unused capacity on the PCSO's microwave system. In exchange, PST provided internet access for the PCSO, a connection between PCSO and the Lassen County Sheriff's Office (LCSO), and a high-speed dedicated connection between the PCSO's Portola office and its Quincy office. In addition, PST paid the PCSO mountaintop leases on Beckwourth Peak and Black Mountain. Under that contract, the benefits to PCSO exceeded \$100,000. That contract, however, did not involve PST's on Radio Hill.

As stated above, that contract terminated in 2018, and because the costs to PST far exceeded the benefits, PST declined to renew it. However, PST extended that contract for six months as an accommodation to the PCSO.

In discussions and email exchanges with Mr. Grant in 2019, he incorrectly stated that all PST interactions with the PCSO and Plumas County were connected to the expired contract, including our permit for Radio Hill, and a radio antenna, with related equipment, on Claremont that belongs to PST's parent company, PSREC. Nothing in the expired contract creates such a requirement. (documented in emails upon request)

Currently there are three issues that we understand:

- a. Mike Grant states that PST is out of compliance with its encroachment permit on Radio Hill. This incorrect belief is restraining a commercial contract between PST and CNT, and impeding improved cellular wireless service in American Valley. Mr. Grant states that PST needs to have a contract with Plumas County that shares revenue with the county before anyone is allowed to attach to PST's facilities on Radio Hill.
- b. The electric utility, PSREC (not PST), has a radio antenna and related equipment on Claremont.
- c. Without consulting with PST, Mr. Grant ordered Sierra Electronics to remove a PST microwave dish on Black Mountain, and replace it with a PCSO dish in late 2012.

Addressed in order:

- a. Please read our enclosed letter to Mr. Grant. PST has the statutory right to place and operate its facilities on Radio Hill without franchise payments, lease payments, fees, or revenue sharing. If something technical is wrong with our permit, we will work with the Department of Public Works to address the issue(s). Mr. Grant's actions are preventing CNT from connecting to PST's facilities and damaging PST's business.
- b. In 2016, PSREC worked with Sierra Electronics to install a radio antenna and related equipment at Claremont to communicate with PSREC utility trucks. Sierra Electronics asked Mr. Grant for permission to install the antenna, and Mr. Grant granted permission. The antenna was installed, and wasn't an issue until the expiration of the unrelated PST contract mentioned above. In 2019, Mr. Grant

raised the Claremont antenna and related equipment as an issue. Mr. Grant stated that something had to be worked out, but PSREC was never advised further. PSREC has since reconfigured its radio system away from Claremont, and will remove the antenna and related equipment this spring. The antenna and related equipment is currently non-functional. Again, this is the electric utility (PSREC), and was a public safety radio. This has nothing to do with PST or Radio Hill, or the expired microwave contract.

- c. In 2012, Sheriff Hagwood and Mr. Grant met with PST staff and proposed an arrangement that later became the expired microwave contract referenced above. At the first meeting, PST staff agreed to another meeting to explore the idea. Unbeknownst to us, Mr. Grant instructed Sierra Electronics to remove a PST microwave dish on Black Mountain shortly after that meeting. This dish was not in service at that time, so PST didn't immediately become aware of the disregard for its property and position on the tower. We had not yet agreed to any arrangement with PCSO when this was done. We protested this at the time. The expired contract states that both parties will remove their respective equipment at the time of termination/expiration of that contract. Because the contract terminated, we respectfully request the PCSO remove their microwave dish, and restore PST's to its former position. Again, this issue is unrelated to the issue involving PST's Radio Hill facilities, and the encroachment permit requested by CNT.

The county's refusal to issue CNT a permit to connect to PST's Radio Hill facilities is costing PST significant revenue. We would like to resolve the Radio Hill issue quickly, minimizing potential claims by PST and improving service for the citizens of Plumas County. We believe the Claremont issue is resolved, and we will remove the antenna and related equipment when weather permits. We are willing to work with the PCSO separately to resolve the Black Mountain issue.

Please contact me if you have questions. We would like to meet with Public Works staff to resolve any technical issues on Radio Hill.

Thank you for your prompt attention to this matter.

Sincerely,

Bob Marshall
General Manager
PSREC
PST

From: contracts@calnevatowers.com <contracts@calnevatowers.com>
Sent: Thursday, January 23, 2020 1:10 PM
To: Aaron Whitfield <a whitfield@psrec.coop>
Cc: Joe Couto <jcouto@pst.coop>, james@calnevatowers.com
Subject: RE: FW: Radio Hill

Hello Aaron,

We have reached a stand still with the County and the Sheriff. We have been informed by the county that permit cannot be issued for our work without the sheriff's office consent. Mike Grant has confirmed that no permit for our work will be issued until Plumas Sierra Telecommunications amends all outstanding issues with the County and the Sheriff. Below you will find the responses that both the County and CalNeva received from Mike Grant:

Mike Grant 12/30/2019:

"PST does not have a valid encroachment permit that allows them to connect to anyone, including the existing customer they have at the site. They also have some required changes they need to complete with their existing installation, that they previously agreed to do, but now seem to be trying to avoid. PST is aware of the contract and change requirements and has met with my department to discuss them. When they want to take care of these issues is, for the most part, up to them, so the ball is in their court.

The solution is simple, PST just needs to go forward with a contract to provide services on Radio Hill. As soon as they start that process, your company can do the same thing so we limit any further delays."

Mike Grant 12/31/2019:

"Plumas Sierra Telecommunications (PST) does not have a current easement, encroachment permit or contract that allows them to sell services on Radio Hill. This has been discussed by our respective offices numerous times. In addition, PST has been told multiple times their current connection on Radio Hill that serves the US Cellular facility requires a contract to sell their services. They have also been told the same thing regarding any connection for CalNEVA towers. We have that boilerplate contract approved by County Counsel and I have told both companies it is available for them to complete the needed exhibits and we could then move forward with approval... Apparently PST has told CalNEVA Towers there is no such requirement and their permit with Public Works covers the required connection but as far as I know, they have never provided the source documentation. Also, please note, that County Counsel said the current connection PST has with US Cellular could be construed as a gift of public funds and should be corrected by an appropriate contract.

PST has also been told they need to repair one pull box (damaged) and add a new pull box suitable for vehicle traffic to bring the access road at the site up to grade. While they have said they would complete that work, there has been no movement on their part. Any contract (not an Encroachment Permit) should cover that requirement."

When will all outstanding issues be corrected with Plumas County and the Sheriff so that we can proceed with getting this permit issued through Plumas County?

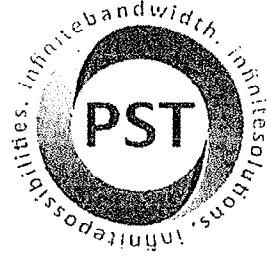
Thank you,

Andrea Monks

Contracts Department
Administrative Assistant
454 W. Stuart Road
Bellingham, WA 98226

Plumas-Sierra Telecommunications

73233 State Route 70
Portola, CA 96122
530.832.4261
www.pst.coop



February 3, 2020

Sent via Email to mgrant@pcso.net

Mike Grant
Plumas-County Sheriff's Office
1400 East Main St.
Quincy, CA 95971

Dear Mr. Grant,

I am informed by Cal-Neva Towers (CNT) that the county denied them a permit to connect their facilities to Plumas Sierra Telecommunications' (PST) Meet-Me Box on Radio Hill. By denying CNT access to PST's Meet-Me Box, you are denying the improvement of wireless access in American Valley, and causing financial harm to our business.

