

**PLUMAS LAFCo**  
**REGULAR MEETING AGENDA**

**MONDAY October 18, 2021**

**10:00 AM**

BOARD OF SUPERVISORS CHAMBERS - PLUMAS COUNTY COURTHOUSE

520 Main Street  
QUINCY, CALIFORNIA

**Website: [www.plumaslafco.org](http://www.plumaslafco.org)**

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it Live at  
<http://plumascoca.suiteonemedia.com/web/Home.aspx>

ZOOM Participation

*You may use your computer or smart device to watch the video conference and make comments by downloading the Zoom ICloud Conference app or on the Zoom website, or you may dial in with your phone for audio only. See below for instructions on how to join.*

The LAFCO meeting is accessible for public comment via live streaming at:  
<https://us02web.zoom.us/j/84740785845?pwd=VjAvVmhRY3ZZL2d6aHVuYt0TkpmZ09>

or by phone at:

Phone Number 1-669-900-9128

Meeting ID: 847 4078 5845

Passcode: 239354

If you have any problems joining the meeting, please call LAFCo at (530)283-7069.

This meeting is being agendized to allow staff and the public to participate via teleconference or other electronic means pursuant to the Governor's Executive Orders N-25-20 & N-29-20 and dated March 12 & 17, 2020. These Executive Orders authorize local legislative bodies to hold a public meeting via teleconference and to make public meetings accessible telephonically to all members of the public and staff in effort to observe social distancing recommendations in effect for the entire country.

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Commissioners:

Bill Powers, City Member, Chair  
Sharon Thrall, County Member, Vice Chair  
Tom Cooley, City Member  
Kevin Goss, County Member  
Matthew Haesche, Public Member  
Terry Swofford, Public Member Alt.  
Jeff Engel, County Member Alt.  
Pat Morton, City Member Alt.

Staff:

Jennifer Stephenson, Executive Officer  
John Benoit, Deputy Executive Officer  
Cheryl Kolb, Clerk  
P. Scott Browne, Counsel

**MEETING - CONVENES AT 10:00 A.M.**

**1. CALL TO ORDER: Pledge of Allegiance and Roll Call**

**2. Approval of Agenda (additions or deletions)**

**3. Correspondence:**

a) *CALAFCO letter and information*

**4. CONSENT ITEM (S)**

b) *Approval of the June 14, 2021 LAFCo minutes*

c) *Approval of the July 12, 2021 LAFCo minutes*

**5. Public Comment**

*Members of the public are invited to address the Commission on any matter of interest to the public that is not on the agenda for a period of time not exceeding 5 minutes. Pursuant to the Brown Act, the Commission cannot take any action on items not listed on the posted agenda but may add to a future agenda matters brought up under public comments for appropriate action at a future meeting.*

**6. Authorize payment of Claims for July, August, September 2021.**

a) *Authorize payment of claims July, August, September 2021.*

## **PUBLIC HEARINGS and ACTION ITEMS:**

### **7. Receive Report on AB 361 and Consider Resolution 2021-0006**

- a) Receive Executive Officer's Report*
- b) Consider Resolution 2021-0006 authorizing pursuant to AB 361 continued remote teleconference meetings of Plumas LAFCo*

### **8. Hamilton Branch CSD Annexation Application (File 2021-0001) and Protest Hearing**

- a) Receive protests submitted at protest hearing held on September 23, 2021 at 9am and related Administrative Order.*

### **9. Beckwourth Fire Protection District Out of Agency` Service Application**

- a) Review Executive Officer's report.*
- b) Receive Administrative Order approving OASA application*

### **10. Prioritization of 21-22 Municipal Service Review Workplan**

- a) Status of work completed to date*
- b) Discussion*
- c) Provide direction to staff regarding order of priority for subject districts*

### **11. LAFCo Role During Wildfire Rebuilding**

- a) Report on past practices in other counties.*
- b) Discussion.*

### **12. Cemetery SOI Report**

- a) Update on cemetery district reorganization discussions.*
- b) Continue SOI adoption to next regular LAFCo meeting.*

### **13. Election of Chair and Vice-Chair for FY 2021-2022**

- a) Election of the LAFCo Chair for FY 2021-2022*
- b) Election of the LAFCo Vice-Chair for FY 2021-2022*

### **14. Executive Officer's Report**

- a) CALAFCO Leg Committee*
- b) Feather River Canyon CSD*
- c) CSDA Grant Funding*
- d) LESSG Report, Timeline, MSRs*

### **11. Commissioner Reports**

*This item is placed on the agenda for Commissioners to discuss items and issues of concern to their constituency, LAFCo, and legislative matters.*

**12. Adjourn to next regular meeting.**

**LAFCo's next regular meeting to take place 10:00 am on December 13, 2021**

The Commission may take action upon any item listed on the agenda. Unless otherwise noted, items may be taken up at any time during the meeting.

**Any member appointed on behalf of local government shall represent the interests of the public as a whole and not solely the interest of the appointing authority**  
**Government Code Section 56325.1**

**Accessibility**

An interpreter for the hearing-impaired may be made available upon request to the Executive Officer 72 hours before a meeting.

The location of this meeting is wheelchair-accessible. If other accommodations are required to assist a person with a disability to participate in the meeting, please contact the Commission Clerk 24 hours before the meeting as indicated below.

**Disclosure & Disqualification Requirements**

Any person or group of persons acting in concert who directly or indirectly contribute \$1,000 or more in support of or in opposition to a change of organization or reorganization that has been submitted to Plumas LAFCO must comply with the disclosure requirements of the Political Reform Act of 1974 applicable to local initiative measures to be submitted to the electorate. These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals; they may be reviewed at Government Code §§56700.1 and 81000 *et seq.* Additional information about the requirements pertaining to local initiative measures to be presented to the electorate can be obtained by calling the Fair Political Practices Commission at (916) 322-5660.

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**Late-Distributed Materials.** Any material submitted to the Commission after this agenda is posted will be made available for public inspection as soon as possible in the Plumas County Planning Department office at 555 Main Street, Quincy, CA. and at the LAFCo Webpage [www.plumaslafco.org](http://www.plumaslafco.org)

**Contact LAFCo Staff** LAFCo staff may be contacted at 530-283-7069 or by mail at LAFCo of Plumas County, 5050 Laguna Blvd #112-711, Elk Grove, CA 95758 or by email at [jennifer@pcateam.com](mailto:jennifer@pcateam.com) or by fax at 888-501-0395.

# Events Calendar – Special Sessions

## MARK YOUR CALENDARS NOW!

### Session details will be announced soon

Agenda Item #3a

#### CALAFCO BUSINESS & BOARD

##### OCTOBER

- 7 CALAFCO Elections (virtual) @ 8:00 a.m.
- 7 CALAFCO Annual Business Meeting (virtual) @ 9:00 am
- 8 CALAFCO Board of Directors Meeting (virtual) @ 11:00 am
- 22 CALAFCO Legislative Committee (virtual)

##### NOVEMBER

- 5 CALAFCO Legislative Committee (virtual)
- 12 CALAFCO Board of Directors Meeting (Sacramento)

##### DECEMBER

- 3 CALAFCO Legislative Committee (virtual)
- 8 Northern Region Roundtable (virtual) @ 8:30 – 10:00 am
- 8 Central Region Roundtable (virtual) @ 10:30 am – 12 pm
- 15 Southern Region Roundtable (virtual) @ 1:00 – 2:30 pm
- 15 Coastal Region Roundtable (virtual) @ 3:00 – 4:30 pm

#### SPECIAL EDUCATION SESSIONS FROM THE CONFERENCE PROGRAM

##### OCTOBER

- 8 Infrastructure and Cyber Security: What You Need to Know (webinar) @ 9:00 – 10:30 am  
*Featuring speakers from the Department of Homeland Security*
- 28 Post-pandemic Workforce Best Practices for Hiring Staff (webinar) @ 1:00 – 2:30 pm  
*Featuring speakers from Staffing/Recruiting firm and LAFCo legal counsel*

##### NOVEMBER

- 3 The New Era: State of the State in Terms of Extreme Water & Fire Issues and What it Means for LAFCo (webinar) @ 10:30 am – 12:00 pm  
*Featuring speakers from DWR, DPR, CAL Fire and LAFCo legal counsel*

##### DECEMBER

- 6 Throw Out the Historic Water Framework: What do LAFCos Do Now? (webinar) @ 1:30 – 3:00 pm  
*Featuring speakers from the Water Board, LAFCo Commissioner and LAFCo Executive Officer*

##### JANUARY 2022

- 10 You Can't Always Get What You Want – But You Can Make Sure You Got What You Agreed to Receive (webinar) @ 1:00 – 2:30 pm  
*Featuring speakers from HdL Coren & Cone, Former Assl. City Manager and Special District Board member/LAFCo Commissioner*

For current information and other CALAFCO resources  
please visit [www.calafco.org](http://www.calafco.org)



September 7, 2021

Dear CALAFCO Membership:

We continue to live in challenging times, dealing with the myriad of disruptive changes thrust upon us and our agencies including navigating our way through the roller coaster ride of the pandemic, the drought, unprecedented heat waves, another record-setting wildfire season, and figuring out how to maintain or increase current services with less resources. We remain proud of you, our members and business partners, who continue to demonstrate courage, resilience and leadership in the face of all these challenges.

As we planned our Annual Conference in Newport Beach for October 6 - 8 this year, and time marched on, it became very clear with only five weeks until the Conference that our registration numbers were going to be at an all-time low, with less than half of our normal attendance. After hearing from many of you, we understand there is hesitancy to travel and gather in large numbers with the various strains of COVID-19 continuing to increase. We are also keenly aware that this year many of you have slashed training and travel in your budgets.

*After careful thought and consideration, CALAFCO has decided to cancel this year's In-person Annual Conference which was scheduled for October 6 - 8 in Newport Beach.*

The Board met in a special meeting on September 2, 2021 and after considering all the facts (the staff report is posted on the CALAFCO website in the Board of Directors meeting area), unanimously voted to cancel the in-person event this year. The Board of Directors and Executive Director believe CALAFCO has an ethical and corporate responsibility to our members, guests, speakers, and their families. This responsibility includes mitigating as much as possible the spread of the virus and being responsible in our decisions to aid in the containment and protect the health and safety of our members. It also means mitigating any significant financial loss CALAFCO may incur by holding the event.

In addition to our concern for your health and safety, the substantial reduction in attendance would require CALAFCO to withdraw Fund Reserves of over \$33,000 to cover the loss caused by such low registration numbers. At any time, especially in these challenging fiscal times, that is not a responsible financial practice, and we believe we must continue to practice fiscal responsibility as the trusted steward of the Association's finances.

CALAFCO's primary mission is education and providing educational opportunities for our members. The Annual Conference is our signature event and one of the best ways we do that. And, this year is CALAFCO's 50<sup>th</sup> anniversary. Not holding the event this year is another year away from you, our membership. And we miss you!

We thank those of you who registered or planned to register and attend the Conference. We thank all of you who chose to sponsor this year's Conference. We also thank all our speakers who were busy preparing and working on their presentations. As we take our mission seriously and the program being planned was a good one, we plan to bring as many of those educational and networking opportunities as possible to you in a virtual format.

## So, what's next?

### CONFERENCE 2021 & 2022

- Staff successfully negotiated moving the 2021 event with the Hyatt Regency Newport Beach John Wayne Airport to next year with no penalty fees, and no increase in the contracted room rate from this year. We will keep the same dates as we had scheduled for 2022 which is October 19 - 21, 2022. The contract for 2022 which was with Tenaya Lodge in Yosemite was successfully moved to 2024 without penalty. Check the CALAFCO website for locations and dates for the next several years.

- We will celebrate CALAFCO's 50<sup>th</sup> + 1 next year!
- We will work with each of you to refund all registration payments made online in their entirety without any penalties.
- Any registrations received in the mail with a check will be returned (most checks were held and not cashed).
- For any registration checks received that were deposited, a full refund will be issued.
- We will also work with all our sponsors to do the same.
- All hotel reservations at the Hyatt must be cancelled. You are responsible for cancelling your own reservations, and you are encouraged to do that ASAP to avoid any possible late cancellation fee or no-show charges because this was a detail left undone.

#### **DELIVERY OF EDUCATION SESSIONS**

- Staff is working to schedule planned sessions (with exception of topical roundtables and legislative update) over the course of the next several months (October through January).
- A full schedule will be published as soon as we have confirmation from all our speakers on this change.

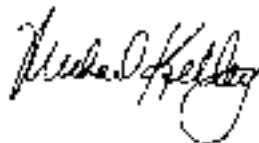
#### **ANNUAL BUSINESS MEETING - BOARD ELECTIONS - BOARD MEETING - ACHIEVEMENT AWARDS - REGIONAL ROUNDTABLES**

- The annual business meeting will be held as planned on October 7, 2021 at 9:00 a.m. It will be held virtually. The announcement, agenda and packet for the business meeting will be published shortly.
- Board elections will be held by all electronic ballot, just as was done in 2020. Watch for details coming out this week. The election committee will meet virtually October 7, 2021 at 8:00 a.m. to count the votes and certify the election (just before the annual business meeting).
- The Board meeting scheduled for in person October 8 at 7:30 a.m. will be held on October 8 at 11:00 a.m. virtually. The meeting agenda and packet will be published towards the end of September.
- The Achievement Awards will be presented during the Annual Business meeting on October 7, 2021 at 9:00 a.m.
- Regional Roundtables are being scheduled for early December (all LAFCo meeting schedules were checked in this planning). Watch for them to be included in the master program schedule.

