

**RESOLUTION NO. 2541**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR OF CALIFORNIA MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PORTOLA FOR THE PERIOD OF FEBRUARY 11TH, 2023 TO MARCH 10TH, 2023 PURSUANT TO BROWN ACT PROVISIONS.**

**WHEREAS**, the City of Portola is committed to preserving and nurturing public access and participation in meetings of the City Council; and

**WHEREAS**, all meetings of the City of Portola's legislative bodies 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 City's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provision 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 City's boundaries, 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; and

**WHEREAS**, the Governor of California issued a proclamation of a state of emergency March 4, 2020 and the City Council of the City of Portola previously proclaimed by Official Proclamation on March 19, 2020, finding that the requisite conditions exist for the legislative bodies of the City of Portola to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

**WHEREAS**, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City of Portola, and the City Council has done so; and

**WHEREAS**, emergency conditions persist in the City of Portola specifically, a novel coronavirus, COVID-19, which symptoms include fever, cough, and shortness of breath with outcomes ranging from mild to severe illness, and in some cases death; and

**WHEREAS**, Plumas County, where the residents of the City of Portola reside, reports that many cases of COVID-19 and its variants continue to be contracted regularly within the county; and

**WHEREAS**, the City of Portola does hereby find that the Existence of a Local Emergency due to the COVID-19 Pandemic has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City of Portola and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City of Portola 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 continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, the City Council of the City of Portola has been conducting meeting via live streaming at: <https://zoom.us/j/3583067836> or by phone at: 1.669.900.6833, meeting ID 358 306 7836 so that the public may participate in the City Council meetings;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTOLA 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. Affirmation that Local Emergency Persists. The City Council hereby considers the conditions of the state of emergency in the City of Portola and proclaims that a local emergency persists throughout the City, and the novel coronavirus, COVID-19, continues to persist within the City as well as throughout Plumas County at a rate that poses significant risk to the health of all citizens.

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The City Council hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 19, 2020.

Section 4. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of Portola are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct 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 immediately upon its adoption and shall be effective until the earlier of (i) February 11th, 2023, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953~~(3)~~ to extend the time during which the legislative bodies of the City of Portola may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Portola, this 22<sup>th</sup> day of February 2023, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Tom Cooley, Mayor

ATTEST:

\_\_\_\_\_  
Jason Shaw Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on February 22, 2023.

\_\_\_\_\_  
Jason Shaw, Deputy City Clerk

Louis A. Basile  
Ethan J. Birnberg\* $\diamond$   
Kelley R. Carroll\* $\dagger$   
Steven C. Gross\*  
Brian C. Hanley\*  
James E. Simon  
Ravn R. Whittington\*



David W. Wolfe\*  
Sara D. Davidson  
Traci S. Mason  
Pamela M. Everett

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James L. Porter, Jr., *Of Counsel*

*$\dagger$  Certified Specialist in Estate  
Planning, Trust & Probate Law  
(California Board of Legal  
Specialization)*

*\* Also licensed in Nevada*

*$\diamond$  Also licensed in Colorado and  
Wyoming*

## MEMORANDUM

**To:** City Council, City of Portola  
Jon Kennedy, Interim City Manager  
**From:** Steven C. Gross, City Attorney  
**Date:** January 5, 2023  
**Subject:** The Brown Act and Teleconferencing

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Interim City Manager Kennedy asked me to prepare this Memorandum to brief the City Council on upcoming changes to the Brown Act and its teleconference provisions.

### A. Background

For approximately the last 35 years, the Brown Act has permitted legislative bodies to use video teleconferencing for certain purposes in connection with a meeting. (Government Code Section 54953(b)). “Teleconference” is defined as “a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.” (Government Code Section 54953(b)(4))

#### 1. Traditional Teleconferencing

From approximately 1997 through 2021, the teleconference rules remained largely unchanged. While options for using teleconferencing have been added by AB 361 in 2021 and AB 2449 in 2022, the historic or traditional teleconferencing provisions continue to remain in effect and are available for use. Those provisions are referred to in this Memorandum as “traditional teleconferencing.”

#### 2. AB 361 Teleconferencing

In response to the COVID-19 pandemic, the teleconference provisions were substantially modified by AB 361 when it was signed into law on September 16, 2021 and became effective on October 1, 2021. AB 361 only remains in effect until January 1, 2024, when it terminates by its own provisions. AB 361 provides tremendous flexibility for conducting meetings and the District has been conducting most of its meetings for the last year pursuant to these rules.

However, AB 361 teleconferencing can only be utilized while a state of emergency that has been proclaimed by the Governor is in effect. On October 17, 2022, Governor Newsom

announced that the COVID-19 state of emergency will end on February 28, 2023. Therefore, as of March 1, 2023, teleconferencing will only be able to be conducted under the traditional teleconferencing rules or AB 2449 teleconferencing rules.

3. AB 2449 Teleconferencing

On September 13, 2022, AB 2449 was signed into law and became effective on January 1, 2023. It will remain in effect through the end of 2025. These rules are very complex and restrictive; they may prove to be of little value. Beginning on January 1, 2026, only the traditional teleconferencing rules will be available unless further legislation is enacted.

**B. Traditional Teleconferencing Rules**

1. Agendas must be posted at all teleconference locations
2. Each teleconference location must be identified on the notice and agenda
3. Each teleconference location must be accessible to the public
4. At least a quorum of the members of the legislative body must participate in locations with the boundaries of the agency
5. The public must be able to address the legislative body directly from each teleconference location
6. All votes must be by rollcall

(Government Code Section 54953(b))

**C. AB 361 Teleconferencing Rules**

1. Notice of the meeting must be given in accordance with the other provisions of the Brown Act
2. Bodies may meet via teleconference without complying with the traditional teleconferencing rules during a proclaimed state of emergency by the Governor and either
  - a. state or local officials have imposed or recommended measures to promote social distancing;
  - b. for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
  - c. by majority vote, pursuant to (b) above, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees
3. When notice of a meeting is given or the agenda is posted, notice of the means by which the public may access the meeting must be given, which may be by a call-in option or an internet-based service option
4. A physical location from which the public may attend or comment need not be provided
5. If a disruption prevents the broadcasting of the meeting to the public using the call-in option or internet-based service option, or if a disruption within the local agency's control

prevents the public from offering public comments using the call-in option or internet-based service option, no further action may be taken until public access to the meeting via the call-in option or internet-based service option is restored