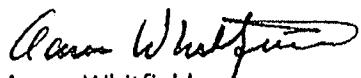
Based on your December 30, 2019, email to CNT (a copy is attached), and your previous correspondence with me, I understand you believe Plumas County is entitled to receive a portion of PST's revenue resulting from services provided through PST's facilities on Radio Hill, and this is the basis for denying CNT a permit to connect to us. Assuming this is your belief, you are misinformed. PST's general counsel has reviewed this matter, and I am advised to inform you that the California Public Utilities Commission (CPUC) authorizes PST to provide full facilities-based competitive local exchange, access, and interexchange services within the Counties of Plumas, Sierra, and Lassen. I have attached a copy of the CPUC Decision for your review. Under the CPUC Decision, PST qualifies as a telephone corporation under sections 234 and 7901 of the Public Utilities Code. (*Williams Communications, LLC v. City of Riverside* (2003) 114 Cal.App.4th 642, 650.) Like PG&E or AT&T, PST has the right to access county property without charge to install its fiber-optic cable. (Pub. Util. Code, § 7901.) While the county can exercise reasonable control as to the time, place, and manner of PST's access to the subject property for the purpose of constructing the facilities, the county cannot charge PST for access to the property or the contemplated use of the property. (Pub. Util. Code, § 7901.1; *Williams Communications, LLC, supra*, 114 Cal.App.4th at p. 648.) The county can only impose a charge not to exceed the reasonable costs of providing the service for which an authorized fee is charged, and the fee cannot be levied for general revenue purposes. (Govt. Code, § 50030; *Williams Communications, LLC, supra*, 114 Cal.App.4th at p. 648.)

PST is prepared to pay any reasonable fee authorized under Government Code section 50030 (e.g., encroachment fee), as we did for our current encroachment permit, but PST will not pay a lease charge or any other fee or charge not expressly authorized under Government Code, § 50030.

PST must quickly move forward with CNT to improve wireless coverage for American Valley. Therefore, please advise me by Monday, February 10, 2020, that the county will issue CNT the required permit so CNT can complete its work. If we do not resolve this matter by this date, PST will file a claim with the county for its damages, and will seek an injunction and declaratory relief from the court. We hope to avoid this effort and cost to both parties.

Also, in your December 30, 2019, email to CNT you advised CNT that one of PST's boxes on Radio Hill is damaged. Please provide more information so we can quickly repair the damaged box that is used for vital communications.

Sincerely,



Aaron Whitfield

Enclosures

cc: R. Craig Settemire
Mark Crews
Bob Marshall
Bill Newberg
Michael Vergara

From: contracts@calnevatowers.com <contracts@calnevatowers.com>
Sent: Thursday, January 23, 2020 1:10 PM
To: Aaron Whitfield <awhitfield@psrec.coop>
Cc: Joe Couto <jcouto@pst.coop>; james@calnevatowers.com
Subject: RE: FW: Radio Hill

Hello Aaron,

We have reached a stand still with the County and the Sheriff. We have been informed by the county that permit cannot be issued for our work without the sheriff's office consent. Mike Grant has confirmed that no permit for our work will be issued until Plumas Sierra Telecommunications amends all outstanding issues with the County and the Sheriff. Below you will find the responses that both the County and CalNeva received from Mike Grant:

Mike Grant 12/30/2019:

"PST does not have a valid encroachment permit that allows them to connect to anyone, including the existing customer they have at the site. They also have some required changes they need to complete with their existing installation, that they previously agreed to do, but now seem to be trying to avoid. PST is aware of the contract and change requirements and has met with my department to discuss them. When they want to take care of these issues is, for the most part, up to them, so the ball is in their court.

The solution is simple, PST just needs to go forward with a contract to provide services on Radio Hill. As soon as they start that process, your company can do the same thing so we limit any further delays."

Mike Grant 12/31/2019:

"Plumas Sierra Telecommunications (PST) does not have a current easement, encroachment permit or contract that allows them to sell services on Radio Hill. This has been discussed by our respective offices numerous times. In addition, PST has been told multiple times their current connection on Radio Hill that serves the US Cellular facility requires a contract to sell their services. They have also been told the same thing regarding any connection for CalNEVA towers. We have that boilerplate contract approved by County Counsel and I have told both companies it is available for them to complete the needed exhibits and we could then move forward with approval... Apparently PST has told CalNEVA Towers there is no such requirement and their permit with Public Works covers the required connection but as far as I know, they have never provided the source documentation. Also, please note, that County Counsel said the current connection PST has with US Cellular could be construed as a gift of public funds and should be corrected by an appropriate contract.

PST has also been told they need to repair one pull box (damaged) and add a new pull box suitable for vehicle traffic to bring the access road at the site up to grade. While they have said they would complete that work, there has been no movement on their part. Any contract (not an Encroachment Permit) should cover that requirement."

When will all outstanding issues be corrected with Plumas County and the Sheriff so that we can proceed with getting this permit issued through Plumas County?

Thank you,

<image003.jpg>

Andrea Monks

Contracts Department
Administrative Assistant
454 W. Stuart Road
Bellingham, WA 98226

Decision 11-06-031 June 23, 2011

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of Plumas
Sierra Telecommunications for a Certificate
of Public Convenience and Necessity to
Provide Full Facilities Based Competitive
Local Exchange Access and Interexchange
Services within California.

Application 11-02-014
(Filed February 18, 2011)

**DECISION GRANTING PLUMAS SIERRA TELECOMMUNICATIONS
A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY IN
ORDER TO PROVIDE FULL FACILITIES-BASED COMPETITIVE LOCAL
EXCHANGE ACCESS AND INTEREXCHANGE SERVICE WITHIN
CALIFORNIA AND ADOPTING A FINAL MITIGATED NEGATIVE
DECLARATION PURSUANT TO CEQA**

1. Summary

Plumas Sierra Telecommunications filed an application for a certificate of public convenience and necessity for authority to provide full facilities-based competitive local exchange, access, and interexchange services in the service territories of Pacific Bell Telephone Company d/b/a AT&T California and Citizens Telecommunications Company of California, Inc., d/b/a Frontier Communications Company of California Inc., specifically, within the counties of Plumas, Sierra, and Lassen. Plumas seeks to provide interexchange service throughout the state of California.

By this decision, we grant Plumas Sierra Telecommunications a certificate of public convenience and necessity to provide full facilities-based competitive

local exchange, access, and interexchange services, on the terms and conditions set forth in the Ordering Paragraphs.