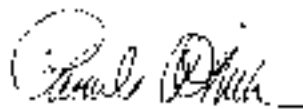
If you have any questions, please contact Executive Director Pamela Miller. You can reach her at [pmiller@calafco.org](mailto:pmiller@calafco.org).

On behalf of the Board, we thank you for your understanding, patience and support of the Association. We are proud to be of service to you, our members.

Yours sincerely,



Michael Kelley  
Chair of the Board



Pamela Miller  
Executive Director

CC: CALAFCO Board of Directors

**PLUMAS LAFCo**

**SPECIAL MEETING MINUTES**

**MONDAY July 12, 2021**

**10:00 AM**

**BOARD OF SUPERVISORS CHAMBERS - PLUMAS COUNTY COURTHOUSE**

520 Main Street  
QUINCY, CALIFORNIA

**Website: [www.plumaslafco.org](http://www.plumaslafco.org)**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, Plumas Local Agency Formation Commission will be meeting in person in the Board of Supervisors Chambers in a manner to protect the public's health and prevent the disease from spreading locally. California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic. Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the LAFCo Commissioners may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. *Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements.* The public may also participate as follows:

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Phone Number 1-669-900-9128

Meeting ID: 875 5168 8992

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Tom Cooley, City Member  
Kevin Goss, County Member  
Matthew Haesche, Public Member  
Terry Swofford, Public Member Alt.  
Jeff Engel, County Member Alt.  
Pat Morton, City Member Alt.

Staff:

Jennifer Stephenson, Executive Officer  
John Benoit, Deputy Executive Officer  
Cheryl Kolb, Clerk  
P. Scott Browne, Counsel

**MEETING - CONVENES AT 10:00 A.M.**

**1. CALL TO ORDER: Pledge of Allegiance and Roll Call  
Roll Call.**

**Present: Bill Powers, City Member, Chair, Sharon Thrall, County Member, Vice Chair, Tom Cooley, City Member, Matthew Haesche, Public Member, Terry Swofford, Public Member Alt. and Pat Morton, City Member Alt.**

**Absent: Kevin Goss, County Member and Jeff Engel, County Member Alt.**

**2. Approval of Agenda (additions or deletions)**

**Motion: Approve agenda as written, Action: Approve, Moved by Matthew Haesche, Public Member, Seconded by Tom Cooley, City Member.**

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

**Yes: Bill Powers, City Member, Chair, Matthew Haesche, Public Member, Sharon Thrall, County Member, Vice Chair, Tom Cooley, City Member.**

**3. Correspondence:  
None**

**4. CONSENT ITEM (S)**

**5. Public Comment**

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*None*

## PUBLIC HEARINGS and ACTION ITEMS:

### 6. Public Hearing regarding annexation of 50.63 acres to the Hamilton Branch Community Services District

- a) Receive Executive Officer's report
- b) Conduct Public Hearing  
No public comment offered
- c) Consider Resolution 2021-0005 approving annexation of parcels into Hamilton Branch CSD

**Motion:** Approve Resolution 2021-0005 regarding annexation of 50.63 acres to the Hamilton Branch Community Services District., **Action:** Approve, **Moved by** Sharon Thrall, County Member, Vice Chair, **Seconded by** Matthew Haesche, Public Member.

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

**Yes:** Bill Powers, City Member, Chair, Matthew Haesche, Public Member, Sharon Thrall, County Member, Vice Chair, Tom Cooley, City Member.

### 7. Executive Officer's Report

CALAFCO conference scheduled for October 4-6. Budgeted for two people to attend.

### 8. Commissioner Reports

*This item is placed on the agenda for Commissioners to discuss items and issues of concern to their constituency, LAFCo, and legislative matters.*

*None*

### 9. Adjourn to next regular meeting.

**LAFCo's next regular meeting to take place 10:00 am on August 16, 2021**

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**PLUMAS LAFCo**  
**REGULAR MEETING MINUTES**

**MONDAY June 14, 2021**

**10:00 AM**

BOARD OF SUPERVISORS CHAMBERS - PLUMAS COUNTY COURTHOUSE

520 Main Street  
QUINCY, CALIFORNIA

**Website: [www.plumaslafco.org](http://www.plumaslafco.org)**

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or by phone at:

Phone Number 1-669-900-9128

Meeting ID: 948 7586 7850

Passcode: 261352

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Kevin Goss, County Member  
Matthew Haesche, Public Member  
Terry Swofford, Public Member Alt.  
Jeff Engel, County Member Alt.  
Pat Morton, City Member Alt.

Staff:

Jennifer Stephenson, Executive Officer  
John Benoit, Deputy Executive Officer  
Cheryl Kolb, Clerk  
P. Scott Browne, Counsel

**MEETING - CONVENES AT 10:00 A.M.**

**1. CALL TO ORDER: Pledge of Allegiance and Roll Call**

**Roll Call.**

**Present:** Bill Powers, City Member, Chair, Sharon Thrall, County Member, Vice Chair, Tom Cooley, City Member, Kevin Goss, County Member, Matthew Haesche, Public Member, Terry Swofford, Public Member Alt. (Not voting), Pat Morton, City Member Alt. (Not voting).

**Absent:** Jeff Engel, County Member Alt.

**2. Approval of Agenda (additions or deletions)**

**Motion:** Approve agenda as provided, **Action:** Approve, Moved by Tom Cooley, City Member, Seconded by Sharon Thrall, County Member, Vice Chair.

**3. Correspondence: None**

**4. CONSENT ITEM (S)**

*a) Approval of the April 12, 2021 LAFCo minutes*

**Motion:** Approve April 12, 2021 Minutes as provided. , **Action:** Approve, **Moved by** Kevin Goss, County Member, **Seconded by** Matthew Haesche, Public Member.

**5. Public Comment**

*Members of the public are invited to address the Commission on any matter of interest to the public that is not on the agenda for a period of time not exceeding 5 minutes. Pursuant to the Brown Act, the Commission cannot take any action on items not listed on the posted agenda but may add to a future agenda matters brought up under public comments for appropriate action at a future meeting.*

*None.*

6. **Authorize payment of Claims for April 2021 and May 2021.**

a) *Authorize payment of claims April 2021 and May 2021.*

**Motion:** *Authorize payment of claims for April 2021 and May 2021, **Action:** Approve, **Moved by** Matthew Haesche, Public Member, **Seconded by** Kevin Goss, County Member.*

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

**Yes:** *Bill Powers, City Member, Chair, Kevin Goss, County Member, Matthew Haesche, Public Member, Sharon Thrall, County Member, Vice Chair, Tom Cooley, City Member.*

## PUBLIC HEARINGS and ACTION ITEMS:

### 7. Public Hearing regarding the Final 2021-2022 LAFCo Budget

- a) *Review Executive Officer's report.*
- b) *Consider suspension of Commissioner meeting stipends for one year in Resolution 2021-0003.*  
**Motion:** Re-instate stipends for Fiscal Year 2021-2022., **Action:** Approve, **Moved by** Sharon Thrall, County Member, Vice Chair, **Seconded by** Kevin Goss, County Member.  
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).  
**Yes:** Bill Powers, City Member, Chair, Kevin Goss, County Member, Matthew Haesche, Public Member, Sharon Thrall, County Member, Vice Chair, Tom Cooley, City Member.
- c) *Conduct public hearing and consider LAFCo Resolution 2021-0004 adopting a Final LAFCo Budget for Fiscal Year 2021-2022.*  
*No public comment.*  
**Motion:** Approve LAFCo Resolution 2021-0004 adopting a Final LAFCo Budget for Fiscal Year 2021-2022., **Action:** Approve, **Moved by** Matthew Haesche, Public Member, **Seconded by** Tom Cooley, City Member.  
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).  
**Yes:** Bill Powers, City Member, Chair, Kevin Goss, County Member, Matthew Haesche, Public Member, Sharon Thrall, County Member, Vice Chair, Tom Cooley, City Member.

### 8. Update Regarding Cemetery District Reorganization

- a) *Executive Officer's Update*  
*Updates given on Cromberg Cemetery District, Quincy/LaPorte Cemetery District and Meadow Valley Cemetery District and Greenville Cemetery District and Crescent Mills Cemetery District.*
- b) *Discussion*

### 9. Consider CALAFCO Award Nominations

- a) *Provide direction to staff on any desired nominations*  
*No nominations.*

### 10. Executive Officer's Report

- a) *QFPD MSR Status*
- b) *HBCSD Annexation Status*
- c) *Update on PFCWCD status*
- d) *CALAFCO Leg Committee*
- e) *CALAFCO U*

### 11. Commissioner Reports

*This item is placed on the agenda for Commissioners to discuss items and issues of concern to their constituency, LAFCo, and legislative matters.*

### 12. Adjourn to next regular meeting.

**LAFCo's next regular meeting to take place 10:00 am on August 16, 2021; Special Meeting scheduled for July 12, 2021 at 10:00 a.m.**

The Commission may take action upon any item listed on the agenda. Unless otherwise noted, items may be taken up at any time during the meeting.

**Any member appointed on behalf of local government shall represent the interests of the public as a whole and not solely the interest of the appointing authority**  
**Government Code Section 56325.1**



#### Accessibility

An interpreter for the hearing-impaired may be made available upon request to the Executive Officer 72 hours before a meeting.

The location of this meeting is wheelchair-accessible. If other accommodations are required to assist a person with a disability to participate in the meeting, please contact the Commission Clerk 24 hours before the meeting as indicated below.

#### Disclosure & Disqualification Requirements

Any person or group of persons acting in concert who directly or indirectly contribute \$1,000 or more in support of or in opposition to a change of organization or reorganization that has been submitted to Plumas LAFCO must comply with the disclosure requirements of the Political Reform Act of 1974 applicable to local initiative measures to be submitted to the electorate. These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals; they may be reviewed at Government Code §§56700.1 and 81000 *et seq.* Additional information about the requirements pertaining to local initiative measures to be presented to the electorate can be obtained by calling the Fair Political Practices Commission at (916) 322-5660.

A LAFCO Commissioner must disqualify herself or himself from voting on an application involving an "entitlement for use" (such as an annexation or sphere amendment) if, within the last twelve months, the Commissioner has received \$250 or more in campaign contributions from the applicant, any financially interested person who actively supports or opposes the application, or an agency (such as an attorney, engineer, or planning consultant) representing the applicant or an interested party. The law (Government Code Section 84308) also requires any applicant or other participant in a LAFCO proceeding to disclose the contribution amount and name of the recipient Commissioner on the official record of the proceeding.

Late-Distributed Materials. Any material submitted to the Commission after this agenda is posted will be made available for public inspection as soon as possible in the Plumas County Planning Department office at 555 Main Street, Quincy, CA. and at the LAFCo Webpage [www.plumaslafco.org](http://www.plumaslafco.org)

Contact LAFCo Staff LAFCo staff may be contacted at 530-283-7069 or by mail at LAFCo of Plumas County, 5050 Laguna Blvd #112-711, Elk Grove, CA 95758 or by email at [jennifer@pcateam.com](mailto:jennifer@pcateam.com) or by fax at 888-501-0395.