6. Can't require that public comments be submitted in writing in advance of the meeting; public must be able to address the body and offer comment in real time
7. Members of the public who choose to make public comment through an internet website or online platform not under the control of the agency may be required to register as required by the third-party website or platform
8. Must allow a reasonable amount of time for members of the public to register or otherwise be recognized before closing public comment
9. Must make findings at least every 30 days of the need to meet via teleconference without complying with the traditional teleconferencing rules

(Government Code Section 54953(e))

**D. AB 2449 Teleconferencing Rules**

1. At least a quorum of the Council must participate in person from a singular physical location identified on the agenda, which location must be open to the public and within the boundaries of the agency
2. A Council member may only teleconference for publicly disclosed "just cause" or in "emergency circumstances" approved by the legislative body
3. A Council member may only teleconference for a limited number of meetings during a calendar year – no more than 3 consecutive months or 20% of meetings or no more than 2 if there are 10 or less meetings in the calendar year
4. There must be either a two-way audiovisual platform or two-way telephonic service and a live webcasting of the meeting to allow the public to remotely hear and visually observe the meeting, and remotely address the legislative body
5. The agenda must identify and include an opportunity for all persons to attend via a call-in option, internet-based service option, and at the in-person location of the meeting
6. Members of legislative body may only participate remotely if they:
  - a. notify the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for "just cause", including a general description of the circumstances relating to their need to appear remotely at the given meeting; or
  - b. request the legislative body to allow them to participate in the meeting remotely due to "emergency circumstances" and the legislative body takes action to approve the request. The legislative body must request a general description (generally not exceeding 20 words) of the circumstances relating to their need to appear remotely at the given meeting.
7. "Just cause" is limited to one or more of the following:

- a. a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely
  - b. a contagious illness that prevents a member from attending in person
  - c. a need related to a physical or mental disability as defined by statute; or
  - d. travel while on official business of the legislative body or another state or local agency
8. “Emergency circumstances” means a physical or family medical emergency that prevents a member from attending in person
  9. The member of the legislative body shall publicly disclose at the meeting, before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individual(s)
  10. The member of the legislative body shall participate through *both* audio and visual technology
  11. If a disruption prevents the broadcasting of the meeting to the public using the call-in option or internet-based service option, or if a disruption within the local agency’s control prevents the public from offering public comments using the call-in option or internet-based service option, no further action may be taken until public access to the meeting via the call-in option or internet-based service option is restored
  12. Can’t require that public comments be submitted in writing in advance of the meeting; public must be able to address the body and offer comment in real time
  13. Members of the public who choose to make public comment through an internet website or online platform not under the control of the agency may be required to register as required by the third-party website or platform
  14. Must allow a reasonable amount of time for members of the public to register or otherwise be recognized before closing public comment
  15. The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, and in notice of the time of the meeting is otherwise given or the agenda for the meeting is posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation
  16. The legislative body may take action on an item not on the agenda by two-thirds vote of the members present or unanimous vote of less than two-thirds are present that there is a need to take immediate action and the need for action came to the attention of the agency after the agenda was posted to consider action on a request from a member to participate in a meeting remotely due to emergency circumstances if the request does not allow sufficient time to place the proposed action on the posted agenda and the legislative body may approve such a request by a majority vote of the legislative body

(Government Code Sections 54953(f) and 54954(b))

**RESOLUTION NO. 2542**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD  
JANUARY 26, 2023 THROUGH FEBRUARY 22, 2023.**

**ACCOUNTS PAYABLE  
CHECK NUMBERS: 44595 – 44670  
(VOIDED CHECKS: 44443,44460)**

**PAYROLL  
CHECK NUMBERS: 17230 – 17235**

**WHEREAS**, the City Council of the City of Portola has been fully advised that all such claims and demands are legal obligations of the City; and,

**WHEREAS**, the City Council has fully considered the claims and money demands and payment thereof as set forth below and in "Exhibit A" attached hereto and incorporated herein.

<b>ACCOUNTS PAYABLE:</b>	<b>\$ 261,981.04</b>
<b>PAYROLL:</b>	<b><u>\$ 45,619.18</u></b>
<b>TOTAL:</b>	<b><u>\$ 307,600.22</u></b>

**NOW THEREFORE BE IT RESOLVED THAT** all claims and demands represented are just and proper and legal demands or claims against the City of Portola, and the payment of any such demands is approved and authorized.

**PASSED, APPROVED AND ADOPTED** this 22<sup>nd</sup> day of February, 2023 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Tom Cooley, Mayor

ATTEST:

\_\_\_\_\_  
Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on February 22, 2023.

\_\_\_\_\_  
Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000035	I-202302011019	GOPHER MATERIALS & SUPPLIES	R	2/08/2023		409.47	044595	409.47
0007	I-202302010987	ALPINE FIRE SERVICES, INC WATER/SEWER PROF SERVICES	R	2/08/2023		981.64	044596	981.64
0007	I-202302011015	ALPINE FIRE SERVICES, INC CITY HALL	R	2/08/2023		99.10	044597	99.10
0014	I-202302011009	AMERICAN WINDMILLS SEWER SYSTEM IMPROVEMENT	R	2/08/2023		5,000.00	044598	5,000.00
0015	I-202302010997	AMERIGAS LDWTP PROPANE	R	2/08/2023		919.81	044599	919.81
0015	I-202302010998	AMERIGAS PUBLIC WORKS PROPANE	R	2/08/2023		954.87	044600	954.87
0015	I-202302010999	AMERIGAS CITY HALL PROPANE	R	2/08/2023		754.43	044601	754.43
0015	I-202302011000	AMERIGAS SS FIREHALL PROPANE	R	2/08/2023		362.24	044602	362.24
0019	I-202302010984	AQUA SIERRA CONTROLS INC. SEWER PROF SERVICES	R	2/08/2023		2,290.13	044603	2,290.13
0022	I-202302011003	AT&T LDWTP LONG DISTANCE CHARGES	R	2/08/2023		92.43	044604	92.43
0023	I-202302011004	AT&T CALNET 3 SCADA LDWTP	R	2/08/2023		72.14	044605	72.14
0078	I-202302011002	ENCOMPASS XEROX COPIES	R	2/08/2023		90.43	044606	90.43
0086	I-202302010990	FOLCHI LOGGING & CONSTR., INC. CONTRACT SNOW REMOVAL	R	2/08/2023		5,400.00	044607	5,400.00
0090	I-202302011012	GRAINGER SNOW MATERIALS & SUPPLIES	R	2/08/2023		262.77	044608	262.77
0101	I-202302011016	HUNT & SONS, INC. WILLIAMS HOUSE HEATING OIL	R	2/08/2023		300.19	044609	300.19



VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0103	I-202302010994	IEDA LABOR RELATIONS CONSULTING	R	2/08/2023		245.30	044610	245.30
0111	I-202302011014	JEFFERSON SUPPLY COMPANY WATER MATERIALS & SUPPLIES	R	2/08/2023		22.52	044611	22.52
0133	I-202302011008	LIBERTY UTILITIES CITY ELECTRIC BILLS	R	2/08/2023		7,613.40	044612	7,613.40
0141	I-202302010996	MCI MEGA PREFERRED 800 LONG DISTANCE #	R	2/08/2023		45.21	044613	45.21
0145	I-202302011013	MILL SUPPLY, INC SNOW EQUIP REP	R	2/08/2023		877.10	044614	877.10
0148	I-202302011001	NAPA SIERRA MATERIALS & SUPPLIES	R	2/08/2023		1,513.11	044615	1,513.11
0159	I-202302011017	OFFICE DEPOT OFFICE SUPPLIES	R	2/08/2023		273.08	044616	273.08
0162	I-202302011018	OPERATING ENGINEERS EMPLOYEE HEALTH INSURANCE	R	2/08/2023		11,696.00	044617	11,696.00
0175	I-202302010985	PLUMAS ACE HARDWARE MATERIALS & SUPPLIES	R	2/08/2023		1,164.06	044618	1,164.06
0184	I-202302010991	PLUMAS SIERRA RURAL ELECTRIC LDWTP ELECTRIC	R	2/08/2023		1,676.67	044619	1,676.67
0185	I-202302010992	PLUMAS SIERRA TELECOMMUNICAT CITY INTERNET SERVICES	R	2/08/2023		382.00	044620	382.00
0218	I-202302011010	SILVER STATE ANALYTICAL WATER/WASTERWATER TESTING	R	2/08/2023		626.00	044621	626.00
0231	I-202302010993	SUCCEED.NET WEB HOSTING	R	2/08/2023		67.85	044622	67.85
0239	I-202302010988	THATCHER , INC SEWER CHEMICALS	R	2/08/2023		4,762.49	044623	4,762.49
0241	I-202302010986	THOMPSON GARAGE DOORS WATER/SEWER PROF SERVICES	R	2/08/2023		250.00	044624	250.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0253	I-202302011020	US BANCORP CITY CREDIT CARD CHARGES	R	2/08/2023		862.47	044625	862.47
0256	I-202302011011	USA BLUE BOOK WATER MATERIALS & SUPPLIES	R	2/08/2023		677.69	044626	677.69
0260	I-202302011005	VERIZON WIRELESS CITY CELL PHONES	R	2/08/2023		294.76	044627	294.76
0260	I-202302011006	VERIZON WIRELESS CITY LAND LINES	R	2/08/2023		490.78	044628	490.78
0260	I-202302011007	VERIZON WIRELESS LDWTP DATA PLAN	R	2/08/2023		108.05	044629	108.05
0269	I-202302010995	XEROX FINANCIAL SERVICES XEROX COPIER LEASE	R	2/08/2023		268.13	044630	268.13
1	I-202302010989	LEAH TURNER COUNCIL TRAINING	R	2/08/2023		1,391.48	044631	1,391.48

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	37	0.00	53,297.80	53,297.80
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>37</b>	<b>0.00</b>	<b>53,297.80</b>	<b>53,297.80</b>

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	37	0.00	53,297.80	53,297.80
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	37	0.00	53,297.80	53,297.80

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	2/2023	8,325.82CR
207	2/2023	3,879.80CR
208	2/2023	10,904.37CR
215	2/2023	41.14CR
710	2/2023	10,762.07CR
720	2/2023	18,976.81CR
730	2/2023	407.79CR
=====		
ALL		53,297.80CR

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000009	I-202302151058	CRESCENT TOW & REPAIR VEH ABATEMENT	R	2/22/2023		3,500.00	044632	3,500.00
000029	I-202302151053	COUNTRY BREEZE CLEANING CITY HALL CLEANING SERVICE	R	2/22/2023		400.00	044633	400.00
000036	I-202302151060	RENO CYCLES & GEAR SNOW EQUIP REPAIR	R	2/22/2023		622.25	044634	622.25
0005	I-202302151048	AIRGAS, INC. ACETLENE/OXYGEN	R	2/22/2023		235.90	044635	235.90
0007	I-202302151034	ALPINE FIRE SERVICES, INC ANNUAL SERVICES	R	2/22/2023		486.95	044636	486.95
0008	I-202302151049	ALWAYS ANSWER 800 NUMBER	R	2/22/2023		46.50	044637	46.50
0015	I-202302151036	AMERIGAS SS FIRE HALL PROPANE	R	2/22/2023		796.87	044638	796.87
0015	I-202302151037	AMERIGAS PW PROPANE	R	2/22/2023		1,142.41	044639	1,142.41
0015	I-202302151038	AMERIGAS CITY HALL PROPANE	R	2/22/2023		834.93	044640	834.93
0021	I-202302151050	AT&T 800 EMERGENCY LINE	R	2/22/2023		4.77	044641	4.77
0023	I-202302151040	AT&T CALNET 3 SCADA LDWTP	R	2/22/2023		75.30	044642	75.30
0039	I-202302151042	BULLET INFORMATION TECHNOLOGY IT SERVICES	R	2/22/2023		560.00	044643	560.00
0040	I-202302151039	CA DEPT OF TAX AND FEE ADMIN WATER RIGHTS	R	2/22/2023		759.36	044644	759.36
0052	I-202302151029	CITY OF PORTOLA WATER SEWER BILLS	R	2/22/2023		2,199.66	044645	2,199.66
*VOID*	044646	VOID CHECK	V	2/22/2023			044646	**VOID**