2. Background

On February 18, 2011, Plumas Sierra Telecommunications (Plumas) filed an Application seeking authority to provide competitive local exchange, access, and interexchange services within the counties of Plumas, Sierra, and Lassen. Plumas was awarded a Broadband Technologies Opportunity Program (BTOP) Grant from the National Telecommunications and Information Administration (NTIA) to provide broadband data services under the American Recovery and Reinvestment Act. Plumas will build a fiber optic open access network that will traverse through parts of Plumas, Sierra and Lassen Counties; Plumas will not initially offer any local exchange voice or any voice services, except as authorized by D.95-07-054. All services will be provided over facilities owned by Plumas' parent company, Plumas Sierra Rural Electric Cooperative (PSREC), unbundled loops of the local incumbent telecommunications providers, and interexchange facilities owned by other certified carriers. Plumas will lease unbundled network elements and local loops from Pacific Bell dba AT&T California (AT&T) and Frontier Communications (Frontier) within the local service areas where PSREC does not have such facilities.

Plumas states that it filed this application mainly for the purpose of becoming a Competitive Local Carrier (CLC) so that it may negotiate with AT&T and Frontier under Section 251(c) of the 1996 Telecom Act for collocation and unbundled network elements needed for its data network.

3. California Environmental Quality Act (CEQA)

Pursuant to CEQA and Rule 2.4 of the Commission's Rules of Practice and Procedure, the Commission examines projects to determine any potential environmental impacts in order that adverse effects are avoided and environmental quality is restored or enhanced to the fullest extent possible under CEQA.

In this proceeding, the Commission is the lead agency under CEQA with respect to the environmental review of the Plumas-Sierra Broadband Project (Project), and preparation of the Final Mitigated Negative Declaration (MND). The Commission, as the lead agency, must adopt the Final MND before the Project may be approved. Adoption consists of two steps. First, the Commission must conclude that the Final MND has been completed in compliance with CEQA; and second, the Commission must have reviewed and considered the Final MND prior to approving the Project. Additionally, the Commission must find that the Final MND reflects its independent judgment (Pub. Res. Code Section 21082.1(c)(3)).

The purpose of the MND is to identify potentially significant environmental effects associated with the Project, and propose mitigation measures that would minimize the environmental consequences. During the course of the CEQA review an opportunity was provided for public involvement, as required by CEQA. On May 30, 2011, the Draft MND was published for public review and comment. The public review and comment period for the Draft MND ended on June 18, 2011. Comments on the Draft MND are addressed in the Final MND which was released on June 20, 2011.

The Final MND includes the Draft MND, along with the comments received on the Draft MND, individual responses to the comments, and revisions

as necessary in response to those comments and other information received. The MND utilizes an interdisciplinary approach that ensures the integrated use of the natural and social sciences and the consideration of qualitative as well as quantitative factors. It is organized and written so that it is meaningful and useful to decision-makers and the public. Therefore, the Final MND is competent, comprehensive, and in compliance with CEQA.

The Final MND identifies environmental effects of the Project that may be mitigated to less than significant levels or avoided. The adoption and implementation of these mitigation measures was assumed in the determination of environmental impact levels in the Final MND. With these mitigation measures, the Final MND concludes that all potential environmental effects can be mitigated to less than significant levels. The mitigation measures identified in the Final MND are reasonable and feasible. Therefore, we will adopt them and make implementation of them a condition of our approval of the Project.

The Final MND includes a Mitigation Monitoring, Compliance and Reporting Program (MMCRP). The purpose of the MMCRP is to ensure that the mitigation measures in the Final MND are implemented. We have reviewed the MMCRP and find that it conforms to the recommendations in the Final MND for measures required to mitigate or avoid environmental effects of the Project. Therefore, we will adopt the MMCRP.

As discussed above, we have reviewed the Final MND as part of our consideration of whether to approve the Project. Based on that review, we find that the Final MND represents our independent judgment regarding the environmental impact of the Project. For the above reasons, we adopt the Final MND for the Project pursuant to and in compliance with CEQA. The executive summary of the Final MND is included herein as Attachment A.

4. Financial Qualifications

Pursuant to Rule 4.B of Decision (D.) 95-12-056, an applicant for a CPCN for authority to provide facilities-based local exchange service must demonstrate that it has \$100,000 cash or cash equivalent to meet the firm's start-up expenses. Applicant must also demonstrate that it has sufficient additional resources to cover all deposits required by other telecommunications carriers in order to provide service in California.

In Section 6 of, and Exhibit 5 to the application, Plumas provided a copy of audited financial statements for the most recent year ending December 31, 2009. The audit is the consolidated audit of Plumas Sierra Rural Electric Cooperative and all Subsidiaries, one of which is Plumas Sierra Telecommunications. In addition, Plumas submits its most recent bank statement, showing that cash on hand is in excess of the \$100,000 requirement for a full facilities-based Applicant. Plumas states that the financial statements and the bank statement demonstrate that it possesses a minimum of \$100,000 of unencumbered cash, reasonably liquid and readily available, to meet the expenses of the operation.

Appendix E, Section 4, of D.96-02-072 provides a list of the financial instruments that may satisfy the applicable unencumbered cash requirement. That list does not include bank statements. However, the audited financial statements provided by Plumas do show that Plumas Sierra Telecommunications did have the minimum required amount of cash on hand. Since Plumas has provided documentation through a consolidated financial statement that it and its parent possess more than a minimum of \$100,000 that is reasonably liquid and available, it has demonstrated that it has sufficient funds to meet its start-up expenses and has fulfilled this requirement. Plumas has also demonstrated that

it has sufficient funds to pay future deposits that may be required by other telecommunications carriers in order to provide service in California.

5. Managerial and Technical Qualifications

To be granted a CPCN for authority to provide local exchange and interexchange service, an applicant must make a reasonable showing of managerial and technical expertise in telecommunications or a related business. Plumas supplied biographical information on its management in Exhibit 3 to its application that demonstrated that it has sufficient expertise and training to operate as a telecommunications provider.

Plumas verified that no one associated with or employed by Plumas as an affiliate, officer, director, partner, or owner of more than 10% of Plumas was previously associated with a telecommunications carrier that filed for bankruptcy, or was sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule, or order.

Plumas also verified that no one associated with or employed by it as an affiliate, officer, director, partner, or owner of more than 10% of Plumas was previously associated with any telecommunications carrier that has been found either civilly or criminally liable by a court of appropriate jurisdiction for a violation of § 17000, et seq. of the California Business and Professions Code, or for any actions which involved misrepresentations to consumers, nor is currently under investigation for similar violations.

For the above reasons, we find that Plumas is in compliance with these requirements of D.95-12-056.

6. Tariffs

Plumas states that its initial services will be broadband services, which will be offered at competitive prices that will be published and made available on Plumas' website. Because it is only initially offering broadband data services that are not subject to tariff, Plumas seeks an exemption, pursuant to D.07-09-018, from the Commission requirement to submit a proposed local exchange tariff. We agree that, because its initial services will be competitively priced broadband services, Plumas need not submit a proposed local exchange tariff.

7. Map of Service Territory

To be granted a CPCN for authority to provide local exchange service, an applicant must provide a map of the service territories it proposes to serve. In Exhibit 6, Plumas provided a map of the location of its proposed service territory, in compliance with this requirement.

8. Expected Customer Base

Plumas provided its estimated customer base for the first and fifth years of operation in Section 15 of its application. Therefore, Plumas has complied with this requirement.