**Chair:**  
Bill Powers

**Commissioners:**  
Sherrie Thrall, Vice Chair  
Kevin Goss, County  
Matthew Haesche, Pub  
Tom Cooley, City  
Jeff Engel, County Alt  
Pat Morton, Alt  
T. Swofford, Pub Alt  
**Executive Officer:**  
Jennifer Stephenson

**Clerk:**  
Cheryl Kolb



**Plumas LAFCo**

**Agenda Item #6**

*The Local Agency Formation  
Commission Serving Plumas County*

**Claim Authorization Form  
July, August, September 2021 Expenses**

The Local Agency Formation Commission of Plumas County hereby authorizes the payment of the following claims from the 2021-2022 budget:

<u>Date of Claim</u>	<u>Description</u>	<u>Amount</u>
June 2, 2021	SDRMA Liability Insurance	\$ 2,648.06
June 10, 2021	CALAFCO Membership 21-22	\$ 1,254.00
June 15, 2021	Health Care – Gullixson Jul. 21	\$ 631.63
June 15, 2021	CalPERS Unfunded Liability 21-22	\$ 177.00
June 18, 2021	CalPERS GASB Report 21-22	\$ 350.00
July 1, 2021	Bullet IT Solutions (notary)	\$ 75.00
July 2, 2021	Mountain Messenger Legal Notice	\$ 30.88
July 16, 2021	Health Care-Gullixson Aug. 21	\$ 631.70
Aug. 1, 2021	Staff Services Jul. 21	\$ 7,408.31
Aug. 16, 2021	Health Care-Gullixson Sep. 21	\$ 631.70
Aug. 21 2021	AT&T (Jul./Aug 21)	\$ 112.33
Sep. 1, 2021	Staff Services Aug. 21	\$ 5,230.69
Sep. 15, 2021	Health Care-Gullixson Oct. 21	\$ 631.70
Sep. 22 2021	AT&T (Aug./Sep. 21)	\$ 56.25
Oct. 1, 2021	Staff Services Sep. 21	\$ 5,890.47
TOTAL July, Aug & Sept 2021 (FY 21-22) - LAFCo expenses:		\$ 25,759.72

**DATED:** October 18, 2021

**APPROVED:** October 18, 2021

\_\_\_\_\_  
Bill Powers, Chair, Plumas LAFCo

**Attest:**

\_\_\_\_\_  
Jennifer Stephenson, Executive Officer

Plumas LAFCO FY 21-22 Bookkeeping

Item	Insurance	Office	Copies	Communications	Postage	Memberships	Legal Svcs	Ex. OFF. Svcs	Clerk	Publications	Travel	Mileage
Account Number	SDRMA	Expense									Commission	
<b>Total Budgeted</b>	<b>\$2,648.06</b>	<b>\$ 600.00</b>	<b>\$ 800.00</b>	<b>\$ 1,100.00</b>	<b>\$ 300.00</b>	<b>\$1,754.00</b>	<b>\$2,000.00</b>	<b>\$ 42,000.00</b>	<b>\$ 1,120.00</b>	<b>\$ 800.00</b>	<b>\$ 5,000.00</b>	<b>\$ 1,500.00</b>
SDRMA Insurance 21-22	(\$2,648)											
CALAFCO Membership 21-22						\$ (1,254.00)						
AT&T (Jul 21)				\$ (112.33)								
Healthcare Gullixson July 21												
Healthcare Gullixson Aug 21												
CalPERS GASB Reports												
CalPERS Unfunded Liability (21-22)												
Staff Services (Jul 21)			\$ (64.94)	\$ (42.97)	\$ (5.40)			\$ (3,500.00)	\$ (172.50)			
Healthcare Gullixson Sep 21												
Healthcare Gullixson Oct 21												
AT&T (Aug 21)				\$ (56.25)								
Staff Services (Aug 21)		\$ (21.64)		\$ (42.97)				\$ (3,500.00)				
Staff Services (Sep 21)				\$ (42.97)				\$ (3,500.00)				
TOTAL EXPENDED	(\$2,648)	(\$21.64)	(\$64.94)	(\$297.49)	(\$5.40)	(\$1,254)	\$0	(\$10,500)	(\$173)	\$0	\$0	\$0
TOTAL REMAINING	\$ -	\$ 578.36	\$ 735.06	\$ 802.51	\$ 294.60	\$ 500.00	\$ 2,000.00	\$ 31,500.00	\$ 947.50	\$ 800.00	\$ 5,000.00	\$ 1,500.00

Plumas LAFCO FY 21-22 Bookkeeping

Item	MSR/SOIs	Commiss	File Management	County	Health	CalPERS	Agency	TOTAL
Account Number		Stipends		Contract	Insurance	Unfunded	Training	BUDGET
<b>Total Budgeted</b>	<b>\$ 26,000.00</b>	<b>\$4,800.00</b>	<b>\$ 3,000.00</b>	<b>\$ 1,000.00</b>	<b>\$ 7,800.00</b>	<b>\$ 177.00</b>	<b>\$ -</b>	<b>\$ 102,399.06</b>
SDRMA Insurance 21-22								\$ (2,648.06)
CALAFCO Membership 21-22								\$ (1,254.00)
AT&T (Jul 21)								\$ (112.33)
Healthcare Gullixson July 21					\$ (631.63)			\$ (631.63)
Healthcare Gullixson Aug 21					\$ (631.70)			\$ (631.70)
CalPERS GASB Reports						\$ (350.00)		\$ (350.00)
CalPERS Unfunded Liability (21-22)						\$ (177.00)		\$ (177.00)
Staff Services (Jul 21)	\$ (1,665.00)							\$ (5,450.81)
Healthcare Gullixson Sep 21					\$ (631.70)			\$ (631.70)
Healthcare Gullixson Oct 21					\$ (631.70)			\$ (631.70)
AT&T (Aug 21)								\$ (56.25)
Staff Services (Aug 21)			\$ (192.50)					\$ (3,757.11)
Staff Services (Sep 21)	\$ (1,395.00)		\$ (52.50)					\$ (4,990.47)
								\$ -
TOTAL EXPENDED	(\$3,060)	\$0	(\$245)	\$0	(\$2,527)	(\$527)	\$0	(\$21,323)
TOTAL REMAINING	\$ 22,940.00	\$ 4,800.00	\$ 2,755.00	\$ 1,000.00	\$ 5,273.27	\$ (350.00)	\$ -	\$ 81,076.30

**Invoice #PLUMAS-2021-7**  
***Policy Consulting Associates, LLC***  
39774 Via Careza  
Murrieta, CA 92563  
(310) 936-2639  
EIN #: 27-2523069

Date: August 15, 2021

Plumas LAFCO  
520 Main St  
Quincy, CA 96971

**Staff Services**

	Hours	Rate	Amount
Jennifer Stephenson, Executive Officer		\$3,500	\$3,500.00
Cheryl Kolb, Clerk (Minutes and agenda mailing)		\$172.50	\$172.50
Cheryl Kolb, Clerk (Records digitization)	0.00	\$35	\$0.00
Dennis Miller, GIS	9.00	\$60	\$540.00
<b>Subtotal</b>			<b>\$4,212.50</b>

**Projects: Applications, MSRs and SOI Updates**

	Hours	Rate	Amount
Jennifer Stephenson, Applications/Projects (File 2021-01)	18.50	\$ 90.00	\$1,665.00
Jennifer Stephenson, MSR and SOI Updates - Cemeteries/Quincy FPD/FCD	12.50	\$ 90.00	\$1,125.00
Jennifer Stephenson, Applications/Projects	0.00	\$ 90.00	\$0.00
Oxana Wolfson Analyst	0.00	\$ 80.00	\$0.00
Jill Hetland, Research Assistant (File 2021-01)	6.50	\$ 45.00	\$292.50
Cheryl Kolb, Applications/Projects	0.00	\$ 35.00	\$0.00
<b>Subtotal</b>			<b>\$3,082.50</b>

**Reimbursements**

Reproduction Costs	\$64.94
Postage	\$5.40
Phone and Communications	\$27.98
Office Supplies (Zoom Pro and Dropbox)	\$14.99
Mileage	\$0.00
Transportation and Travel	\$0.00
Mailing for Public Notice of Protest Hearing File 2021-01	\$203.06
<b>Subtotal</b>	<b>\$113.31</b>

<b>Amount Due</b>	<b>\$7,408.31</b>
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***Please remit invoices to Policy Consulting Associates, LLC***



Jennifer Stephenson, Principal

8/15/21

Date

### Jennifer Stephenson July 2021 Timesheet

Date	Hours	Description	Special Project
7/1/21	9	Drafting File 2021-0001 report	X
7/2/21	4.5	Drafting File 2021-0001 resolution	X
7/3/21			
7/4/21			
7/5/21			
7/6/21	3.5	Compiling agenda for special meeting	X
7/7/21			
7/8/21			
7/9/21			
7/10/21			
7/11/21			
7/12/21	3.25	Special Meeting, Finalizing COC for innactive districts, LESSG RFP Meeting	
7/13/21			
7/14/21			
7/15/21	1	Drafting notice of protest hearing	X
7/16/21	0.5	Coordination of protest hearing with HBCSD	X
7/17/21			
7/18/21			
7/19/21			
7/20/21	7	Updating Cemetery SOI report	X
7/21/21			
7/22/21			
7/23/21			
7/24/21			
7/25/21			
7/26/21			
7/27/21	2	LESSG Meeting	
7/28/21			
7/29/21			
7/30/21			
7/31/21	5.5	Updating Cemetery SOI report	X

**Invoice #PLUMAS-2021-8**  
***Policy Consulting Associates, LLC***  
39774 Via Careza  
Murrieta, CA 92563  
(310) 936-2639  
EIN #: 27-2523069

Date: September 3, 2021

Plumas LAFCO  
520 Main St  
Quincy, CA 96971

**Staff Services**

	Hours	Rate	Amount
Jennifer Stephenson, Executive Officer		\$3,500	\$3,500.00
Cheryl Kolb, Clerk (Minutes and agenda mailing)		\$172.50	\$0.00
Cheryl Kolb, Clerk (Records digitization)	5.50	\$35	\$192.50
Dennis Miller, GIS	0.00	\$60	\$0.00
<b>Subtotal</b>			<b>\$3,692.50</b>

**Projects: Applications, MSRs and SOI Updates**

	Hours	Rate	Amount
Jennifer Stephenson, Applications/Projects (File 2021-01)	4.50	\$ 90.00	\$405.00
Jennifer Stephenson, Application/Projects (File 2021-03)	6.50	\$ 90.00	\$585.00
Jennifer Stephenson, MSR and SOI Updates - Cemeteries/Quincy FPD/FCD	0.00	\$ 90.00	\$0.00
Jennifer Stephenson, Applications/Projects	0.00	\$ 90.00	\$0.00
Oxana Wolfson Analyst	0.00	\$ 80.00	\$0.00
Jill Hetland, Research Assistant (File 2021-01)	4.75	\$ 45.00	\$213.75
Cheryl Kolb, Applications/Projects	0.00	\$ 35.00	\$0.00
<b>Subtotal</b>			<b>\$1,203.75</b>

**Reimbursements**

Reproduction Costs	\$0.00
Postage	\$0.00
Phone and Communications	\$27.98
Office Supplies (Zoom Pro and Mouse)	\$36.63
Mileage	\$0.00
Transportation and Travel	\$0.00
Mailing for Public Notice of Protest Hearing File 2021-01	\$269.83
<b>Subtotal</b>	<b>\$334.44</b>

<b>Amount Due</b>	<b>\$5,230.69</b>
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***Please remit invoices to Policy Consulting Associates, LLC***

Jennifer Stephenson, Principal

9/3/21

Date

## Jennifer Stephenson August 2021 Timesheet

Date	Hours	Description	Special Project
8/1/21			
8/2/21			
8/3/21	3.5	Compiling agenda	
8/4/21			
8/5/21			
8/6/21			
8/7/21			
8/8/21			
8/9/21			
8/10/21			
8/11/21			
8/12/21			
8/13/21			
8/14/21			
8/15/21	1	Managing protest hearing postponement	X
8/16/21	4.5	Prep for CALAFCO U	
8/17/21	1	Prep for CALAFCO U	
8/18/21			
8/19/21			
8/20/21	1.5	Prep for CALAFCO U	
8/21/21			
8/22/21			
8/23/21			
8/24/21	6.5	Compiling File 2021-03 docs and report with order	X
8/25/21	4.5	Researching LAFCO options for rebuild support	
8/26/21	2	CALAFCO Webinar	
8/27/21	3	File 2021-0001 CEQA Research	X
8/28/21			
8/29/21			
8/30/21			
8/31/21	1.5	Rewriting protest hearing mailing	X



**Invoice #PLUMAS-2021-9**  
***Policy Consulting Associates, LLC***  
39774 Via Careza  
Murrieta, CA 92563  
(310) 936-2639  
EIN #: 27-2523069

Date: October 2, 2021

Plumas LAFCO  
520 Main St  
Quincy, CA 96971

**Staff Services**

	Hours	Rate	Amount
Jennifer Stephenson, Executive Officer		\$3,500	\$3,500.00
Cheryl Kolb, Clerk (Minutes and agenda mailing)		\$172.50	\$0.00
Cheryl Kolb, Clerk (Records digitization)	1.50	\$35	\$52.50
Dennis Miller, GIS	0.00	\$60	\$0.00
<b>Subtotal</b>			<b>\$3,552.50</b>

**Projects: Applications, MSRs and SOI Updates**

	Hours	Rate	Amount
Jennifer Stephenson, Applications/Projects (File 2021-01)	7.50	\$ 90.00	\$675.00
Jennifer Stephenson, Application/Projects (File 2021-03)	2.50	\$ 90.00	\$225.00
Jennifer Stephenson, MSR and SOI Updates - Cemeteries/Quincy FPD/FCD	15.50	\$ 90.00	\$1,395.00
Jennifer Stephenson, Applications/Projects	0.00	\$ 90.00	\$0.00
Oxana Wolfson Analyst	0.00	\$ 80.00	\$0.00
Jill Hetland, Research Assistant	0.00	\$ 45.00	\$0.00
Cheryl Kolb, Applications/Projects	0.00	\$ 35.00	\$0.00
<b>Subtotal</b>			<b>\$2,295.00</b>

**Reimbursements**

Reproduction Costs	\$0.00
Postage	\$0.00
Phone and Communications	\$27.98
Office Supplies (Zoom Pro)	\$14.99
Mileage	\$0.00
Transportation and Travel	\$0.00
<b>Subtotal</b>	<b>\$42.97</b>

<b>Amount Due</b>	<b>\$5,890.47</b>
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***Please remit invoices to Policy Consulting Associates, LLC***

10/2/21

Jennifer Stephenson, Principal

Date

### Jennifer Stephenson September 2021 Timesheet

Date	Hours	Description	Special Project
9/1/21	2.5	Coordinating protest hearing File 2021-01	X
9/2/21			
9/3/21			
9/4/21			
9/5/21	4.25	Updating Cemetery SOI	X
9/6/21			
9/7/21			
9/8/21			
9/9/21	4.5	LESSG Interviews	
9/10/21	2.5	Leg Committee Meeting	
9/11/21			
9/12/21			
9/13/21	6.25	Updating Cemetery SOI	X
9/14/21			
9/15/21			
9/16/21			
9/17/21			
9/18/21			
9/19/21			
9/20/21			
9/21/21	1	Meeting with CSDA rep	
9/22/21	1.5	LESSG Interviews	
9/23/21			
9/24/21			
9/25/21	5	Updating Cemetery SOI	X
9/26/21			
9/27/21			
9/28/21	1.75	LESSG Meeting	
9/29/21	2.5	Drafting of executive order File 2021 - 03	X
9/30/21	5	Drafting of Certificate of completion, Executive order File 2021-01	X

## Plumas LAFCo

### STAFF REPORT

**MEETING DATE:** October 18, 2021

**TO:** LAFCo Commissioners

**FROM:** Jennifer Stephenson, Executive Officer  
Authored by Stephen Lucas, Butte LAFCo Executive Officer

**SUBJECT:** Consideration of Implementation of Assembly Bill 361

#### Summary

Pursuant to Assembly Bill 361 (AB361), in order for the Commission to continue to conduct its meetings remotely, it must adopt a resolution indicating that a Gubernatorial State of Emergency exists and the Commission has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, Commissioners or staff.