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0055	I-202302151030	COATES TIRE CENTER VEH/EQUIP REPAIR	R	2/22/2023		8,233.19	044647	8,233.19
0062	I-202302151041	CSG CONSULTANTS, INC. CODE ENFORCEMENT	R	2/22/2023		4,160.00	044648	4,160.00
0063	I-202302151055	CURRENT ELECTRIC & ALARM, INC ALARM MONITORING SERVICES	R	2/22/2023		555.00	044649	555.00
0091	I-202302151031	GRANITE CONSTRUCTION, INC SNOW STREET REPAIR	R	2/22/2023		3,720.84	044650	3,720.84
0101	I-202302151059	HUNT & SONS, INC. CITY FUEL CHARGES	R	2/22/2023		7,121.27	044651	7,121.27
0105	I-202302151028	INTERMOUNTAIN DISPOSAL ARPA	R	2/22/2023		1,916.29	044652	1,916.29
0105	I-202302151057	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	2/22/2023		233.05	044653	233.05
0122	I-202302151033	KIMBALL MIDWEST SNOW MATERIALS & SUPPLIES	R	2/22/2023		289.04	044654	289.04
0124	I-202302151032	KOMATSU EQUIPMENT SNOW EQUIP REPAIR	R	2/22/2023		74.10	044655	74.10
0129	I-202302151025	LEAGUE OF CALIFORNIA CITIES MEMBERSHIP DUES	R	2/22/2023		1,567.00	044656	1,567.00
0129	I-202302151026	LEAGUE OF CALIFORNIA CITIES MEMBERSHIP DUES	R	2/22/2023		100.00	044657	100.00
0159	I-202302151044	OFFICE DEPOT OFFICE SUPPLIES	R	2/22/2023		547.96	044658	547.96
0174	I-202302151043	PLANWEST PARTNERS FIRE FEASIBILITY STUDY	R	2/22/2023		19,620.97	044659	19,620.97
0181	I-202302151054	PLUMAS COUNTY SHERIFF'S OFFICE SHERIFF CONTRACT	R	2/22/2023		130,000.00	044660	130,000.00
0188	I-202302151024	PORTER SIMON CORPORATION LEGAL PROF SERVICES	R	2/22/2023		6,565.00	044661	6,565.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0192	I-202302151046	PURCHASE POWER POSTAGE FOR METER	R	2/22/2023		1,604.07	044662	1,604.07
0208	I-202302151047	SAUERS ENGINEERING, INC. SEWER PROF SERVICES	R	2/22/2023		1,105.00	044663	1,105.00
0218	I-202302151035	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	2/22/2023		1,782.00	044664	1,782.00
0227	I-202302151045	STATE OF CALIFORNIA SIGNALS & LIGHTING	R	2/22/2023		460.39	044665	460.39
0235	I-202302151052	SUSAN SCARLETT ACCOUNTING SERVICES	R	2/22/2023		5,000.00	044666	5,000.00
0240	I-202302151056	THOMAS G. VALENTINO SOLID WASTE CONSULTING SERVICE	R	2/22/2023		630.00	044667	630.00
0252	I-202302151051	UNITED STATES POSTAL SERVICE POSTAGE FOR PERMIT	R	2/22/2023		1,500.00	044668	1,500.00
1	I-202302151023	JON KENNEDY SCORE MILEAGE	R	2/22/2023		217.33	044669	217.33
1	I-202302151027	JASON SHAW REIMBURSEMENT	R	2/22/2023		15.84	044670	15.84

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	38	0.00	208,683.24	208,683.24
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>39</b>	<b>0.00</b>	<b>208,683.24</b>	<b>208,683.24</b>

\*\*\*\* CHECK LISTING \*\*\*\*

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	38	0.00	208,683.24	208,683.24
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	39	0.00	208,683.24	208,683.24

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	2/2023	171,360.41CR
207	2/2023	910.39CR
208	2/2023	18,524.36CR
215	2/2023	250.00CR
710	2/2023	7,447.07CR
720	2/2023	6,964.99CR
730	2/2023	3,226.02CR
=====		
ALL		208,683.24CR



**City of Portola  
Minutes  
Special Meeting  
May 18, 2022 03:00 PM  
35 Third Ave Portola 96122  
<https://www.cityofportola.com/>**

Mayor Pat Morton • Mayor Pro Tem Tom Cooley • Councilmember Phil Oels • Councilmember Stan Peiler • Councilmember Bill Powers

**1. Call to Order**

The meeting was called to order at 6:00 pm by Mayor Pat Morton.

**A. Roll Call**

Present: Mayor Pat Morton, Mayor Pro Tem Tom Cooley, Councilmember Phil Oels  
Absent: Councilmember Stan Peiler, Councilmember Bill Powers  
Staff Present:

Financial Officer Susan Scarlett, Interim City Manager Jon Kennedy

**2. Public Comments**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Please note that California law prohibits the City Council from taking action on any matter which is not on the posted agenda, unless it is determined to be an urgency item by the City Council. Any member of the public wishing to address the City Council during "**PUBLIC COMMENT**" shall first secure permission of the presiding officer, stand; may give his/her name and address to the Clerk for the record. Each person addressing the City Council shall be limited to three minutes ordinarily, unless the presiding officer indicates a different amount will be allotted.

**3. 2022/2023 Budget Workshop** Councilmember Phil Oels motioned to approve. A second was made by Mayor Pro Tem Tom Cooley. The roll call vote:

Aye Mayor Pat Morton Aye Mayor Pro Tem Tom Cooley Aye Councilmember Phil Oels  
Absent Councilmember Stan Peiler Absent Councilmember Bill Powers Finance Officer Susan Scarlett reviewed the draft budget in detail at the workshop. Add on items were reviewed and the Council was asked which items should be included in the draft budget going forward. All items on the Add on list were approved. An updated step program was presented to the City Council which included a 4.7% Cola adjustment for full time employees

**4. Adjournment**



**RESOLUTION NO. 2543**

**RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF PORTOLA REQUESTING THE PLUMAS LOCAL AGENCY FORMATION COMMISSION TO INITIATE PROCEEDINGS FOR THE FORMATION OF A NEW FIRE PROTECTION DISTRICT AND REORGANIZATION OF EXISTING FIRE SERVICE PROVIDERS IN THE AFFECTED TERRITORY**

Resolved, by the City Council of the City of Portola (“the City), that:

**WHEREAS**, the City in conjunction with other affected agencies approving substantially similar resolutions and listed within this resolution, desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code and California Health and Safety Code Sections 13800-13970, also known as the Fire Protection District Law of 1987, for the formation of a new fire protection district and the concurrent dissolution of the Beckwourth and Sierra Valley Fire Protection Districts and the divestiture of power/transfer of responsibility to provide fire protection, emergency medical and rescue services by the Gold Mountain Community Services District and the City of Portola (as multi-service agencies), contingent upon the formation of the proposed fire protection district as authorized by LAFCo and approved by election; and

**WHEREAS**, the City of Portola, Beckwourth Fire Protection District, Gold Mountain Community Services District, and Sierra Valley Fire Protection District, hereinafter referred to as “Participating Fire Agencies”, are authorized to provide fire protection, emergency medical and rescue services within their respective boundaries directly or by contract based on their respective formation documents and principal acts (California Government Code Section 38600, et seq., California Health and Safety Code Section 13800, et seq., and California Government Code Section 61000, et seq.); and

**WHEREAS**, in 2017, the City of Portola made the decision to close its fire department and contract for services, which was the impetus for several discussions and meetings amongst the region’s fire protection providers and the public seeking a means to address the common issues faced by the affected agencies, including but not limited to significant financial constraints in the face of rising costs, reliance on volunteers in a time of declining volunteerism, illogical fire service boundaries, disjointed service operations and planning, and maintaining full governing bodies from small population bases; and

**WHEREAS**, in 2020, the Participating Fire Agencies each signed a memorandum of understanding forming the Local Emergency Services Study Group (LESSG) with the intent of considering structure options to address the common challenges to effective fire protection and emergency medical services in the region; and

**WHEREAS**, in 2020, the LESSG came to the unanimous conclusion that formation of a new fire protection district combined with dissolution of the existing fire protection districts and divestiture of fire protection services by multi-service agencies was the preferred option for the region to best address the shared challenges faced by the Participating Fire Agencies, and to enhance services to the community; and

**WHEREAS**, the Participating Fire Agencies jointly financed a feasibility study, conducted by an independent consulting firm selected through an open and public process with the issuance of a Request for Proposals, with said study concluding that a newly drawn fire protection district would beneficially merge the operations of four different agencies currently providing fire services into one efficient, effective, and sustainable emergency services system, providing a proactive, sustainable solution for future fire and emergency service needs for the area by creating a regional district with an improved economy of scale and associated benefits; and

**WHEREAS**, in October 2022, the Participating Fire Agencies each unanimously approved the feasibility study and directed the LESSG to compile an application to the Plumas Local Agency Formation Commission for the reorganization described in the feasibility study/plan for services (Exhibit B); and

**WHEREAS**, the Plumas Local Agency Formation Commission, hereinafter referred to as Commission, serves as the review authority over the formation and reorganization of cities and special districts as contained in and authorized by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, hereinafter referred to as “the Act”, commencing with Section 56000 of the California Government Code; and

**WHEREAS**, the Act establishes the process pursuant to which citizens or legislative bodies of local agencies may seek the formation and reorganization of cities and districts; and

**WHEREAS**, in order to facilitate the formation of a new fire protection district, through adoption of this resolution of application, the City of Portola has assumed the principal role in initiating the proposal and requesting the Commission to commence its review process by the filing of an application with the appropriate fees paid jointly by the Participating Fire Agencies; and

**WHEREAS**, the proposed reorganization is consistent with the adopted spheres of influence for the City of Portola, Beckwourth Fire Protection District, Gold Mountain Community Services District, and Sierra Valley Fire Protection District ensuring that there is no duplication of services within the resulting boundaries of the proposed fire protection district, through dissolution of single service fire providers as indicated by the “Zero Sphere of Influence” adopted for the Beckwourth Fire Protection District and Sierra Valley Fire Protection District, and divestiture of fire and emergency medical services as indicated by the “Limited Service Sphere of Influence” adopted for Gold Mountain Community Services District; and

**WHEREAS**, notice of intent to adopt this resolution of application has been given, and this Council/Board has conducted a public hearing based upon this notification, and has received and considered comments presented at that hearing; and

**WHEREAS**, the territory proposed to be reorganized is considered to be inhabited (more than 12 registered voters) and a description of the boundaries of the territory to be included within the proposed fire protection district and a map of the proposed boundary designated as set forth in Exhibit A, are attached hereto and by this reference incorporated herein; and

**WHEREAS**, the reasons for the proposed reorganization are as follows:

1. The four agencies provide essentially the same fire protection and emergency medical services in the region and face substantially similar challenges to providing adequate and sustainable services, consisting of:
  - a. Ever increasing mandatory requirements and standards.
  - b. Limited volunteers and volunteer recruitment and retention programs and incentives.
  - c. Inadequate levels and types of training opportunities.
  - d. Limited administrative capacity to address growing organizational requirements.
  - e. Insufficient funding to cover growing expenses.
2. The reorganization would allow the new district to better meet the emergency fire, rescue, and medical needs of its communities. The newly formed district will implement a phased plan for creating a uniform level of service within the entirety of its territory which would allow:
  - a. Better utilization of resources.

- b. Enhanced capital asset planning and streamlined improvement process.
- c. Enhanced response to emergency incidents based on key operational activities performed by paid professionals, paid part-time readiness staff, expanded paid personnel, fleet and station readiness, and district-wide uniform training and procedures.
- d. Reduced operating and administrative costs while increasing service levels.
- e. Enhanced efficiency of management through combining of technology infrastructure, fleet maintenance, and other administrative functions.
- f. Enhanced and standardized public education outreach.

**WHEREAS**, the following agencies would be affected by the proposed jurisdictional changes:

1. City of Portola;
2. Beckwourth Fire Protection District;
3. Gold Mountain Community Services District; and
4. Sierra Valley Fire Protection District.