9. General Order 104-A Statement

Rule 3.1(i) sets forth the requirement that a utility filing an application under Pub. Util. Code § 1001, provide a statement regarding General Order (GO) 104-A. Plumas states that it is a wholly owned subsidiary of Plumas Sierra Rural Electric Cooperative. As a wholly owned subsidiary, Plumas is not Publicly Held, has no stock and is considered as a non profit corporation. Plumas does not have common or capital stock issued or outstanding. Therefore, no annual report is available to submit with this application we waive this requirement

since it does not fit Applicant. On a going forward basis, though, Plumas must file all reports required of a public utility under Commission jurisdiction.

10. Conclusion

We conclude that the application conforms to our rules for certification as a competitive local exchange and interexchange carrier. Accordingly, we grant Plumas a CPCN to provide full facilities-based competitive local exchange, access, and interexchange services in the service territories of AT&T and Frontier, and interexchange service throughout California, subject to compliance with the terms and conditions set forth in the Ordering Paragraphs.

11. Categorization and Need for Hearings

In Resolution ALJ 176-3270, dated March 10, 2011, the Commission preliminarily categorized this application as ratesetting, and preliminarily determined that hearings were not necessary. No protests have been received. There is no apparent reason why the application should not be granted. Given these developments, a public hearing is not necessary, and it is not necessary to disturb the preliminary determinations.

12. Waiver of Comment Period

No protests were filed in this proceeding. Therefore, this is an uncontested matter in which the decision grants the relief requested. Accordingly, pursuant to Section 311(g)(2) of the Public Utilities Code and Rule 14.6(c)(2) of the Commission's Rules of Practice and Procedure, the otherwise applicable 30-day period for public review and comment is being waived.

13. Assignment of Proceeding

Catherine J.K. Sandoval is the assigned Commissioner and Stephen C. Roscow is the assigned ALJ in this proceeding.

Findings of Fact

1. Notice of the application appeared on the Daily Calendar on February 23, 2011. No protests have been filed. A hearing is not required.
2. Plumas seeks authority to provide full facilities-based competitive local exchange, access, and interexchange services in the service territories of AT&T and Frontier, specifically, within the counties of Plumas, Sierra, and Lassen and interexchange service throughout the state of California.
3. Plumas has a minimum of \$100,000 of cash or cash equivalent that is reasonably liquid and readily available to meet its start-up expenses.
4. Plumas has sufficient additional cash or cash equivalent to cover deposits that may be required by other telecommunications carriers in order to provide the proposed service.
5. Plumas's management possesses sufficient experience, knowledge, and technical expertise to provide local exchange and interexchange services to the public.
6. No one associated with or employed by Plumas as an affiliate, officer, director, partner, or owner of more than 10% of Plumas was previously associated with a telecommunications carrier that filed for bankruptcy, or was sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule, or order.
7. No one associated with or employed by Plumas as an affiliate, officer, director, partner, or owner of more than 10% of Plumas was previously associated with any telecommunications carrier that has been found either civilly or criminally liable by a court of appropriate jurisdiction for a violation of § 17000 et seq. of the California Business and Professions Code, or for any actions

which involved misrepresentations to consumers, nor is currently under investigation for similar violations.

8. Because its initial services will be competitively priced broadband services, Plumas need not submit a proposed local exchange tariff.

9. Plumas provided a map of the location of its proposed service territory.

10. Plumas provided an estimate of its customer base for the first and fifth year of operation.

11. The Commission is the lead agency under CEQA with respect to the environmental review of the Plumas Sierra Broadband Project and preparation of the Draft and Final Mitigated Negative Declaration.

12. A Draft and Final Mitigated Negative Declaration was prepared by the Commission staff pursuant to the CEQA Guidelines.

13. A Draft Mitigated Negative Declaration was published for public comment between May 3, 2011, and June 3, 2011.

14. All comments received have been responded to in the Final Mitigated Negative Declaration, a summary of which is attached in Attachment A.

15. With the implementation of the mitigation measures identified in the Final Mitigated Negative Declaration, all environmental impacts are reduced to less-than-significant.

16. We conclude that the Final MND is competent, comprehensive, and has been completed in compliance with CEQA and the Public Resources Code.

17. We have reviewed and considered the Final MND prior to approving the Project.

18. We find that the Final MND reflects our independent judgment.

Conclusions of Law

1. Plumas Sierra Telecommunications should be granted a CPCN to provide full facilities-based competitive local exchange access and interexchange service in the service territories of Pacific Bell Telephone Company d/b/a AT&T California and Citizens Telecommunications Company of California, Inc., d/b/a Frontier Communications Company of California Inc., and interexchange service in the state of California, subject to the terms and conditions set forth in the Ordering Paragraphs.
2. Plumas Sierra Telecommunications, once granted a CPCN, should be subject to the applicable Commission rules, decisions, General Orders, and statutes that pertain to California public utilities.
3. Plumas Sierra Telecommunications will be subject to any rules, regulations, or policies resulting from R.06-10-006.
4. The Final Mitigated Negative Declaration should be adopted by the Commission as adequate for our decision-making purposes pursuant to CEQA.
5. The mitigation measures identified in the Final Mitigated Negative Declaration and the Mitigation Monitoring Compliance and Reporting Program should be adopted by the Commission and made conditions of project approval.

O R D E R

IT IS ORDERED that:

1. A certificate of public convenience and necessity is granted to Plumas Sierra Telecommunications to provide full facilities-based competitive local exchange access and interexchange service in the service territories of Pacific Bell Telephone Company d/b/a AT&T California and Citizens Telecommunications Company of California, Inc., d/b/a Frontier Communications Company of

California Inc., and interexchange service in the state of California, subject to the terms and conditions set forth below.

2. The Final Mitigated Negative Declaration, a summary of which is attached in Attachment A, is hereby adopted pursuant to California Environmental Quality Act Guidelines and the Public Resources Code and must be used by Responsible Agencies when issuing discretionary approvals.
3. The mitigation measures developed in the Final Mitigated Negative Declaration to avoid or lessen impacts to the environment and specified in the Mitigation Monitoring Compliance and Reporting Program are adopted and imposed as conditions of project approval.
4. The Commission's Executive Director shall supervise and oversee the Plumas Sierra Broadband Project insofar as it relates to monitoring and enforcement of the mitigation measures described in the Final Mitigated Negative Declaration.
5. The Executive Director may delegate such supervision and oversight duties to the Commission staff or outside staff.
6. Plumas Sierra Telecommunications must be subject to any rules, regulations, or policies resulting from R.06-10-006.
7. The corporate identification number assigned to Plumas Sierra Telecommunications, U7218C, must be included in the caption of all original filings with this Commission, and in the titles of other pleadings filed in existing cases.
8. In addition to all the requirements applicable to competitive local exchange carriers and interexchange carriers included in Attachments B, C, and D to this decision, Plumas Sierra Telecommunications is subject to the Consumer Protection Rules contained in General Order 168, and all applicable Commission

rules, decisions, General Orders, and statutes that pertain to California public utilities.

9. Plumas Sierra Telecommunications must file, in this docket, a written acceptance of the certificate granted in this proceeding within 30 days of the effective date of this order.