#### Primary Differences

The primary differences between the Governors prior executive orders modifying Brown Act requirements and AB361 are:

- The local agency must allow the public to participate (listen/comment) in the meeting in real time. This means local agencies must clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option. **Plumas LAFCo meetings have consistently met this standard by allowing the public to view and comment on agenda items in real time via the Zoom platform.**
- An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate. **Plumas LAFCo meetings have consistently met this standard, although we have requested participants to voluntarily identify themselves for the record and ease of communication.**

At this time, the Governor's Proclamation of a State of Emergency-COVID executed on March 4, 2020, remains in effect. Additionally, the Governor's State of Emergency-Dixie Fire executed on July 23, 2021, remains in effect. Furthermore, the State Department of Public Health website "recommends universal mask use for indoor public settings, regardless of vaccination status."

While this meeting is being conducted in a hybrid model allowing Commissioners and staff to participate virtually as they see fit, and is not entirely virtual, it is recommended

that the Commission adopt a resolution finding that the COVID 19 pandemic state of emergency remains in effect allowing Commission meetings to be conducted remotely and continue to operate under certain exemptions to the Brown Act allowed for in the law (i.e., agendizing location of all Commissioners participating in meeting.)

### **Background**

The Governors existing Executive Orders (N-25-20, N-29-20, N-35-20) allowing for modifications to the Brown Act to address COVID pandemic concerns terminated on September 30, 2021. These modifications allowed local agencies to conduct remote meetings with minimal restrictions. In response to the continued pandemic health and safety concerns, as well as other potential emergencies such as fires, earthquakes or floods, Assembly Bill 361 (AB361) was signed by the Governor effective October 1, 2021, and allows for local agencies, under specified circumstances, to continue utilizing remote meetings under Brown Act modifications as previously done, provided they adopt a resolution declaring such. The current process can be distilled as follows:

1. An emergency situation arises. The specific nature of the emergency produces an imminent risk to public health and safety (pandemic, fire, floods, earthquakes, etc.)
2. A state of emergency is declared by the Governor (pursuant to §8625) or state/local officials continue to impose or recommend measures to promote social distancing.
3. A local agency wishes to meet remotely via teleconferencing as a result of the emergency. A meeting notice/agenda are produced and posted, with an agenda item dedicated to consideration of a resolution to transition to teleconferenced meetings.
4. A resolution is passed by majority vote determining that meeting in person would present imminent risks to the health or safety of attendees. This resolution is valid for 30 days.
5. 30 days later, if the state of emergency remains active, a local agency may act to renew its resolution effecting the transition to teleconferenced meetings by passing another resolution which includes findings that legislative body has both: 1) reconsidered the circumstances of the state of emergency, and 2) the state of emergency continues to directly impact the ability of the members or the public to meet safely in person.

### **The Governor's Executive Orders**

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the State, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the Novel Coronavirus. These Executive Orders (N-25-20, N-29-20, N-35-20) collectively modified certain requirements created by the Ralph M. Brown Act ("the Brown Act"), the State's local agency public meetings law. The orders waived several requirements, including requirements in the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting. Furthermore, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting (RETAINED in AB361),
- waived the requirement that each teleconference location be accessible to the public (RETAINED in AB361),
- waived the requirement that members of the public be able to address the legislative body at each teleconference location (NOW REQUIRED by AB361),
- waived the requirement that local agencies post agendas at all teleconference locations, (RETAINED in AB361) and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction. (RETAINED in AB361).

**NEW AB 361 – Flexibility for Remote Open Meetings During a Proclaimed State Emergency**

Assembly Bill 361 provides local agencies with the ability to continue to meet remotely under modified Brown Act requirements during proclaimed state emergencies with the adoption of a resolution finding that either:

1. Open physical meetings present imminent risks to the health or safety of attendees; or
2. State/local officials recommend/require measures to promote social distancing.

These criteria permit a local agency to schedule a remote meeting to determine whether meeting in-person during the state of emergency would pose imminent risk to the health or safety of attendees. At that remote meeting, a local agency may determine by majority vote that sufficient risks exist to the health or safety of attendees as a result of the emergency and pass a resolution to that effect. These criteria also permit a local agency to meet remotely if there is a state of emergency declaration while state or local officials have recommended or required measures to promote social distancing.

**Renewal**

AB 361 requires that the renewal of the resolution effecting the transition to the modified Brown Act requirements must be based on findings that the state of emergency declaration remains active, the local agency has thoughtfully reconsidered the circumstances of the state of emergency, and the local agency has either identified A) ongoing, direct impacts to the ability to meet safely in-person or B) active social distancing measures as directed by relevant state or local officials.

**Action Requested:**

- 1) Receive Executive Officer's Report
- 2) Approve Resolution 2021-0006
- 3) Schedule Special Meeting (virtual only) within 30 days to confirm with a second resolution

**Resolution 2021-0006**  
**of the**  
**PLUMAS Local Agency Formation Commission**

*RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020 TO ADDRESS THE COVID 19 PANDEMIC, AND AUTHORIZING, PURSUANT TO AB361, REMOTE TELECONFERENCE MEETINGS OF THE PLUMAS LOCAL AGENCY FORMATION COMMISSION FOR THE PERIOD FROM OCTOBER 18, 2021 TO NOVEMBER 15, 2021 PURSUANT TO BROWN ACT PROVISIONS.*

WHEREAS, the Plumas Local Agency Formation Commission is committed to preserving and nurturing public access and participation in meetings of the Commission; and

WHEREAS, all meetings of the Plumas Local Agency Formation Commission are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Commission conduct business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the boundaries of Plumas County, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees, Commissioners and staff; and

WHEREAS, such conditions now exist in the County of Plumas, specifically, the State of Emergency proclaimed by Governor Newsom on March 4, 2020, due to the COVID 19 Pandemic; and

WHEREAS, the California Department of Public Health continues to recommend requiring face coverings in all public indoor settings attributable to the rise in SARS-CoV-2 Delta Variant and the Commission cannot be certain that all persons in attendance at meetings will follow the guidelines or be fully vaccinated; and

WHEREAS, the Commission does hereby find that the rise in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of the Commission or its staff, and desires to proclaim a local emergency exists and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Commission does hereby find that the legislative body of the Plumas Local Agency Formation Commission shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Commission provides a written agenda that fully describes the process for the public to fully participate in the Commission's virtual meetings to include viewing, listening and commenting in real time on all agenda items.

NOW, THEREFORE, THE PLUMAS LOCAL AGENCY FORMATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Commission hereby proclaims that a local emergency now exists throughout the Commission's jurisdictional boundaries, and the rise in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of all persons participating in the Commission's meetings that are likely to be beyond the control of the Commission or its staff, equipment, and facilities of the Commission.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Commission hereby ratifies the Governor of the State of California's Proclamation of State of Emergency for COVID 19, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Executive Officer and the Plumas Local Agency Formation Commission are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on October 18, 2021, and shall be effective until the earlier of November 17, 2021, or such time the Commission adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative body of the Plumas Local Agency Formation Commission may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Plumas Local Agency Formation Commission at a regular meeting of said Commission held on October 18, 2021 by the following roll call vote:

AYES: -

NOES: -

ABSTAINS: -

ABSENT: -

Signed and approved by me after its passage this 18th day of October 2021.

---

Bill Powers, Chair  
Plumas LAFCO

Attest:

---

Jennifer Stephenson, Executive Officer  
Plumas LAFCO



**Plumas LAFCo**

**STAFF REPORT**

**MEETING DATE:** October 18, 2021

**TO:** LAFCo Commissioners

**FROM:** Jennifer Stephenson, Executive Officer

**SUBJECT:** File 2021-0001 Annexation of Hamilton Branch MWC to Hamilton Branch CSD Protest Hearing Outcome

**Summary**

The Commission approved the annexation of the territory currently served by Hamilton Branch MWC to Hamilton Branch CSD on July 12, 2021. Pursuant to protest hearing requirements outlined in the Cortese Knox Hertzberg Act regarding an application for annexation, a protest hearing was scheduled for Tuesday August 17, 2021 at 9 am. However, due to evacuations and the state of emergency resulting from the Dixie Fire, the protest hearing was postponed to Thursday September 23, 2021 at 9 am. The protest hearing was held on that date. Prior to the end of the hearing one protest was submitted, which is insufficient to either terminate the annexation or require a confirmation election. Consequently, the Executive Officer is ordering, without election, the Hamilton Branch MWC to the Hamilton Branch CSD. The Executive Officer will be submitting a Certificate of Completion immediately to make the annexation effective as of October 1, 2021 as defined in Resolution 2021-0005.

DETERMINATION OF THE EXECUTIVE OFFICER OF THE PLUMAS  
LOCAL AGENCY FORMATION COMMISSION ORDERING WITHOUT ELECTION  
THE HAMILTON BRANCH MUTUAL WATER COMPANY ANNEXATION TO THE  
HAMILTON BRANCH COMMUNITY SERVICES DISTRICT (FILE 2021-0001)

1. This action is taken pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et seq.) and policies of the Plumas Local Agency Formation Commission (hereafter Commission), and

2. The Hamilton Branch Mutual Water Company Annexation to the Hamilton Branch Community Services District was initiated by a resolution adopted by the District Board of Directors on October 21, 2020.

3. On July 12, 2021, the Commission adopted Resolution 2021-0005, making determinations and approving the proposal subject to conditions.

4. Acting on delegated authority from the Commission, a properly noticed protest hearing was conducted on September 23, 2021 to receive protests filed against the proposed annexation and, following conclusion of the hearing, found that fewer than 25 percent of the registered voters residing within the proposal and fewer than 25 percent of the landowners owning land within the proposal filed written protests against the proposal.

5. Finding there are insufficient protests to terminate the proceeding or require a confirmation election, I hereby order the Annexation without election and subject to the terms and conditions in the Commission's resolution of approval.

This order is made on and is effective from October 1, 2021.



---

Jennifer Stephenson, Executive Officer  
Plumas Local Agency Formation Commission

## Agenda Item #9

### ADMINISTRATIVE ORDER AUTHORIZING THE BECKWOURTH FIRE PROTECTION DISTRICT TO PROVIDE OUT OF AGENCY SERVICES FOR THE BOWERS, GRASHUIS, JOY, AND SPENCER PROPERTIES

**REFERENCE:** File No. 2021-OASA-0003, a written authorization, effective October 19, 2021 authorizing the Beckwourth Fire Protection District to provide fire protection and ancillary services to properties owned by Peter and Martha Bowers, Mike and Kim Grashuis, Richard Joy, and Dick Spencer (collectively Owners) on parcels 009-170-007 (6156 Beckwourth Genesee Road), 010-010-077 (1651 Maddalena Road), 140-060-039 (30 Magpie Road), 140-060-040 (190 Industrial Way), 010-070-025 (2985 Marble Hot Springs Road)

**WHEREAS,** The Plumas Local Agency Formation Commission adopted Resolution No. 2001-005 which delegated to the Executive Officer the administrative authority to review and approve Out of Agency Service Authorizations pursuant to Government Code § 56133; and

**WHEREAS,** The Plumas Local Agency Formation Commission adopted Resolution No. 2010-0005 which affirmed this delegation of authority to the Executive Officer the administrative authority to review and approve Out of Agency Service Authorizations pursuant to Government Code § 56133; and

**WHEREAS,** Relevant provisions of the Government Code give to Local Agency Formation Commissions the power to authorize a city or district to provide new or extended services outside its jurisdictional boundaries and within its sphere of influence in anticipation of annexation; and

**WHEREAS,** The Beckwourth Fire District has entered into five Agreements for Provision of Fire Protection Services on the date indicated below for each respective property, thereby agreeing to provide fire protection and EMS services to territory owned by Bowers, Grashuis, Joy and Spencer known as the indicated Assessor's Parcel Numbers (APN), consisting of a total of 287.89 acres more or less; and

APN	Address	Acreage	Owner	Contract Date
009-170-007	6156 Beckwourth Genesee Road	180	Bowers	June 1, 2021
010-010-077	1651 Maddalena Road	80	Grashuis	May 19, 2021
140-060-039	30 Magpie Road	3.3	Joy	June 6, 2021
140-060-040	190 Industrial Way	4.59	Joy	May 14, 2021
010-070-025	2985 Marble Hot Springs Road	20	Spencer	May 18, 2021

**WHEREAS,** This Out of Agency Service Authorization applies to properties located at 6156 Beckwourth Genesee Road, 1651 Maddalena Road, 30 Magpie Road, 190 Industrial Way, 2985 Marble Hot Springs Road, Beckwourth, California.