**WHEREAS**, it is desired to require that the proposed reorganization be subject to the following terms and conditions:

1. A new fire protection district be formed with the proposed boundaries as identified in Exhibit A (map and legal description of boundaries of proposed district).
2. The new fire protection district will be named “Beckwourth Peak Fire Protection District”.
3. Beckwourth Fire Protection District and Sierra Valley Fire Protection District shall be dissolved, and the new fire protection district named the successor for both agencies, including all rights, responsibilities, properties, contracts, assets and liabilities, and functions of the Beckwourth Fire Protection District and the Sierra Valley Fire Protection District, and any funds to which it succeeds may be expended and properly disposed of as provided by Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800 et seq.), as itemized in Asset Transfer Schedules Exhibits C (Beckwourth Fire Protection District) and D (Sierra Valley Fire Protection District).
4. Gold Mountain Community Services District shall be divested of the power to provide fire protection and emergency medical services, and the new fire protection district named the successor of those services within Gold Mountain Community Services District’s boundaries. Gold Mountain Community Services District will maintain its powers to provide wildland fire response and hazardous fuels reduction and will continue to levy a special tax to support these services.
5. The City of Portola shall transfer the responsibility of providing fire protection and emergency medical services, and the new fire protection district named the successor of those services within the city limits.
6. Gold Mountain Community Services District shall irrevocably convey to the new fire protection district the real and personal property described in the Asset Transfer Schedule attached hereto as Exhibit E upon district formation.
7. The City of Portola shall irrevocably convey to the new fire protection district the real and personal property described in the Asset Transfer Schedule attached hereto as Exhibit F

upon district formation.

8. All fire protection volunteers of the City of Portola, Beckwourth Fire Protection District, Gold Mountain Community Services District, and Sierra Valley Fire Protection District who meet the qualifications for volunteer fire fighters established by the new fire district shall be invited and encouraged to apply with the new fire protection district.
9. All full- or part-time employees of the Beckwourth Fire Protection District and the Sierra Valley Fire Protection District shall be invited and encouraged to apply with the new fire protection district.
10. Beckwourth Fire Protection District and the Sierra Valley Fire Protection District do not have any full-time employees. No benefit programs are offered to any employees. The board of the new fire district is urged to consider severance payments to employees of the predecessor agencies on a case-by-case basis, if the circumstances of transition to the new district warrant such action.
11. The successor agency shall function under and carry out all authorized duties and responsibilities assigned to a Fire Protection District as outlined in the Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800 et seq.) and other applicable laws, with the exception of ambulance services presently provided throughout the territory to be included in the proposed new fire protection district by Eastern Plumas Healthcare District.
12. A tax exchange agreement shall be negotiated with the County to maintain at least the existing level of property tax income received by Beckwourth Fire Protection District, Sierra Valley Fire Protection District, and Gold Mountain Community Services District for the successor agency, as provided for in Government Code Section 56810. In addition, the City of Portola shall petition the Board of Supervisors to reallocate a \$70,000, in total, of its existing property tax income, across each of its tax rate areas, to the successor agency. A reallocation formula shall be based upon the FY 2022/23 tax roll information maintained by the County Auditor to determine how much of the \$70,000, in base property tax revenue, will be reallocated from each tax rate area. This is a one-time adjustment that shall continue in perpetuity without further regard for the amount of income generated for the successor agency. Each fiscal year thereafter, the successor agency would continue to receive the base amount and would receive its full share of the annual tax increment, based on the growth in assessed value. The City of Portola shall solicit the County to address existing tax rate incongruities resulting from historical boundary changes during tax sharing negotiations. All resolved incongruities shall be reflected in the FY 2022/23 tax roll information for purposes of the reallocation calculations described above.
13. Formation of the new fire protection district shall be conditioned upon approval of a new special tax by the registered voters of the new fire protection district that would include the following provisions:
  - a. A new revenue source will be required to support the new fire protection district's ability to build and sustain adequate community fire and rescue services for the entire service area. To this end, an annual special tax will be proposed for Assessor's Parcels located entirely or partially within the proposed fire protection district boundary, based on land use types provided by the Assessor's Office. The proposed special tax will raise funds to plan, finance, implement, manage, own, and operate a regional fire protection district to provide community fire and emergency medical response

- services. The new special tax must be approved by two-thirds of the votes cast by registered voters residing within the proposed fire protection district's boundary.
- b. Low Income Exemption – The new fire protection district recognizes the proposed special tax may create a burden for low-income property owners in the region. For this reason, the New Fire District shall establish procedures for implementing a Low Income Exemption, to allow landowners who fall within the U.S. Department of Housing and Urban Development (HUD) income limits for “very low” or “poverty level” to apply for a partial or complete exemption from the tax.
  - c. Contiguous Parcel Exemption – The new fire protection district shall establish procedures for implementing a Contiguous Parcel Exemption to allow Assessors Parcels which are categorized as Rate ID "C" under provisions of the special tax, and contiguous, undeveloped, held under identical ownership, shall upon approval of an application of the owners thereof to the District Board, be treated as a single parcel for purposes of this special tax.
  - d. Inflationary Adjustment - The proposed special tax will also include an inflationary adjustment to account for the ever-increasing costs of fire equipment, apparatus, diesel fuel, insurance and other items which typically increase at rates that exceed average inflation. To ensure that the proposed special tax will retain its purchasing power in future years, it is proposed to include an inflationary clause which will allow the new fire protection district Board, to adjust the tax annually, if needed, by no more than the cost of living as measured by the Consumer Price Index (CPI) for the preceding year as prepared by the United States Bureau of Labor. This increase will not exceed 3% each year and must be approved by resolution at a properly noticed public hearing.
14. All previously authorized charges, fees, assessments, and/or taxes currently in effect dedicated to fire protection or emergency medical response, now levied or collected by each of the four agencies, including improvement or assessment districts thereof, shall cease to be levied and collected by each of the four agencies and the successor agency, apart from Gold Mountain Community Services District which will continue to levy a special tax to support wildland fire response and hazardous fuels reduction.
  15. A charges and fee structure for services rendered will be adopted by the new fire protection district board, including procedures by ordinance to administer the special tax including exemptions that balance the needs of the district for funding and the burdens on property owners and file such ordinance with LAFCo.
  16. The provisional appropriation limit of the new fire protection district shall be set by the Plumas Local Agency Formation Commission for the first full year of operations per Government Code Section 56811.
  17. Indebtedness of each of the four agencies, if any, shall remain the legal obligation of only the lands and areas which incurred such indebtedness; however, the outstanding indebtedness of each of the four agencies at the time of consolidation shall remain the obligation of the successor newly formed fire protection district.
  18. The composition of the successor new fire protection district board of directors shall be five (5) member board of directors, elected at-large, each of whom must be a registered voter residing within the district and whose term must be four years, with the exception of the initial board that would have staggered terms with three members serving four-year terms and two members serving two-year terms as determined by agreement of those elected in order to classify staggered terms beginning after the next general district election. The terms of office of the elected board members are determined pursuant to the

Uniform District Election Law.