10. Plumas Sierra Telecommunications must annually pay the user fee and public purpose surcharges specified in Attachment B. Per the instructions in Exhibit E to Decision 00-10-028, the Combined California Public Utilities Commission Telephone Surcharge Transmittal Form must be submitted even if the amount due is \$0. Under Public Utilities Code Section 405, carriers that are in default of reporting and submitting user fees for a period of 30 days or more will be subject to penalties including suspension or revocation of their authority to operate in California. Therefore, carriers must report user fees even if the amount due is \$0.

11. Prior to initiating service, Plumas Sierra Telecommunications must provide the Commission's Consumer Affairs Branch with the name and address of its designated contact person(s) for purposes of resolving consumer complaints. This information must be updated if the name or telephone number changes, or at least annually.

12. Plumas Sierra Telecommunications must notify the Director of the Communications Division in writing of the date that local exchange service is first rendered to the public, no later than five days after service first begins.

13. Plumas Sierra Telecommunications must file an affiliate transaction report with the Director of the Communications Division, in compliance with Decision 93-02-019, on a calendar year basis with the information contained in Attachment D.

14. Plumás Sierra Telecommunications must file an annual report with the General Order 104-A, on a calendar-year basis with the information contained in Attachment C to this decision.

15. Application 11-02-014 is closed.

This order is effective today.

Dated June 23, 2011, at San Francisco, California.

MICHAEL R. PEEVEY
President
TIMOTHY ALAN SIMON
MICHEL PETER FLORIO
CATHERINE J.K. SANDOVAL
MARK J. FERRON
Commissioners

EXHIBIT C

Michelle Bracha

From: Michael Vergara
Sent: Thursday, February 13, 2020 2:37 PM
To: gretchenstuhr@countyofplumas.com
Cc: CSettlemire@countyofplumas.com; ToddJohns@countyofplumas.com; Hydrick, Gabriel; Bob Marshall; Aaron Whitfield
Subject: RE: Radio Hill issue
Attachments: Mike Grant's 12302019 Email To CNT.PDF

Dear Ms. Stuhr,

My office serves as General Counsel for Plumas-Sierra Rural Electric Cooperative, and its wholly owned subsidiary, Plumas Sierra Telecommunications, Inc. (PST). I am following-up on Bob Marshall's email below.

I have reviewed with increasing concern the email exchanges between Mike Grant, members of PST staff, and staff members for PST's customer, CalNeva Towers (CNT), regarding PST's facilities located on Radio Hill. I do not know Mr. Grant, and I don't know what authority, real or imagined, he has regarding Plumas County's control over access to PST's facilities on Radio Hill. I can assure you, however, neither Mr. Grant nor the County has the authority suggested by Mr. Grant in the emails he recently sent to a CNT (see attached), or his 2/3 email below.

Accompanying Mr. Marshal's 2/7 email to you are documents establishing the following material facts: (1) PST constructed and installed conduit, fiber-optic cable, and related equipment and facilities in a vault (Meet-Me Box) on Radio Hills; (2) PST constructed the Meet-Me Box on Radio Hill after applying for and receiving an encroachment permit from the Plumas County Department of Public Works; and (3) The California Public Utilities Commission (PUC) determined that PST is non-dominant interexchange carrier, and based on that determination, issued PST a Certificate of Public Convenience and Necessity (CPCN). Having received the CPCN from the PUC, PST's fiber-optic cable on Radio Hill is a "telephone line," and PST qualifies as a "telephone corporation" under Public Utilities Code §7901. (*Williams Communications LLC v. City of Riverside* (2003) 114.Cal.App.4th 642, 649-650 (*Williams*)). Thus, PST has an absolute right to place its facilities in County right-of-ways subject only to reasonable time, place, and manner restrictions allowed under Government Code §50030 (e.g., encroachment permit). (*Williams*, *supra*, 114 Cal.App.4th at pp. 654-655.) Any County permit issued under Government Code §50030, however, cannot exceed the reasonable cost of administering the permit, and cannot "be levied for general revenue purposes." The County has no other authority over PST's Meet-Me Box on Radio Hill.

In several emails from Mr. Grant sent to CNT and PST staff he has stated that the County will not approve encroachment permits to PST customers seeking to connect to PST's Radio Hill facilities until PST first enters into a "contract" with the County allowing PST to provide such service. As provided above, however, neither Mr. Grant nor the County has the authority to require PST to enter into any such contract.

Moreover, Mr. Grant states in his 2/7 email below that granting PST customers an encroachment permit for Radio Hill will "conflict with what the County Communications Committee had [sic.] decided...." I have reviewed the County's website and I am unable to find any reference to the "County Communications Committee." I found a link to the County's "Safety Communications Advisory Committee," but when I looked for an agenda and minutes supporting Mr. Grant's statement, I can only find an agenda for a meeting conducted on May 23, 2016, and a Request for Proposal issued by the committee on April 18, 2017. Neither of these documents support Mr. Grant's statement regarding a committee decision. Such a committee and its decisions are subject to the Brown Act, and failure to satisfy the requirements of that act subjects to County to legal action.

I am advised that CNT applied for an encroachment permit to connect its facilities to PST's facilities in the Meet-Me Box. I'm also advised that acting on Mr. Grant's decrees, the County Department of Public Works (DPW) has declined to issue the permit. This denial is without legal authority, and is causing both PST and CNT to incur damages. Therefore, I request that you instruct DPW to immediately issue an encroachment permit to CNT, or direct DPW to provide CNT with a written explanation why the permit is denied. Thus far, DPW has failed to provide a formal written basis for its denial of CNT's application.

Thank you in advance for your prompt response to this request. If you want to discuss this matter with me please let me know when you are available for a call.

Best Regards,

Mike

Michael Vergara

Attorney

SOMACH SIMMONS & DUNN ATTORNEYS AT LAW
500 CAPITOL MALL, SUITE 1000 SACRAMENTO, CA 95814

(916) 446-7979 OFFICE
(916) 469-3824 DIRECT
(916) 769-2578 MOBILE

SOMACHLAW.COM | [BIO](#) | [LINKEDIN](#) | [VCARD](#) | [MAP](#) | MVERGARA@SOMACHLAW.COM

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From: Bob Marshall <marshall@psln.com>
Sent: Friday, February 7, 2020 3:47 PM
To: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; ToddJohns@countyofplumas.com; gretchenstuhr@countyofplumas.com
Cc: CSettlemire@countyofplumas.com; Michael Vergara <mvergara@somachlaw.com>; Aaron Whitfield <a whitfield@psrec.coop>
Subject: Radio Hill issue

Dear Mr. Hydrick, Ms. Stuhr, and Sheriff Johns,

As I discussed with two of you, we have an issue with expanding service on Radio Hill.

At the request of Asst. Counsel Stuhr, i have enclosed our letter to Mike Grant from Feb. 3rd. His response is below.

I am sharing our perspective today, with the hope of quickly resolving this situation. Our customer is anxious to work on bringing better cellular service to our region and we are losing money with delays.

I am available via email or my cell at 530-249-1449.