**NOW, THEREFORE,** the Executive Officer of the Plumas Local Agency Formation Commission does hereby make determinations and orders on the application as follows:

1. That the Executive Officer has reviewed this proposal for services per Government Code Section 56133, and other relevant parts of the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000.
2. That the extension of service is categorically exempt (Class 19) under Section 15061 (b)(3) of the CEQA Guidelines.
2. That the proposed extension of fire protection/EMS services to serve Owners' property is reasonable and necessary.
3. That the Beckwourth Fire Protection District personnel constitute a manned force enabled to suppress fires and with a capacity to provide fire protection and EMS services to the properties without negatively impacting the ability to provide such services to its own residents by the extension of services beyond its boundaries. That the Beckwourth Fire Protection District is equipped with a significant fire fighting infrastructure manned by a dedicated volunteer force and it has sufficient administrative and technical staff to maintain fire call readiness and responsiveness. The District has the capacity to provide fire protection and EMS services to the aforementioned properties without negatively impacting the ability of the District to provide such services to the present residents within its own jurisdiction.
4. That the Beckwourth Fire Protection District is a logical provider of fire protection and EMS services to these properties in that the District has infrastructure in place within close proximity of the properties to be served and there are no other providers of fire protection and EMS services in that area available to provide such services.
5. The existing lack of fire protection and EMS services poses a health and safety threat to the residents and their property.
6. The Local Emergency Services Study Group (LESSG) is considering formation of a new fire protection district to serve the entire region, which would include the properties subject to this agreement and other properties that presently do not have an identified local fire service provider. In anticipation of the formation of such a district, the properties owners have requested that annexation be postponed until it is decided if a new district serving the area will be formed determining if annexation to Beckwourth Fire Protection District will necessary.
7. That this Out-of-Agency service authorization is approved as proposed subject to the following conditions and caveats:
  - a. Owners and the Beckwourth Fire District subject to this Out of Agency Service authorization will agree to and cooperate with an annexation of the aforementioned properties and not protest any and all LAFCO proceedings for annexation of this territory to the District. As a condition of approval

LAFCO will require sufficient funding for the fire district to offset the District's costs to service the territory subject to this Out of Agency Service Agreement.

- b. Should it be determined by the LESSG that formation of the new district will not occur, the owners shall file a complete and executed application for annexation (including a map and boundary description meeting state requirements) for the territory subject to this authorization into the Beckwourth Fire District, along with any required application and State Board of Equalization fees and costs and file with said application an executed Agreement to pay Time and Materials with the Executive Officer of the Plumas Local Agency Formation Commission within 180 days of that decision.
- c. Owners shall complete annexation proceedings through LAFCO within (3) three years of the date of execution of this authorization.
- d. This Out of Area Service Authorization, entered into and effective the nineteenth day of October 2021 shall run concurrently with the agreement between the Beckwourth Fire District and Owner. This authorization shall be automatically terminated upon termination of the agreement between the Beckwourth Fire District and Owners or upon annexation of the territory to the Beckwourth Fire District, whichever occurs first, or upon transfer of property ownership; in which case, a new revised out of agency service agreement will be necessary. In all cases, this authorization shall terminate in three years on October 19, 2024.
- e. All terms and conditions of the agreement dated and entered into on May 19, 2021 (Grashuis), June 1, 2021 (Bowers), May 14, 2021 (Joy), June 6, 2021 (Joy), and May 18, 2021 (Spencer) between the Beckwourth FPD and owners shall remain in full force and effect during the term of this Out of Agency Agreement Authorization and are hereby incorporated by reference.
- f. Approval of this authorization is conditioned upon Owner's obligation to defend, indemnify, and hold harmless the Plumas Local Agency Formation Commission and its agents, officers and employees from any claim, action or proceeding against the Commission or its agents, officers, and employees; including all costs, attorney's fees, expenses and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, or void the approval or determinations of this Commission concerning this annexation. The Plumas Local Agency Formation Commission shall promptly notify the applicant of any such claim, action, or proceeding and be entitled to representation by counsel of its choosing.

Owners and the Beckwourth Fire Protection District have reviewed and agree to the terms and conditions with respect to the provision of fire and EMS services stated above:

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**Daniel Smith, Chair**  
**Beckwourth Fire Protection District**

**Date**

---

**Peter Bowers, Owner**

**Date**

---

**Michael Grashuis, Owner**

**Date**

---

**Richard Joy, Owner**

**Date**

---

**Dick Spencer, Owner**

**Date**

**IT IS SO ORDERED, this \_\_\_\_\_ day of October 2021.**

---

**Jennifer Stephenson, Executive Officer**  
**Plumas Local Agency Formation Commission**

POWERS

Return executed contract to:

BECKWOURTH FIRE DISTRICT

180 Main Street

Beckwourth, CA 96129

ATTN: Administrative Secretary

RECEIVED JUN 02 2021

## AGREEMENT FOR PROVISION OF INTERIM FIRE PROTECTION SERVICES

### 1. PARTIES AND DATE

This Agreement for Provision of Fire Protection Services ("Agreement") is made and entered into this 1st day of JUNE, 2021 by and between the Beckwourth Fire District ("District") and Peter and Martha Bowers (collectively, "Owner"). District and Owner may sometimes be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

### 2. RECITALS

- 2.1 District provides fire protection services in and around the community of Beckwourth in unincorporated Plumas County, within District's territorial boundaries as established by the Plumas Local Agency Formation Commission ("LAFCO").
- 2.2 Owner is the record owner of real property approximately 180 acres in size, generally located at 6156 Beckwourth Genesee Rd in the community of Beckwourth, and bearing Assessor's Parcel Numbers 2009-170-007-000
- 2.3 The Property is located outside of District's current territorial boundaries, but Owner wishes to receive fire protection service for the Property.
- 2.4 California Government Code Section 56133 permits District to provide fire protection services outside its territorial boundaries with written authorization from LAFCO "in anticipation of a later change in organization", such as an annexation of the Property into the District or formation of a new District.
- 2.5 This Agreement is intended to set forth the terms and conditions under which District will provide service to the Property, subject to additional requirements imposed by LAFCO as provided for herein and in anticipation of annexation or formation of a new District. In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Owner agree as follows:

### 3. AGREEMENT

3.1 Fire Protection: Following LAFCO'S approval of District's provision of service to the Residential Property and it is satisfactory to the District in its present condition, and until such time as the earliest of the following occur, or until District terminates this Agreement pursuant to Section 3.5, District shall provide fire protection to the Property; (1) the Property is annexed into District's territory; (2) The District working with LAFCO successfully forms a new District in Eastern Plumas County that includes owners property; (3) District determines that Owner is in breach of his obligations under this Agreement; (4) District determines that Owner is in breach of his obligations under any applicable County permit or approval; or (5) District and Owner mutually agree otherwise. (6) Owner decides not to annex into the District if a new District is not formed they may cancel contract services with the District at the end of the annual contract term with written notice to the District. Fire protection services provided by District to the Property shall be at the same level of service as that



provided throughout District's territory as if the Property had been annexed into District: The owners property has been inspected prior to issuing a "will Serve letter" and is acceptable to the District in its current condition.

**3.2 Hazardous Uses Prohibited; Compliance with Applicable Law:** Neither Owner nor any tenant or lessee shall, or shall allow, any use or activity on the Property (~~other than the approved use~~) which is hazardous under applicable law and/or a fire danger as determined by District. Owner and any and all tenants, lessees, and Successors shall comply fully with all federal, state, and local laws, regulations and ordinances in carrying out any uses or activities on the Property.

**3.3 Fee for Service by District; Effective Date:** During the term of this Agreement, Owner shall pay District the sum of One Hundred Dollars (\$100) annually as compensation for the services rendered by the District. This annual amount shall be prorated for any partial calendar year. Commencing with the payment for calendar year 2021, each payment shall be increased by two percent (2%) over the previous year's payment, provided that the 2022 payment shall be calculated as though the 2021 payment had not been prorated. Owner shall make the first payment within thirty (30) days of the effective date of this Agreement, which shall be the date on which both Parties and LAFCO have approved this Agreement. Subsequent payments shall be made in advance for each calendar year, no later than February 1st of each year. The District also will require a G.I.S. map be produced of the owner's property for submittal to LAFCo with the application at an approximate cost of \$60 payable at the time of production of the map.

**3.4 Indemnity:** District, its officers, agents or employees, shall have no liability for intentional or negligent acts by Owner, or of any officer, agent, employee, lessee, or tenant thereof, and no liability for injury or damage resulting from any fire or explosion on the Property. Owner shall indemnify and hold District and its officers, agents, employees and independent contractors harmless from any claim or action arising out of performance of this Agreement.

**3.5 Modification and Termination:** This Agreement and any amendment or cancellation thereof shall be the entire interim contract. This Agreement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and attested by the Parties hereto or their successors in interest.

**3.6 Successors in Interest:** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. Each covenant to do or refrain from doing hereunder is for the benefit of and is a burden upon every portion of the Property, runs with the Property and each portion thereof, and is binding upon each of Owner's successors in interest, during their respective ownership of the Property or any portion thereof.

**3.7 Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Plumas County.

**3.8 Notices:** All notices to be delivered hereunder, if personally delivered, shall be deemed received when delivered. If mailed in the United States mail, notices shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt. If mailed in any other manner, notices shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

District

Beckwourth Fire District

180 Main Street

Owner

Peter & Martha Bowers

6156 Beckwourth Genesee



Beckwourth, CA 96129

Beckwourth, CA. 96129

Attn: Administrative Secretary

Either Party may from time to time change its address for notice by notifying the other party of such new address.

3.9 Entire Agreement: This instrument contains the entire Agreement between the Parties relating to the provision of fire protection services for the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BECKWOURTH FIRE DISTRICT

By: 

Chair, Board of Directors

Date: 6/29/2021

OWNER

PETER BOWERS

By: 

Date: 6/1/2021

ATTEST:

By: 

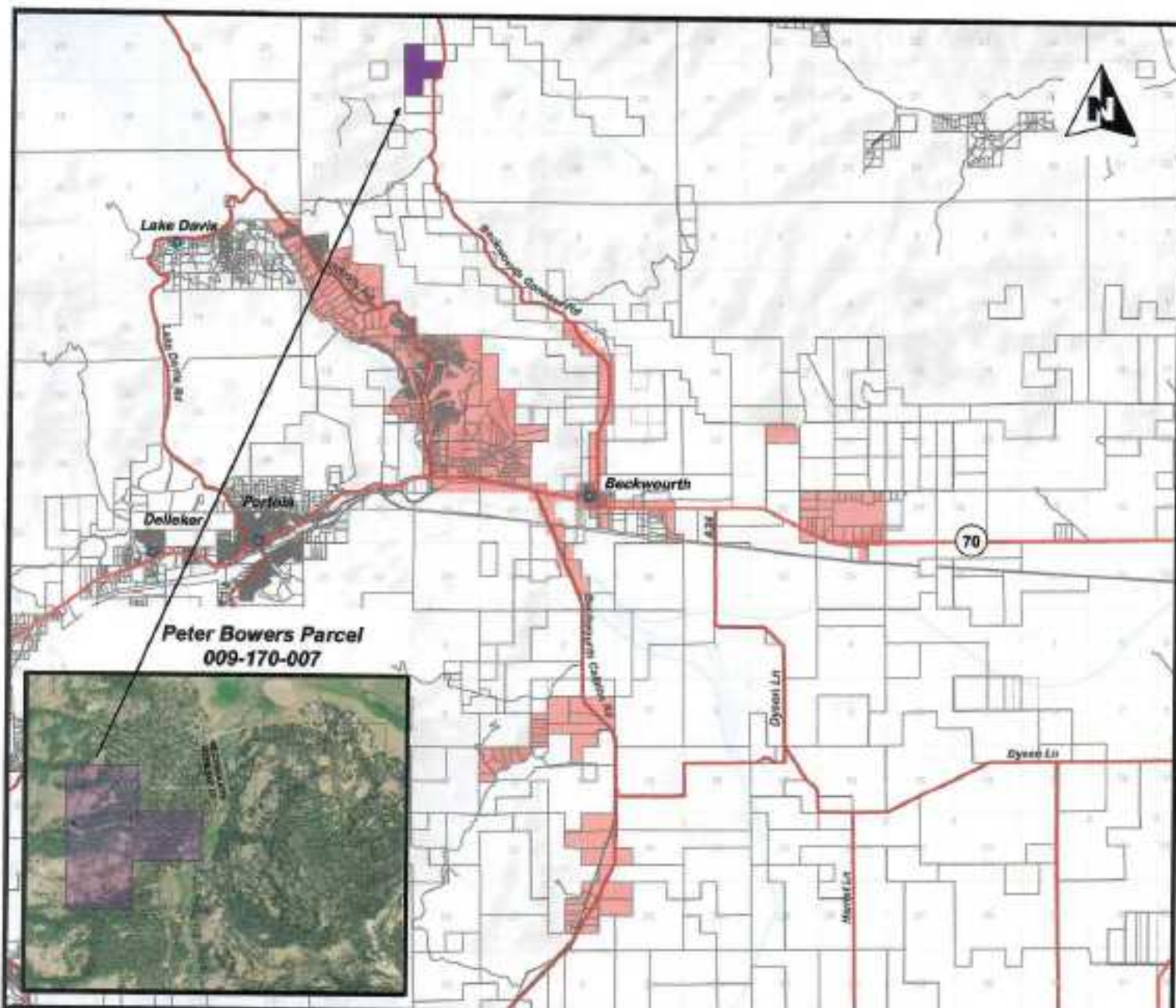
Clerk of Board

BECKWORTH FIRE DISTRICT

# BECKWOURTH FIRE PROTECTION DISTRICT

## OUT OF AREA SERVICE CONTRACT

### PETER BOWERS PARCEL 009-170-007



#### Legend

- Communities
  - Plumas County Boundary
  - County Boundaries
  - Highways
  - Roads
  - Parcels
  - Sectional Grid (MDB&M)
  - Beckwourth Fire Protection District
  - Beckwourth Fire Protection District Out of Area Service Contract Parcels
- Peter Bowers**  
**009-170-007**  
**6156 Beckwourth Genesee Rd**  
**Beckwourth CA**
- 0 0.5 1 2 Miles
- Map Created 5/31/2021