Sincerely,

Bob Marshall
General Manager
PSREC

PST

From: Mike Grant <mgrant@pcso.net>
Sent: Monday, February 03, 2020 11:43 AM
To: Aaron Whitfield <a whitfield@psrec.coop>
Cc: 'Settemire, Craig' <CSettlemire@countyofplumas.com>; tjohns@pcso.net
Subject: RE: Radio Hill--Cal Neva towers

Aaron,

First of all, I did not deny anything, I brought up a number of matters to Public Works which makes your project in conflict with what the County Communications Committee had decided and in conflict with your valid encroachment permit. I have told you about all these issues more than once, but you fail to act accordingly.

While Public Works holds your underground encroachment permit for Radio Hill, they assure me it is not consistent with the location of the line. In fact your installing the line outside of the terms of the encroachment permit held up our project at the site for some time and which was costly to the County. All we did with PST was ask that you get your paperwork corrected and move the line. You partially moved the line but did not put it where it would not be affected by construction and you never took care of your encroachment permit corrections.

I subsequently told your staff, and I believe you, that one of your boxes was damaged during all the construction at the site (three separate projects, buy three different entities). Someone from PST came up and looked at it many months ago and it is still not fixed, nor, again, is there a valid encroachment permit in place to have it in the current location. A box further downhill has a placement that has caused a hazard on the road therefore liability for the County. That was supposed to be repaired by PST more than two years ago, but has yet to happen.

Also you have other equipment on County property, away from Radio Hill, that PST and PSREC has failed to proceed with the contract process for, despite many requests to do so. This too has cost the County financially and should be corrected

I'll defer this matter to County Counsel's Office and let him decide the best course of action moving forward.

Regards,

Mike Grant
Plumas Co Sheriff's Office
1400 E Main St
Quincy, CA 95971

530-283-7440 o
530.283-6344 f

mgrant@pcso.net

From: Aaron Whitfield [<mailto:awhitfield@psrec.coop>]
Sent: Monday, February 3, 2020 11:01 AM
To: Mike Grant <mgrant@pcso.net>
Cc: csettemire@countyofplumas.com; markcrews@countyofplumas.com; Bob Marshall <bmarshall@pst.coop>; Bill Newberg <bnewberg@psrec.coop>; mvergara@somachlaw.com; Aaron Whitfield <awhitfield@psrec.coop>
Subject: Radio Hill--Cal Neva towers

Dear Mr. Grant,

Please see attached correspondence regarding Radio Hill—Cal Neva towers.

Aaron Whitfield
CHIEF OPERATING OFFICER
Plumas-Sierra Telecommunications
530.832.6003

From: contracts@calnevatowers.com <contracts@calnevatowers.com>
Sent: Thursday, January 23, 2020 1:10 PM
To: Aaron Whitfield <awhitfield@psrec.coop>
Cc: Joe Couto <jcouto@pst.coop>; james@calnevatowers.com
Subject: RE: FW: Radio Hill

Hello Aaron,

We have reached a stand still with the County and the Sheriff. We have been informed by the county that permit cannot be issued for our work without the sheriff's office consent. Mike Grant has confirmed that no permit for our work will be issued until Plumas Sierra Telecommunications amends all outstanding issues with the County and the Sheriff. Below you will find the responses that both the County and CalNeva received from Mike Grant:

Mike Grant 12/30/2019:

"PST does not have a valid encroachment permit that allows them to connect to anyone, including the existing customer they have at the site. They also have some required changes they need to complete with their existing installation, that they previously agreed to do, but now seem to be trying to avoid. PST is aware of the contract and change requirements and has met with my department to discuss them. When they want to take care of these issues is, for the most part, up to them, so the ball is in their court.

The solution is simple, PST just needs to go forward with a contract to provide services on Radio Hill. As soon as they start that process, your company can do the same thing so we limit any further delays."

Mike Grant 12/31/2019:

"Plumas Sierra Telecommunications (PST) does not have a current easement, encroachment permit or contract that allows them to sell services on Radio Hill. This has been discussed by our respective offices numerous times. In addition, PST has been told multiple times their current connection on Radio Hill that serves the US Cellular facility requires a contract to sell their services. They have also been told the same thing regarding any connection for CalNEVA towers. We have that boilerplate contract approved by County Counsel and I have told both companies it is available for them to complete the needed exhibits and we could then move forward with approval... Apparently PST has told CalNEVA Towers there is no such requirement and their permit with Public Works covers the required connection but as far as I know, they have never provided the source documentation. Also, please note, that County Counsel said the current connection PST has with US Cellular could be construed as a gift of public funds and should be corrected by an appropriate contract.

PST has also been told they need to repair one pull box (damaged) and add a new pull box suitable for vehicle traffic to bring the access road at the site up to grade. While they have said they would complete that work, there has been no movement on their part. Any contract (not an Encroachment Permit) should cover that requirement."

When will all outstanding issues be corrected with Plumas County and the Sheriff so that we can proceed with getting this permit issued through Plumas County?

Thank you,

<image003.jpg>

Andrea Monks

Contracts Department
Administrative Assistant
454 W. Stuart Road
Bellingham, WA 98226

EXHIBIT D

Michelle Bracha

From: Michael Vergara
Sent: Monday, February 17, 2020 2:01 PM
To: Stuhr, Gretchen
Cc: Settlemire, Craig; Johns, Todd; Hydrick, Gabriel; Bob Marshall; Aaron Whitfield; Alyson Ackerman
Subject: RE: Radio Hill issue
Attachments: CalNeva Towers - Notice to Terminate Order 9-27-2019.pdf

Gretchen,

Late last Friday afternoon my client received the attached Notice of Termination from CalNeva Towers (CNT). Thus, what were potential claims for intentional interference with contract, prospective economic advantage, etc., have now become actual claims. As the direct result of the County's wrongful denial of CNT's application for an encroachment permit, Plumas Sierra Telecommunications (PST) has sustained actual damages in excess of \$80,000. I have asked PST staff to determine if CNT will reconsider its termination of the contract if the County immediately issues CNT the requested encroachment permit. If CNT will not reconsider, I will submit a claim for damages to the Plumas County Board of Supervisors.

Under these circumstances, I encourage you to conduct whatever department consultations you require to quickly resolve this matter.

Best Regards,

Mike

Michael Vergara

Attorney

SOMACH SIMMONS & DUNN ATTORNEYS AT LAW
500 CAPITOL MALL SUITE 1000 SACRAMENTO, CA 95814

(916) 446-7979 | OFFICE
(916) 469-3824 | DIRECT
(916) 769-2578 | MOBILE

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From: Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>
Sent: Friday, February 14, 2020 4:19 PM
To: Michael Vergara <mvergara@somachlaw.com>
Cc: Settlemire, Craig <CSettlemire@countyofplumas.com>; Johns, Todd <ToddJohns@countyofplumas.com>; Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; Bob Marshall <marshall@psln.com>; Aaron Whitfield <aawhitfield@psrec.coop>
Subject: RE: Radio Hill issue

Mr. Vergara,

I am in receipt of both this email and the one you sent to me subsequent to this one. I am in the process of reviewing all the information provided to me from Mr. Marshall, yourself and the information within our office. I hope to schedule a meeting with the County departments involved within the next week. Someone, either myself or Craig, will be in touch with you later next week. Thank you.