#### Plumas County



#### Beckwourth Fire Protection District





GRASHUIS

Return executed contract to:

BECKWOURTH FIRE DISTRICT

180 Main Street

Beckwourth, CA 96129

ATTN: Administrative Secretary

RECEIVED MAY 24 2021

## AGREEMENT FOR PROVISION OF INTERIM FIRE PROTECTION SERVICES

### 1. PARTIES AND DATE

This Agreement for Provision of Fire Protection Services ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Beckwourth Fire District ("District") and Mike Grashuis (collectively, "Owner"). District and Owner may sometimes be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

### 2. RECITALS

2.1 District provides fire protection services in and around the community of Beckwourth in unincorporated Plumas County, within District's territorial boundaries as established by the Plumas Local Agency Formation Commission ("LAFCO").

2.2 Owner is the record owner of real property approximately 80 acres in size, generally located at 1651 Maddalena in the community of Beckwourth, and bearing Assessor's Parcel Numbers 910-010-077.

2.3 The Property is located outside of District's current territorial boundaries, but Owner wishes to receive fire protection service for the Property.

2.4 California Government Code Section 56133 permits District to provide fire protection services outside its territorial boundaries with written authorization from LAFCO "in anticipation of a later change in organization", such as an annexation of the Property into the District or formation of a new District.

2.5 This Agreement is intended to set forth the terms and conditions under which District will provide service to the Property, subject to additional requirements imposed by LAFCO as provided for herein and in anticipation of annexation or formation of a new District. In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Owner agree as follows:

### 3. AGREEMENT

3.1 Fire Protection: Following LAFCO'S approval of District's provision of service to the Residential Property and it is satisfactory to the District in its present condition, and until such time as the earliest of the following occur, or until District terminates this Agreement pursuant to Section 3.5, District shall provide fire protection to the Property; (1) the Property is annexed into District's territory; (2) The District working with LAFCo successfully forms a new District in Eastern Plumas County that includes owners property; (3) District determines that Owner is in breach of his obligations under this Agreement; (4) District determines that Owner is in breach of his obligations under any applicable County permit or approval; or (5) District and Owner mutually agree otherwise. (6) Owner decides not to annex into the District if a new District is not formed they may cancel contract services with the District at the end of the annual contract term with written notice to the District. Fire protection services provided by District to the Property shall be at the same level of service as that

provided throughout District's territory as if the Property had been annexed into District: The owners property has been inspected prior to issuing a "will Serve letter" and is acceptable to the District in its current condition.

**3.2 Hazardous Uses Prohibited; Compliance with Applicable Law:** Neither Owner nor any tenant or lessee shall, or shall allow, any use or activity on the Property (other than the approved use) which is hazardous under applicable law and/or a fire danger as determined by District. Owner and any and all tenants, lessees, and Successors shall comply fully with all federal, state, and local laws, regulations and ordinances in carrying out any uses or activities on the Property.

**3.3 Fee for Service by District; Effective Date:** During the term of this Agreement, Owner shall pay District the sum of One Hundred Dollars (\$100) annually as compensation for the services rendered by the District. This annual amount shall be prorated for any partial calendar year. Commencing with the payment for calendar year 2021, each payment shall be increased by two percent (2%) over the previous year's payment, provided that the 2022 payment shall be calculated as though the 2021 payment had not been prorated. Owner shall make the first payment within thirty (30) days of the effective date of this Agreement, which shall be the date on which both Parties and LAFCO have approved this Agreement. Subsequent payments shall be made in advance for each calendar year, no later than February 1st of each year. The District also will require a G.I.S. map be produced of the owner's property for submittal to LAFCO with the application at an approximate cost of \$60 payable at the time of production of the map.

**3.4 Indemnity:** District, its officers, agents or employees, shall have no liability for intentional or negligent acts by Owner, or of any officer, agent, employee, lessee, or tenant thereof, and no liability for injury or damage resulting from any fire or explosion on the Property. Owner shall indemnify and hold District and its officers, agents, employees and independent contractors harmless from any claim or action arising out of performance of this Agreement.

**3.5 Modification and Termination:** This Agreement and any amendment or cancellation thereof shall be the entire interim contract. This Agreement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and attested by the Parties hereto or their successors in interest.

**3.6 Successors in Interest:** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. Each covenant to do or refrain from doing hereunder is for the benefit of and is a burden upon every portion of the Property, runs with the Property and each portion thereof, and is binding upon each of Owner's successors in interest, during their respective ownership of the Property or any portion thereof.

**3.7 Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Plumas County.

**3.8 Notices:** All notices to be delivered hereunder, if personally delivered, shall be deemed received when delivered. If mailed in the United States mail, notices shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt. If mailed in any other manner, notices shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

District

Beckwourth Fire District

180 Main Street

Owner

Mike & Kim Grashuis

1651 Maddalena Rd.



Beckwourth, CA 96129

Beckwourth, CA

Attn: Administrative Secretary

96129

Either Party may from time to time change its address for notice by notifying the other party of such new address.

3.9 Entire Agreement: This instrument contains the entire Agreement between the Parties relating to the provision of fire protection services for the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BECKWORTH FIRE DISTRICT

By: 

Chair, Board of Directors

Date: 6/29/2021

OWNER

By: 

MICHAEL GRASTHUIS

Date: MAY 19, 2021

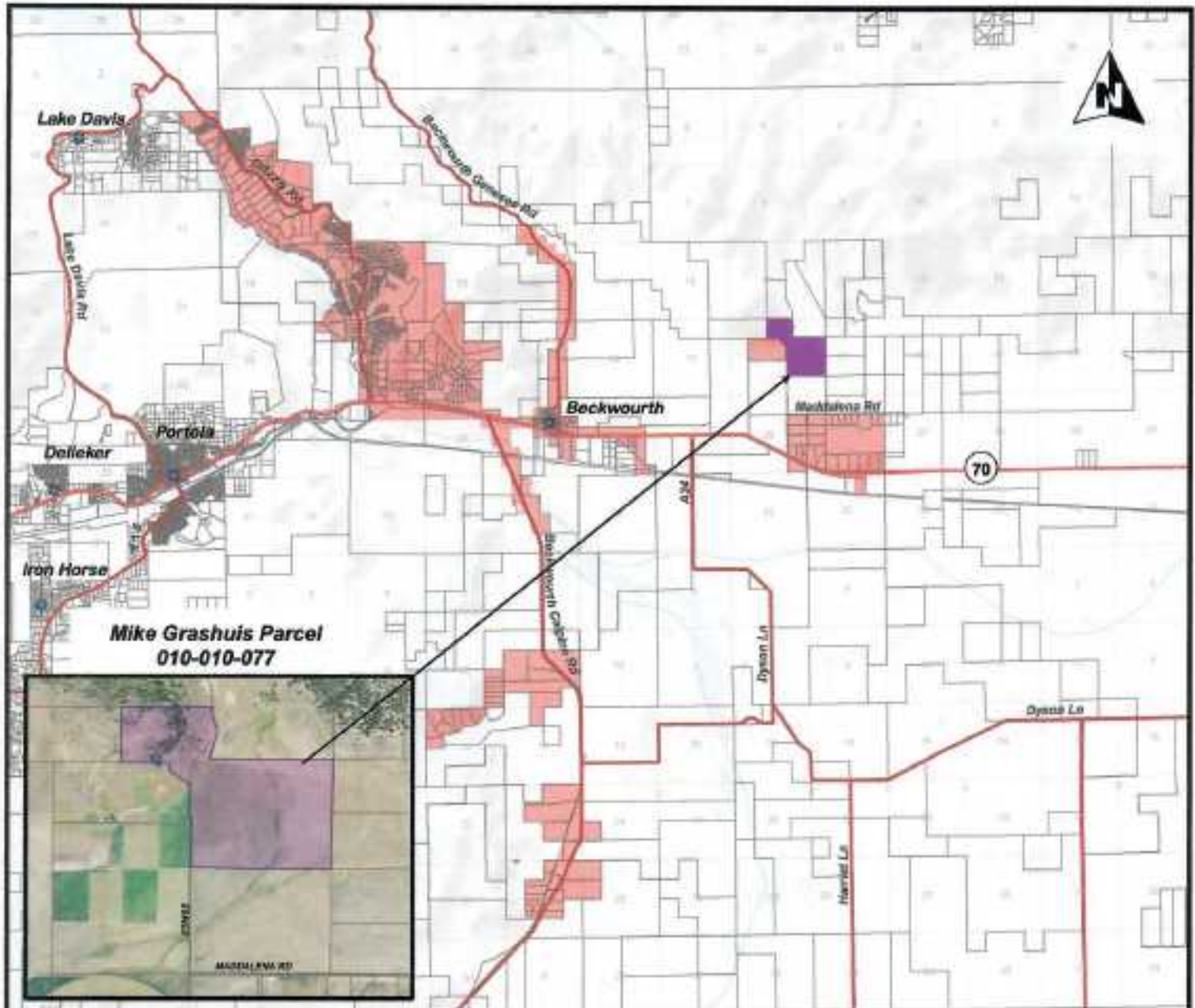
ATTEST:

By: 

Clerk of Board

BECKWORTH FIRE DISTRICT

# BECKWOURTH FIRE PROTECTION DISTRICT OUT OF AREA SERVICE CONTRACT MIKE GRASHUIS PARCEL 010-010-077



## Legend

- Communities
  - Plumas County Boundary
  - County Boundaries
  - Highways
  - Roads
  - Parcels
  - Sectional Grid (MDB&M)
  - Beckwourth Fire Protection District
  - Beckwourth Fire Protection District Out of Area Service Contract Parcels
- Mike Grashuis**  
010-010-077  
1651 23N65  
Beckwourth CA
- 0 0.5 1 2 Miles
- Map Created 6/10/2021

## Plumas County



## Beckwourth Fire Protection District





Return executed contract to:

BECKWOURTH FIRE DISTRICT

180 Main Street

Beckwourth, CA 96129

ATTN: Administrative Secretary

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## AGREEMENT FOR PROVISION OF INTERIM FIRE PROTECTION SERVICES

### 1. PARTIES AND DATE

This Agreement for Provision of Fire Protection Services ("Agreement") is made and entered into this 6th day of June, 2021 by and between the Beckwourth Fire District ("District") and Richard Joy (collectively, "Owner"). District and Owner may sometimes be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

### 2. RECITALS

2.1 District provides fire protection services in and around the community of Beckwourth in unincorporated Plumas County, within District's territorial boundaries as established by the Plumas Local Agency Formation Commission ("LAFCO").

2.2 Owner is the record owner of real property approximately 3.3 acres in size, generally located at 30 Magpie Rd in the community of Beckwourth, and bearing Assessor's Parcel Numbers 140-060-039-000.

2.3 The Property is located outside of District's current territorial boundaries, but Owner wishes to receive fire protection service for the Property.

2.4 California Government Code Section 56133 permits District to provide fire protection services outside its territorial boundaries with written authorization from LAFCO "in anticipation of a later change in organization", such as an annexation of the Property into the District or formation of a new District.

2.5 This Agreement is intended to set forth the terms and conditions under which District will provide service to the Property, subject to additional requirements imposed by LAFCO as provided for herein and in anticipation of annexation or formation of a new District. In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Owner agree as follows:

### 3. AGREEMENT

3.1 Fire Protection: Following LAFCO'S approval of District's provision of service to the Commercial Property and it is satisfactory to the District in its present condition, and until such time as the earliest of the following occur, or until District terminates this Agreement pursuant to Section 3.5, District shall provide fire protection to the Property; (1) the Property is annexed into District's territory; (2) The District working with LAFCO successfully forms a new District in Eastern Plumas County that includes owners property; (3) District determines that Owner is in breach of his obligations under this Agreement; (4) District determines that Owner is in breach of his obligations under any applicable County permit or approval; or (5) District and Owner mutually agree otherwise. (6) Owner decides not to annex into the District if a new District is not formed they may cancel contract services with the District at the end of the annual contract term with written notice to the District. Fire protection services provided by District to the Property shall be at the same level of service as that

provided throughout District's territory as if the Property had been annexed into District: The owners property has been inspected prior to issuing a "will Serve letter" and is acceptable to the District in its current condition.