Regards,

Gretchen Stuhr
Deputy County Counsel III
520 Main Street
Quincy, CA 95971
(530) 283-6240

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From: Michael Vergara <mvergara@somachlaw.com>
Sent: Thursday, February 13, 2020 2:37 PM
To: Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>
Cc: Settlemire, Craig <CSettlemire@countyofplumas.com>; Johns, Todd <ToddJohns@countyofplumas.com>; Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; Bob Marshall <marshall@psln.com>; Aaron Whitfield <a whitfield@psrec.coop>
Subject: RE: Radio Hill issue

Dear Ms. Stuhr,

My office serves as General Counsel for Plumas-Sierra Rural Electric Cooperative, and its wholly owned subsidiary, Plumas Sierra Telecommunications, Inc. (PST). I am following-up on Bob Marshall's email below.

I have reviewed with increasing concern the email exchanges between Mike Grant, members of PST staff, and staff members for PST's customer, CalNeva Towers (CNT), regarding PST's facilities located on Radio Hill. I do not know Mr. Grant, and I don't know what authority, real or imagined, he has regarding Plumas County's control over access to PST's facilities on Radio Hill. I can assure you, however, neither Mr. Grant nor the County has the authority suggested by Mr. Grant in the emails he recently sent to a CNT (see attached), or his 2/3 email below.

Accompanying Mr. Marshall's 2/7 email to you are documents establishing the following material facts: (1) PST constructed and installed conduit, fiber-optic cable, and related equipment and facilities in a vault (Meet-Me Box) on Radio Hills; (2) PST constructed the Meet-Me Box on Radio Hill after applying for and receiving an encroachment permit from the Plumas County Department of Public Works; and (3) The California Public Utilities Commission (PUC) determined that PST is non-dominant interexchange carrier, and based on that determination, issued PST a Certificate of Public Convenience and Necessity (CPCN). Having received the CPCN from the PUC, PST's fiber-optic cable on Radio Hill is a "telephone line," and PST qualifies as a "telephone corporation" under Public Utilities Code §7901. (*Williams Communications LLC v. City of Riverside* (2003) 114 Cal.App.4th 642, 649-650 (*Williams*)). Thus, PST has an absolute right to place its facilities in County right-of-ways subject only to reasonable time, place, and manner restrictions allowed under Government Code §50030 (e.g., encroachment permit). (*Williams*, *supra*, 114 Cal.App.4th at pp. 654-655.) Any County permit issued under Government Code §50030, however, cannot exceed the reasonable cost of administering

the permit, and cannot "be levied for general revenue purposes." The County has no other authority over PST's Meet-Me Box on Radio Hill.

In several emails from Mr. Grant sent to CNT and PST staff he has stated that the County will not approve encroachment permits to PST customers seeking to connect to PST's Radio Hill facilities until PST first enters into a "contract" with the County allowing PST to provide such service. As provided above, however, neither Mr. Grant nor the County has the authority to require PST to enter into any such contract.

Moreover, Mr. Grant states in his 2/7 email below that granting PST customers an encroachment permit for Radio Hill will "conflict with what the County Communications Committee had [sic.] decided...." I have reviewed the County's website and I am unable to find any reference to the "County Communications Committee." I found a link to the County's "Safety Communications Advisory Committee," but when I looked for an agenda and minutes supporting Mr. Grant's statement, I can only find an agenda for a meeting conducted on May 23, 2016, and a Request for Proposal issued by the committee on April 18, 2017. Neither of these documents support Mr. Grant's statement regarding a committee decision. Such a committee and its decisions are subject to the Brown Act, and failure to satisfy the requirements of that act subjects to County to legal action.

I am advised that CNT applied for an encroachment permit to connect its facilities to PST's facilities in the Meet-Me Box. I'm also advised that acting on Mr. Grant's decrees, the County Department of Public Works (DPW) has declined to issue the permit. This denial is without legal authority, and is causing both PST and CNT to incur damages. Therefore, I request that you instruct DPW to immediately issue an encroachment permit to CNT, or direct DPW to provide CNT with a written explanation why the permit is denied. Thus far, DPW has failed to provide a formal written basis for its denial of CNT's application.

Thank you in advance for your prompt response to this request. If you want to discuss this matter with me please let me know when you are available for a call.

Best Regards,

Mike

Michael Vergara

Attorney

SOMACH SIMMONS & DUNN ATTORNEYS AT LAW
500 CAPITOL MALL SUITE 1000 SACRAMENTO, CA 95814

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From: Bob Marshall <marshall@psln.com>

Sent: Friday, February 7, 2020 3:47 PM

To: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; ToddJohns@countyofplumas.com;

gretchenstuhr@countyofplumas.com

Cc: CSettlemire@countyofplumas.com; Michael Vergara <mvergara@somachlaw.com>; Aaron Whitfield

<a whitfield@psrec.coop>

Subject: Radio Hill issue

Dear Mr. Hydrick, Ms. Stuhr, and Sheriff Johns,

As I discussed with two of you, we have an issue with expanding service on Radio Hill.

At the request of Asst. Counsel Stuhr, i have enclosed our letter to Mike Grant from Feb. 3rd. His response is below.

I am sharing our perspective today, with the hope of quickly resolving this situation. Our customer is anxious to work on bringing better cellular service to our region and we are losing money with delays.

I am available via email or my cell at 530-249-1449.

Sincerely,

Bob Marshall
General Manager
PSREC
PST

From: Mike Grant <mgrant@pcso.net>
Sent: Monday, February 03, 2020 11:43 AM
To: Aaron Whitfield <awhitfield@psrec.coop>
Cc: 'Settemire, Craig' <CSettemire@countyofplumas.com>; tjohns@pcso.net
Subject: RE: Radio Hill--Cal Neva towers

Aaron,

First of all, I did not deny anything, I brought up a number of matters to Public Works which makes your project in conflict with what the County Communications Committee had decided and in conflict with your valid encroachment permit. I have told you about all these issues more than once, but you fail to act accordingly.

While Public Works holds your underground encroachment permit for Radio Hill, they assure me it is not consistent with the location of the line. In fact your installing the line outside of the terms of the encroachment permit held up our project at the site for some time and which was costly to the County. All we did with PST was ask that you get your paperwork corrected and move the line. You partially moved the line but did not put it where it would not be affected by construction and you never took care of your encroachment permit corrections.

I subsequently told your staff, and I believe you, that one of your boxes was damaged during all the construction at the site (three separate projects, buy three different entities). Someone from PST came up and looked at it many months ago and it is still not fixed, nor, again, is there a valid encroachment permit in place to have it in the current location. A box further downhill has a placement that has caused a hazard on the road therefore liability for the County. That was supposed to be repaired by PST more than two years ago, but has yet to happen.

Also you have other equipment on County property, away from Radio Hill, that PST and PSREC has failed to proceed with the contract process for, despite many requests to do so. This too has cost the County financially and should be corrected

I'll defer this matter to County Counsel's Office and let him decide the best course of action moving forward.