**3.2 Hazardous Uses Prohibited; Compliance with Applicable Law:** Neither Owner nor any tenant or lessee shall, or shall allow, any use or activity on the Property (other than the approved use) which is hazardous under applicable law and/or a fire danger as determined by District. Owner and any and all tenants, lessees, and Successors shall comply fully with all federal, state, and local laws, regulations and ordinances in carrying out any uses or activities on the Property.

**3.3 Fee for Service by District; Effective Date:** During the term of this Agreement, Owner shall pay District the sum of Two Hundred Dollars (\$200) annually as compensation for the services rendered by the District. This annual amount shall be prorated for any partial calendar year. Commencing with the payment for calendar year 2021, each payment shall be increased by two percent (2%) over the previous year's payment, provided that the 2022 payment shall be calculated as though the 2021 payment had not been prorated. Owner shall make the first payment within thirty (30) days of the effective date of this Agreement, which shall be the date on which both Parties and LAFCO have approved this Agreement. Subsequent payments shall be made in advance for each calendar year, no later than February 1st of each year. The District also will require a G.I.S. map be produced of the owner's property for submittal to LAFCo with the application at an approximate cost of \$60 payable at the time of production of the map.

**3.4 Indemnity:** District, its officers, agents or employees, shall have no liability for intentional or negligent acts by Owner, or of any officer, agent, employee, lessee, or tenant thereof, and no liability for injury or damage resulting from any fire or explosion on the Property. Owner shall indemnify and hold District and its officers, agents, employees and independent contractors harmless from any claim or action arising out of performance of this Agreement.

**3.5 Modification and Termination:** This Agreement and any amendment or cancellation thereof shall be the entire interim contract. This Agreement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and attested by the Parties hereto or their successors in interest.

**3.6 Successors in Interest:** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. Each covenant to do or refrain from doing hereunder is for the benefit of and is a burden upon every portion of the Property, runs with the Property and each portion thereof, and is binding upon each of Owner's successors in interest, during their respective ownership of the Property or any portion thereof.

**3.7 Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Plumas County.

**3.8 Notices:** All notices to be delivered hereunder, if personally delivered, shall be deemed received when delivered. If mailed in the United States mail, notices shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt. If mailed in any other manner, notices shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

District

Owner

Beckwourth Fire District

Richard Joy

180 Main Street



Beckwourth, CA 96129

Attn: Administrative Secretary

Beckwourth 96122  
Beckwourth 96122

Either Party may from time to time change its address for notice by notifying the other party of such new address.

3.9 Entire Agreement: This instrument contains the entire Agreement between the Parties relating to the provision of fire protection services for the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BECKWOURTH FIRE DISTRICT

By:



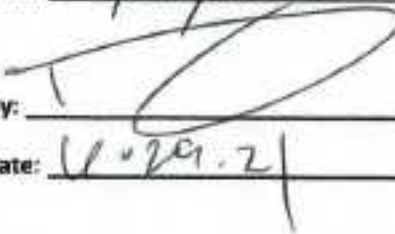
Chair, Board of Directors

Date:

6/29/2021

OWNER

By:



Date:

11/29/21

ATTEST:

By:



Clerk of Board

BECKWORTH FIRE DISTRICT

164

RECEIVED MAY 24 2021

Return executed contract to:

BECKWOURTH FIRE DISTRICT

180 Main Street

Beckwourth, CA 96129

ATTN: Administrative Secretary

## AGREEMENT FOR PROVISION OF INTERIM FIRE PROTECTION SERVICES

### 1. PARTIES AND DATE

This Agreement for Provision of Fire Protection Services ("Agreement") is made and entered into this 14<sup>th</sup> day of May, 2021 by and between the Beckwourth Fire District ("District") and Richard Joy (collectively, "Owner"). District and Owner may sometimes be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

### 2. RECITALS

2.1 District provides fire protection services in and around the community of Beckwourth in unincorporated Plumas County, within District's territorial boundaries as established by the Plumas Local Agency Formation Commission ("LAFCO").

2.2 Owner is the record owner of real property approximately 4.59 acres in size, generally located at 190 Industrial Way in the community of Beckwourth, and bearing Assessor's Parcel Numbers 140-060-040-000.

2.3 The Property is located outside of District's current territorial boundaries, but Owner wishes to receive fire protection service for the Property.

2.4 California Government Code Section 56133 permits District to provide fire protection services outside its territorial boundaries with written authorization from LAFCO "in anticipation of a later change in organization", such as an annexation of the Property into the District or formation of a new District.

2.5 This Agreement is intended to set forth the terms and conditions under which District will provide service to the Property, subject to additional requirements imposed by LAFCO as provided for herein and in anticipation of annexation or formation of a new District. In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Owner agree as follows:

### 3. AGREEMENT

3.1 Fire Protection: Following LAFCO'S approval of District's provision of service to the Commercial Property and it is satisfactory to the District in its present condition, and until such time as the earliest of the following occur, or until District terminates this Agreement pursuant to Section 3.5, District shall provide fire protection to the Property; (1) the Property is annexed into District's territory; (2) The District working with LAFCO successfully forms a new District in Eastern Plumas County that includes owners property; (3) District determines that Owner is in breach of his obligations under this Agreement; (4) District determines that Owner is in breach of his obligations under any applicable County permit or approval; or (5) District and Owner mutually agree otherwise. (6) Owner decides not to annex into the District if a new District is not formed they may cancel contract services with the District at the end of the annual contract term with written notice to the District. Fire protection services provided by District to the Property shall be at the same level of service as that



provided throughout District's territory as if the Property had been annexed into District: The owners property has been inspected prior to issuing a "will Serve letter" and is acceptable to the District in its current condition.

**3.2 Hazardous Uses Prohibited; Compliance with Applicable Law:** Neither Owner nor any tenant or lessee shall, or shall allow, any use or activity on the Property (other than the approved use) which is hazardous under applicable law and/or a fire danger as determined by District. Owner and any and all tenants, lessees, and Successors shall comply fully with all federal, state, and local laws, regulations and ordinances in carrying out any uses or activities on the Property.

**3.3 Fee for Service by District; Effective Date:** During the term of this Agreement, Owner shall pay District the sum of Two Hundred Dollars (\$200) annually as compensation for the services rendered by the District. This annual amount shall be prorated for any partial calendar year. Commencing with the payment for calendar year 2021, each payment shall be increased by two percent (2%) over the previous year's payment, provided that the 2022 payment shall be calculated as though the 2021 payment had not been prorated. Owner shall make the first payment within thirty (30) days of the effective date of this Agreement, which shall be the date on which both Parties and LAFCO have approved this Agreement. Subsequent payments shall be made in advance for each calendar year, no later than February 1st of each year. The District also will require a G.I.S. map be produced of the owner's property for submittal to LAFCO with the application at an approximate cost of \$60 payable at the time of production of the map.

**3.4 Indemnity:** District, its officers, agents or employees, shall have no liability for intentional or negligent acts by Owner, or of any officer, agent, employee, lessee, or tenant thereof, and no liability for injury or damage resulting from any fire or explosion on the Property. Owner shall indemnify and hold District and its officers, agents, employees and independent contractors harmless from any claim or action arising out of performance of this Agreement.

**3.5 Modification and Termination:** This Agreement and any amendment or cancellation thereof shall be the entire interim contract. This Agreement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and attested by the Parties hereto or their successors in interest.

**3.6 Successors in Interest:** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. Each covenant to do or refrain from doing hereunder is for the benefit of and is a burden upon every portion of the Property, runs with the Property and each portion thereof, and is binding upon each of Owner's successors in interest, during their respective ownership of the Property or any portion thereof.

**3.7 Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Plumas County.

**3.8 Notices:** All notices to be delivered hereunder, if personally delivered, shall be deemed received when delivered. If mailed in the United States mail, notices shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt. If mailed in any other manner, notices shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

District

Beckwourth Fire District

180 Main Street

Owner

Richard Joy



Beckwourth, CA 96129

Attn: Administrative Secretary

01822 Hwy 70  
Beckwourth 96129

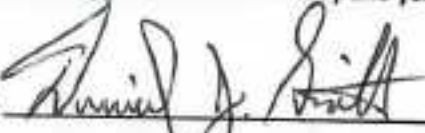
Either Party may from time to time change its address for notice by notifying the other party of such new address.

3.9 Entire Agreement: This instrument contains the entire Agreement between the Parties relating to the provision of fire protection services for the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BECKWOURTH FIRE DISTRICT

By:



Chair, Board of Directors

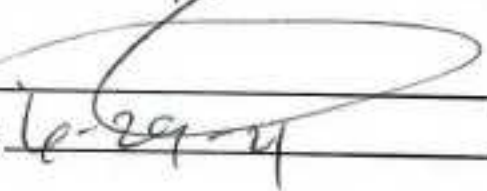
Date:

6/29/2021

OWNER

By:

Date:



ATTEST:

By:

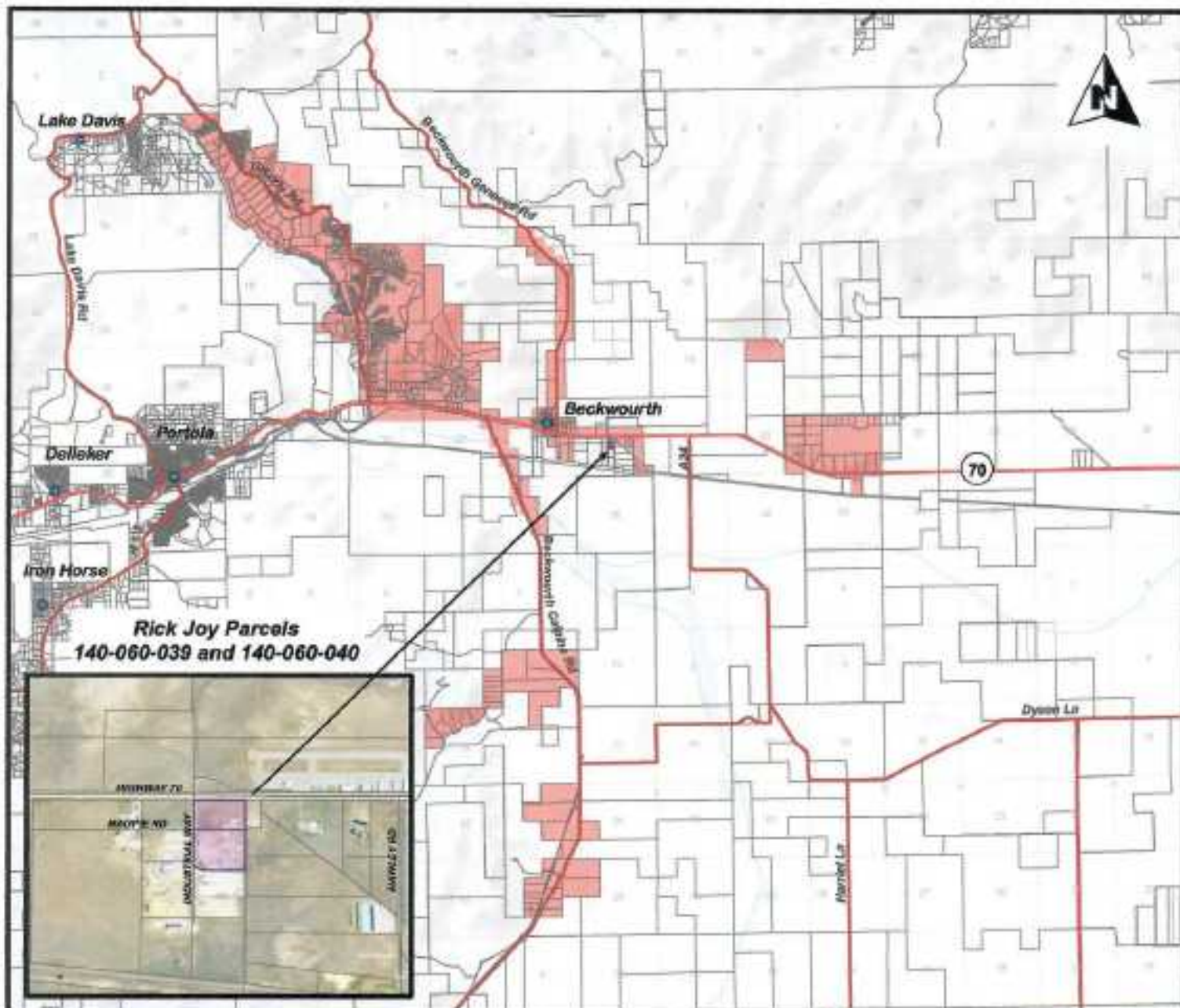


Clerk of Board

BECKWORTH FIRE DISTRICT



# BECKWOURTH FIRE PROTECTION DISTRICT OUT OF AREA SERVICE CONTRACT RICK JOY PARCELS 140-060-039 AND 140-060-040



## Legend

- Communities
  - Plumas County Boundary
  - County Boundaries
  - Highways
  - Roads
  - Parcels
  - Sectional Grid (MOB&M)
  - Beckwourth Fire Protection District
  - Beckwourth Fire Protection District Out of Area Service Contract Parcels
- Rick Joy**  
140-060-039  
30 Maggie Rd Beckwourth CA  
140-060-040  
190 Industrial Way Beckwourth CA
- 0 0.5 1 2 Miles  
Map Created 5/18/2021

## Plumas County



## Beckwourth Fire Protection District



Spencer

Return executed contract to:

BECKWOURTH FIRE DISTRICT

180 Main Street

Beckwourth, CA 96129

ATTN: Administrative Secretary

## AGREEMENT FOR PROVISION OF INTERIM FIRE PROTECTION SERVICES

### 1. PARTIES AND DATE

This Agreement for Provision of Fire Protection Services ("Agreement") is made and entered into this 18th day of May, 2021 by and between the Beckwourth Fire District ("District") and Dick Spencer (collectively, "Owner"). District and Owner may sometimes be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

### 2. RECITALS

2.1 District provides fire protection services in and around the community of Beckwourth in unincorporated Plumas County, within District's territorial boundaries as established by the Plumas Local Agency Formation Commission ("LAFCO").

2.2 Owner is the record owner of real property approximately 20 acres in size, generally located at 2985 Marble Hot Springs Rd in the community of Beckwourth, and bearing Assessor's Parcel Numbers 010-070-025-000.

2.3 The Property is located outside of District's current territorial boundaries, but Owner wishes to receive fire protection service for the Property.

2.4 California Government Code Section 56133 permits District to provide fire protection services outside its territorial boundaries with written authorization from LAFCO "in anticipation of a later change in organization", such as an annexation of the Property into the District or formation of a new District.

2.5 This Agreement is intended to set forth the terms and conditions under which District will provide service to the Property, subject to additional requirements imposed by LAFCO as provided for herein and in anticipation of annexation or formation of a new District. In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Owner agree as follows:

### 3. AGREEMENT

3.1 **Fire Protection:** Following LAFCO'S approval of District's provision of service to the Property and issuance by the County of Plumas of all applicable permits and approvals authorizing Owner to maintain an event center located in the owners barn and it is satisfactory to the District in its present condition, and until such time as the earliest of the following occur, or until District terminates this Agreement pursuant to Section 3.5, District shall provide fire protection to the Property; (1) the Property is annexed into District's territory; (2) The District working with LAFCO successfully forms a new District in Eastern Plumas County that includes owners property; (3) District determines that Owner is in breach of his obligations under this Agreement; (4) District determines that Owner is in breach of his obligations under any applicable County permit or approval; or (5) District and Owner mutually agree otherwise. (6) Owner decides not to annex into the District if a new District is not formed they may cancel contract services with the District at the end of the annual contract term with written notice to the District. Fire protection services provided by District to the Property shall be at the same



level of service as that provided throughout District's territory as if the Property had been annexed into District: The owners property has been inspected prior to issuing a "will Serve letter" and is acceptable to the District in its current condition.

**3.2 Hazardous Uses Prohibited; Compliance with Applicable Law:** Neither Owner nor any tenant or lessee shall, or shall allow, any use or activity on the Property (other than the approved use) which is hazardous under applicable law and/or a fire danger as determined by District. Owner and any and all tenants, lessees, and Successors shall comply fully with all federal, state, and local laws, regulations and ordinances in carrying out any uses or activities on the Property.

**3.3 Fee for Service by District; Effective Date:** During the term of this Agreement, Owner shall pay District the sum of Two Hundred Dollars (\$200) annually as compensation for the services rendered by the District. This annual amount shall be prorated for any partial calendar year. Commencing with the payment for calendar year 2021, each payment shall be increased by two percent (2%) over the previous year's payment, provided that the 2022 payment shall be calculated as though the 2021 payment had not been prorated. Owner shall make the first payment within thirty (30) days of the effective date of this Agreement, which shall be the date on which both Parties and LAFCO have approved this Agreement. Subsequent payments shall be made in advance for each calendar year, no later than February 1st of each year. The District also will require a G.I.S. map be produced of the owner's property for submittal to LAFCo with the application at an approximate cost of \$60 payable at the time of production of the map.

**3.4 Indemnity:** District, its officers, agents or employees, shall have no liability for intentional or negligent acts by Owner, or of any officer, agent, employee, lessee, or tenant thereof, and no liability for injury or damage resulting from any fire or explosion on the Property. Owner shall indemnify and hold District and its officers, agents, employees and independent contractors harmless from any claim or action arising out of performance of this Agreement.

**3.5 Modification and Termination:** This Agreement and any amendment or cancellation thereof shall be the entire interim contract. This Agreement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and attested by the Parties hereto or their successors in interest.

**3.6 Successors in Interest:** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. Each covenant to do or refrain from doing hereunder is for the benefit of and is a burden upon every portion of the Property, runs with the Property and each portion thereof, and is binding upon each of Owner's successors in interest, during their respective ownership of the Property or any portion thereof.

**3.7 Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Plumas County.

**3.8 Notices:** All notices to be delivered hereunder, if personally delivered, shall be deemed received when delivered. If mailed in the United States mail, notices shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt. If mailed in any other manner, notices shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

District

Beckwourth Fire District

Owner,

  
Dick Spencer

180 Main Street

Beckwourth, CA 96129

Attn: Administrative Secretary

2985 Marble Hot Springs Rd

Beckwourth, CA 96129

Either Party may from time to time change its address for notice by notifying the other party of such new address.

3.9 Entire Agreement: This instrument contains the entire Agreement between the Parties relating to the provision of fire protection services for the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BECKWOURTH FIRE DISTRICT

By: 

Chair, Board of Directors

Date: 6/29/2021

OWNER

By: 

Date: May 18th 2021

ATTEST:

By: 

Clerk of Board

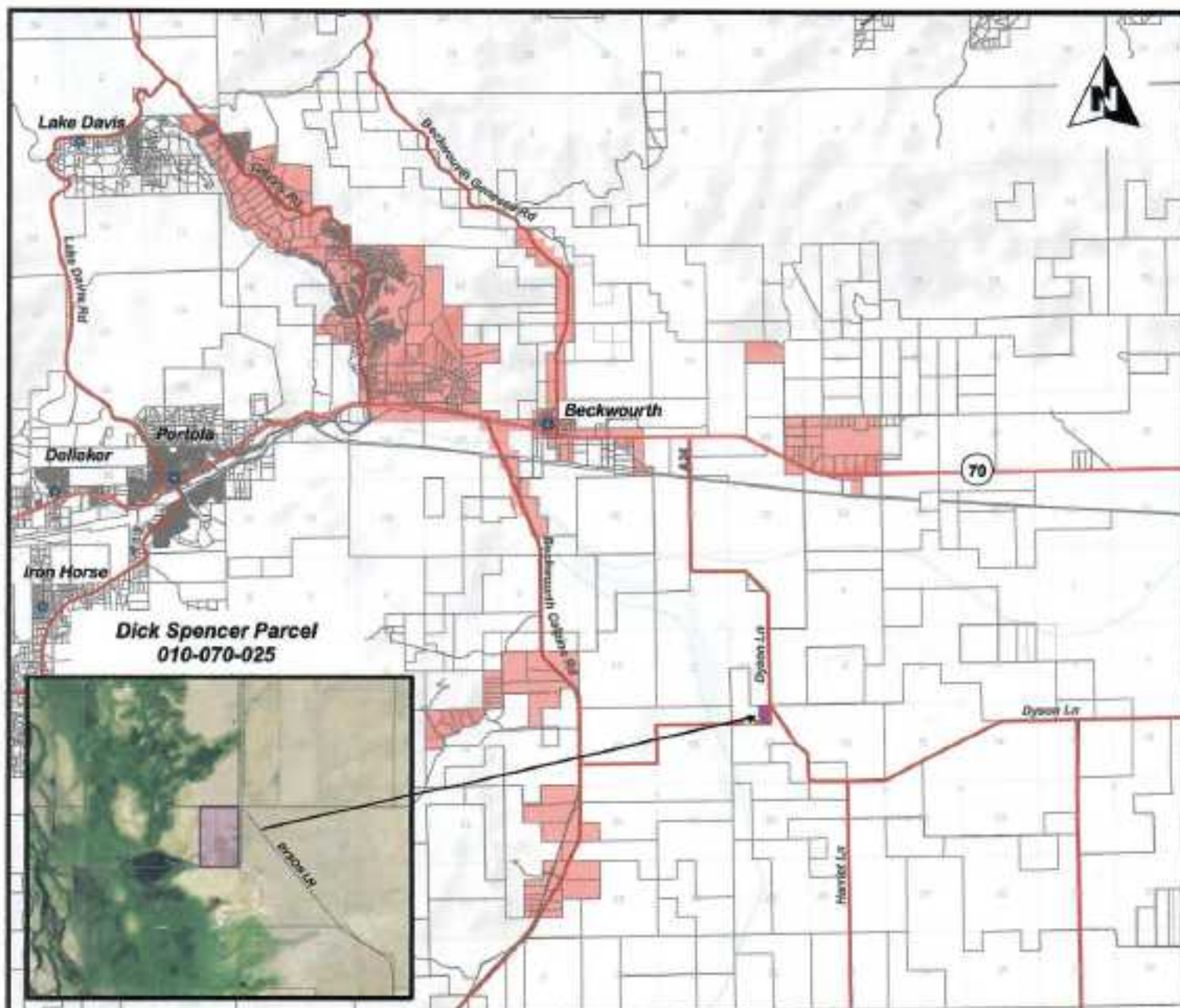
BECKWORTH FIRE DISTRICT



# BECKWOURTH FIRE PROTECTION DISTRICT

## OUT OF AREA SERVICE CONTRACT

### DICK SPENCER PARCEL 010-070-025



#### Legend

- ⊙ Communities
  - Plumas County Boundary
  - County Boundaries
  - Highways
  - Roads
  - Parcels
  - Sectional Grid (MOB&M)
  - Beckwourth Fire Protection District
  - Beckwourth Fire Protection District Out of Area Service Contract Parcels
- Dick Spencer**  
**010-070-025**  
**2985 Marble Hot Springs Rd**  
**Beckwourth CA**
- 0 0.5 1 2 Miles
- Map Created 5/19/2021

#### Plumas County



#### Beckwourth Fire Protection District



**Plumas LAFCo**

**STAFF REPORT**

**MEETING DATE:** October 18, 2021

**TO:** LAFCo Commissioners

**FROM:** Jennifer Stephenson, Executive Officer

**SUBJECT:** MSR Prioritization

**Summary**

Plumas LAFCo has completed initial service reviews of all agencies over which it has jurisdiction and SOI updates for a large majority of those agencies as well. For FY 20-21, the focus of the workplan was the following: dissolution of five inactive districts, reorganization of cemetery districts, and reorganization of fire providers in Eastern Plumas. At the February 8, 2021 meeting, the Commission chose to refocus the funds allocated to the fire reorganization in Eastern Plumas to and MSR and SOI Update for Quincy FPD, and allocate funds in FY 21-22 to the fire reorganization efforts.

The efforts to reorganize the cemetery districts have been ongoing. The next step is to amend the Spheres of Influence for each of the impacted districts. This process requires an SOI study update, which has been completed, and circulation to the districts with public notification prior to a hearing. This step is easiest to complete in the most immediate future.

Also, in the previous fiscal year, it was determined that the Plumas County Flood Control and Water Conservation District cannot be exempted from MSRs as previously thought. Consequently, an MSR should be completed to finalize MSRs on all districts in the County.

Additionally, at the December 14, 2020 meeting of the Commission, certain districts were identified for focused Municipal Service Reviews in FY 21-22. Based on those conversations, the following districts were identified for review in the upcoming year:

- Grizzly Lake Community Services District
- Eastern Plumas Recreation District
- Crescent Mills Fire Protection District
- Indian Valley Community Services District

Prior to initiation of the MSRs, the Dixie Fire paused operations for most districts around the County. In particular, Indian Valley Community Services District suffered significant losses in the fire. The fire continues to impact IVCSD as it struggles to rebuild. Additionally, the fire highlighted the need to address deficiencies of the Crescent Mills Fire Protection District.

### **Initiation of MSRs**

Given the cancellation of the Commission's August meeting, preventing a discussion on work priorities, letters of initiation were sent to Grizzly Lake CSD and Eastern Plumas Recreation District making an initial request for documents (due date October 20, 2021) to begin the data collection process. These two districts were focused on due to the existing challenges and staffing limitations faced by Indian Valley CSD.

The Grizzly Lake CSD confirmed receipt of the request, but has not yet provided the requested documents. Eastern Plumas Recreation District responded that it recently became inactive and does not have an active governing body. No documents were provided.

### **Recommended Order of Priority**

Based on the existing status and circumstances impacting MSR necessity and district staff availability, it is recommended that the MSR/SOI updates occur as follows over the year.

- 1) Cemetery SOIs
- 2) Grizzly Lake CSD
- 3) Quincy FPD
- 4) Crescent Mills FPD
- 5) Indian Valley CSD
- 6) Plumas County Flood Control and Water Conservation District
- 7) Eastern Plumas Recreation District