Regards,

Mike Grant
Plumas Co Sheriff's Office
1400 E Main St
Quincy, CA 95971

530-283-7440 o
530.283-6344 f

mgrant@pcso.net

From: Aaron Whitfield [<mailto:awhitfield@psrec.coop>]
Sent: Monday, February 3, 2020 11:01 AM
To: Mike Grant <mgrant@pcso.net>
Cc: csettemire@countyofplumas.com; markcrews@countyofplumas.com; Bob Marshall <bmarshall@pst.coop>; Bill Newberg <bnewberg@psrec.coop>; mvergara@somachlaw.com; Aaron Whitfield <awhitfield@psrec.coop>
Subject: Radio Hill--Cal Neva towers

Dear Mr. Grant,

Please see attached correspondence regarding Radio Hill—Cal Neva towers.

Aaron Whitfield
CHIEF OPERATING OFFICER
Plumas-Sierra Telecommunications
530.832.6003



A Subsidiary of StarTouch, Inc.
454 W. Stuart Road • Bellingham, WA 98226 • 888-733-0203

February 14, 2020

To: Plumas Sierra Telecommunications, Inc.
ATTN: Chief Operations Officer
73233 State Route 70
Portola, CA 96122

Re: CalNeva Towers
Billing Account: CTR
Order Date: 9/27/2019
Service Locations: Radio Hill-Quincy, Herlong Tower
Notice to Terminate

Dear Aaron,

Please consider this our notice to terminate the Service Quote dated 9/27/2019 effective immediately. CalNeva Towers has received notice from the Plumas County Sheriff's Department that Plumas Sierra Telecommunications is not legally allowed to sell services to anyone at the A-Location (Radio Hill – Quincy, CA) in this order. CalNeva Towers has, in good faith, waited for over four months for Plumas Sierra Telecommunications to resolve all outstanding issues with the Plumas County Sheriff, the Communications Committee, and Plumas County Public Works, all while incurring SLA violations from our end user. My staff and I have requested, numerous times, what the next steps will be to resolve issues, timelines to resolve issues, and any information you can provide on this matter. Because we have waited for over four months with no resolve, we have no choice but to terminate the order effective immediately.

Attached you will find the notices we received from the Plumas County Sheriff regarding the A-Location on this order.

Sincerely,


Keith Scheffer, CEO



A Subsidiary of StarTouch, Inc.
454 W. Stuart Road • Bellingham, WA 98226 • 888-733-0203

From: Mike Grant <mgrant@pcso.net>
Sent: Wednesday, November 6, 2019 7:49 PM
To: Contracts@calnevaturers.com
Subject: RE: Radio Hill Easement

Right now your biggest single issue is getting Plumas Sierra Telecommunications to enter into an agreement with the County to sell their services to users on Radio Hill and complete their easement/encroachment permit to the area you want to connect at. Until that is in place, there is not much I can do for you.

Mike Grant
Plumas Co Sheriff's Office
1400 E Main St
Quincy, CA 95971

530-263-7440 o
530-263-6344 f

mgrant@pcso.net



A Subsidiary of StarTouch, Inc.
454 W. Stuart Road • Bellingham, WA 98226 • 888-733-0203

From: Mike Grant <mdgrant105@gmail.com>
Sent: Friday, December 20, 2019 6:59 PM
To: Crews, Mark <MarkCrews@countyofplumas.com>
Cc: Mike Grant (mgrant@pcso.net) <mgrant@pcso.net>; Perreault, Bob <BobPerreault@countyofplumas.com>; Blackwell, Joe <JoeBlackwell@countyofplumas.com>; Johns, Todd <ToddJohns@countyofplumas.com>
Subject: Re: CalNeva Towers - Fiber Optic Connection

Mark,

I do. Plumas Sierra Telecommunications (PST) does not have a current easement, encroachment permit or contract that allows them to sell services on Radio Hill. This has been discussed by our respective offices numerous times. In addition, PST has been told multiple times their current connection on Radio Hill that serves the US Cellular facility requires a contract to sell their services. They have also been told the same thing regarding any connection for CalNEVA towers. We have that boilerplate contract approved by County Counsel and I have told both companies it is available for them to complete the needed exhibits and we could then move forward with approval. I will add I have told CalNEVA towers that the PST contract needs to be in place, for obvious reasons, before we could consider a contract with them for a connection. Apparently PST has told CalNEVA Towers there is no such requirement and their permit with Public Works covers the required connection but as far as I know, they have never provided the source documentation. Also, please note, that County Counsel said the current connection PST has with US Cellular could be construed as a gift of public funds and should be corrected by an appropriate contract.

PST has also been told they need to repair one pull box (damaged) and add a new pull box suitable for vehicle traffic to bring the access road at the site up to grade. While they have said they would complete that work, there has been no movement on their part. Any contract (not an Encroachment Permit) should cover that requirement.

It appears PST and CalNEVA Towers is trying to circumvent the process (in PST's case, again), which was set by the County Communication's Committee. In my conversations with the CalNEVA Towers staff, they told my your office previously required approval from the County Communications Committee before any permit could be issued. Is that still the case?

Mike



A Subsidiary of StarTouch, Inc.

✉ 454 W. Stuart Road • Bellingham, WA 98226 • ☎ 888-733-0203

From: Mike Grant <mgrant@pcso.net>
Sent: Monday, December 30, 2019 7:15 AM
To: James@CalNevaTowers.com
Subject: Re: Radio Hill - Encroachment Permit

James,

I was off last week and did not get to this email until this morning. Sorry for the delay. I did get a request from Public Works to comment on your request, which I provided.

As I have told you numerous times, the direction from the County is that every customer who provides a service at Radio Hill which they charge for, must have a contract with the County. Trying to circumvent that process by applying for a special use or encroachment permit is not consistent with the direction the County has decided to take and certainly not what I have told you needs to happen.

PST does not have a valid encroachment permit that allows them to connect to anyone, including the existing customer they have at the site. They also have some required changes they need to complete with their existing installation, that they previously agreed to do, but now seem to be trying to avoid. PST is aware of the contract and change requirements and has met with my department to discuss them. When they want to take care of these issues is, for the most part, up to them, so the ball is in their court.

The solution is simple, PST just needs to go forward with a contract to provide services on Radio Hill. [REDACTED]

I would suggest you ask PST what their timeline is for securing a contract for the services they wish to sell to you on Radio Hill. Maybe that will get the ball rolling.

Best,

Mike Grant
Plumas Co Sheriff's Office
1400 E Main St
Quincy, CA 95971

530-283-7440 o
530-283-6344 f

mgrant@pcso.net



500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814
OFFICE: 916-446-7979 FAX: 916-446-8199
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ENCLOSURE MEMORANDUM

Via Fed Ex

TO: Nancy L. DaForno
Clerk of the Board
520 Main Street, Room 309
Quincy, CA 95971

FROM: Michael E. Vergara, Attorney for Plumas Sierra Telecommunications

SUBJECT: Claim Against the County of Plumas

CLAIMANT: Plumas Sierra Telecommunications

DATE: August 13, 2008

Enclosed please find Plumas Sierra Telecommunications' Claim Against the County of Plumas (Claim Form), along with Exhibits A through D. We would appreciate your returning a copy of the Claim Form confirming date of receipt of the Claim Form by the County. We have included an extra copy of the Claim Form and a self-addressed, stamped envelope for your convenience.

Thank you in advance for your attention to this matter.