19. Contract services presently provided by Sierra Valley Fire Protection District to Hallelujah Junction Fire Protection District shall be continued by the successor new fire protection district based on the existing contract.
20. The services to be provided by the successor District shall be provided in a manner consistent with the “Plan for Services” attached hereto as Exhibit “B” and incorporated herein by reference.

**WHEREAS**, the City of Portola has assumed Lead Agency status for this project under the California Environmental Quality Act (CEQA), with the remaining Participating Fire Agencies serving as Responsible Agencies; and

**WHEREAS**, the City has determined that this project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15320 (Changes in organization of local agencies) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment – where the activity consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised – and that does not involve development or a change in the manner for which an existing service is provided.

**WHEREAS**, this Council has determined that since a majority of the members of each of the legislative bodies of the four local agencies are adopting substantially similar resolutions of application for this reorganization, the Resolution of Application meets the criteria for requesting a waiver of election proceedings and a waiver of the final Conducting Authority hearing, as set forth in Government Code Section 56853 with regard to the dissolution and divestiture of powers applications; and

**WHEREAS**, upon approval by the Plumas Local Agency Formation Commission it is recognized that an election must occur of registered voters of the territory within the proposed new fire protection district, including majority voter approval of the question of formation of a new fire protection district and two-thirds voter approval of the proposed special tax, pursuant to California Health and Safety Code Section 13823 and California Government Code Section 50077.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Portola as follows:

SECTION 1. Findings of Facts. The above recitals are adopted as findings of fact.

SECTION 2. Adoption of Resolution of Application. This Resolution of Application is hereby adopted and approved, and the Local Agency Formation Commission of Plumas County is hereby requested to take proceedings for the reorganization of territory described in Exhibit A (Map and Boundary Description) consisting of the formation of a new fire protection district, the dissolution of the Beckwourth and Sierra Valley Fire Protection Districts, and divestiture of the power/transfer of responsibility to provide fire protection, emergency medical and rescue services by the Gold Mountain Community Services District and the City of Portola (as multi-service agencies) according to the terms and conditions stated above and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000, et seq.

SECTION 3. California Environmental Quality Act CEQA. The City hereby determines that this project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15320 (Changes in organization of local agencies) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment – where the activity consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the

geographical area in which previously existing powers are exercised – and that does not involve development or a change in the manner for which an existing service is provided. With respect to this determination, staff is directed to comply with CEQA, including filing a Notice of Exemption with Plumas County and to post it on the City’s website.

SECTION 4. Other Acts. The Officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which, in consultation with the City Attorney, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any and all such actions previously taken by such Officers or staff members are hereby ratified and confirmed.

SECTION 5. Effective Date. This Resolution shall take effect upon adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council at a regular meeting thereof held on the 22<sup>nd</sup> day of February 2023, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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Mayor, Tom Cooley

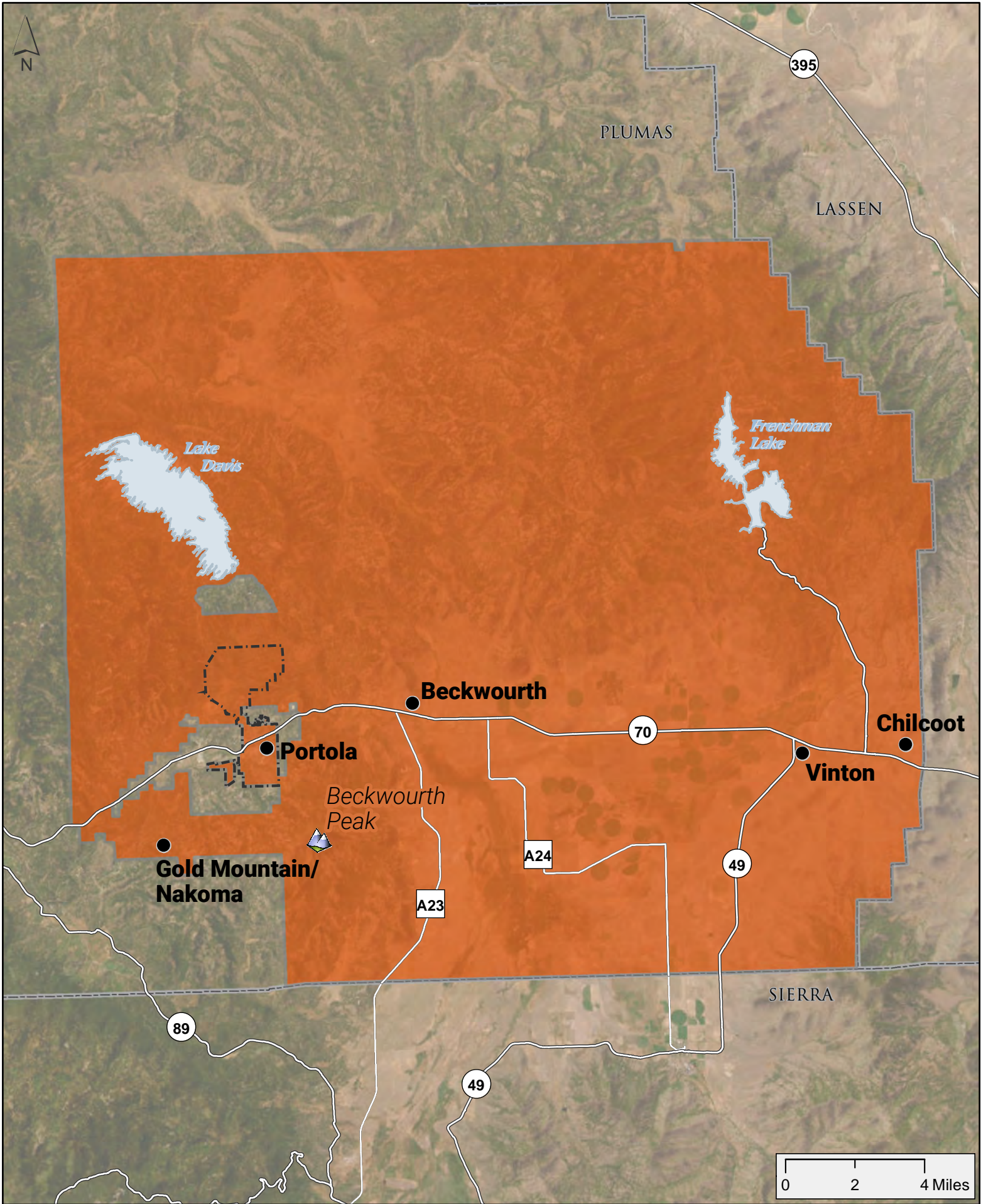
ATTESTED:

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Deputy City Clerk, Jason Shaw

Attachments:

- Exhibit A, Map and legal description of proposed fire protection district boundaries
- Exhibit B, Plan for Services
- Exhibit C, Beckwourth Fire Protection District Schedule of Asset Transfer
- Exhibit D, Sierra Valley Fire Protection District Schedule of Asset Transfer
- Exhibit E, Gold Mountain Community Services District Schedule of Asset Transfer
- Exhibit F, City of Portola Schedule of Asset Transfer



# Proposed Beckwourth Peak FPD Boundary



# BECKWOURTH PEAK FIRE PROTECTION DISTRICT FORMATION

## FEASIBILITY STUDY & PLAN FOR SERVICES

- Adopted -

October 2022

### LOCAL EMERGENCY SERVICES STUDY GROUP

Beckwourth Fire Protection District

Gold Mountain Community Services District

Sierra Valley Fire Protection District

City of Portola



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## INTRODUCTION





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Eastern Plumas County is served by a number of small fire protection agencies that have been established over time to provide fire and emergency response services to communities. Over the last decade, the rising costs of equipment, increase in severe wildfires, and decline of volunteers has made it more and more difficult to provide services in many rural areas including those located in eastern Plumas County. Continued growth and scattered residential development has also resulted in dispersed areas that demand services but are currently outside of any local jurisdiction that is responsible for providing fire services. Local fire agencies often respond to calls in these non-jurisdictional “no-man’s-land” areas but do not receive property tax or other consistent and reliable revenue to support the service. Due to this, the agencies in this region have come together to research and identify the best course of action to ensure the safety of all communities through adequate and sustainable provision of emergency response services.




In January 2020, a Local Emergency Services Study Group (LESSG) was created to explore ways to strengthen and improve the provision of fire and emergency services throughout the region. The LESSG is comprised of representatives from each participating agency. After collecting information on the status of the existing districts and robust discussion with stakeholders, the LESSG recommended that the best course of action was to form a new fire protection district that would consolidate services in the region. This Plan for Service details the formation of the Beckwourth Peak Fire Protection District including how services will be provided upon formation and how services will be funded.

### Existing Agencies

Currently, eastern Plumas County is served by a network of small fire-related districts that out of necessity have well-coordinated mutual aid relationships. The agencies included in the current proposal are:

-  Beckwourth Fire Protection District (FPD): Provides fire protection and emergency response services to the greater Beckwourth community and services by contract to the City of Portola and Gold Mountain Community Services District (CSD).
-  Gold Mountain CSD: Previously contracted with the City of Portola fire department (1997-2017) and Eastern Plumas Rural FPD (2018-2022), and beginning January 2023 will begin contracting with Beckwourth FPD to receive fire protection and emergency response services.
-  Sierra Valley FPD: Formed in 1948, Sierra Valley serves a 220 square mile area and also provides services by contract to Hallelujah Junction FPD in Lassen County.
-  City of Portola: Currently has two modern stations in the city limits and contracts with Beckwourth FPD as of February 2021.

Upon approval of the formation, the Beckwourth Peak FPD will maintain the fire protection services that are currently provided by the existing departments as specified in Health and Safety Code Section 13862, which include:

-  Fire protection services
-  Rescue services
-  Emergency medical services

- ✂ Hazardous material emergency response services
- ✂ Other services relating to the protection of lives and property

The proposed formation will officially merge the operations of four different agencies currently providing fire services into one efficient, effective, and sustainable emergency services system. This will provide a proactive, sustainable solution for future fire and emergency service needs for the area by creating a regional district with an improved economy of scale and associated benefits.

## Plan for Service

This plan for services has been prepared to support the proposed district formation and detail how services will be provided and funded by the New Fire District. It has been prepared according to the information required by §56653(b) of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH act) which states:

(b) The plan for providing services shall include all of the following information and any additional information required by the commission or the executive officer:

- (1) An enumeration and description of the services currently provided or to be extended to the affected territory.
- (2) The level and range of those services.
- (3) An indication of when those services can feasibly be extended to the affected territory, if new services are proposed.
- (4) An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.
- (5) Information with respect to how those services will be financed.

A plan for services takes into account the services, capacity, cost and adequacy of services within an area and how those services would be affected by the proposed action.

## Proposed Reorganization/Formation

The proposed formation would serve to consolidate services into a regional district and establish a reliable source of revenue to support services. The Beckwourth Peak FPD will be governed by a five-member board of directors elected by the registered voters residing within the boundaries of the new district. The formation will result in the concurrent dissolution of the Beckwourth FPD and the Sierra Valley FPD, the divestiture of power to provide fire protection by Gold Mountain CSD, and the transfer of responsibility for providing fire protection by the City of Portola (also known as a “reorganization”). All remaining assets will be transferred to the Beckwourth Peak FPD as the successor agency.

*Table 1: Proposed Reorganization/Formation*

Affected Agency	Proposed Change
<b>New Fire Protection District</b>	Formation and Successor Agency
<b>Beckwourth FPD</b>	Dissolution and transfer of assets to the NFD
<b>Sierra Valley FPD</b>	Dissolution and transfer of assets to the NFD
<b>Gold Mountain CSD</b>	“Divestiture of power” to provide fire protection services

**City of Portola**

Transfer of Responsibility to provide fire protection services and transfer of assets to the NFD

**Definitions**

“Affected local agency” means any local agency that contains, or would contain, or whose sphere of influence contains or would contain, any territory for which a change of organization is proposed or ordered, either singularly or as part of a reorganization or for which a study is to be reviewed by the commission (Government Code section 56014).

“Commission” means a local agency formation commission (Government Code section 56027).

“Formation” means the creation of a district (Government Code section 56039).

“Dissolution” means the disincorporation, extinguishment, or termination of the existence of a district and the cessation of all its corporate powers, except as the commission may otherwise provide pursuant to Section 56886 or for the purpose of winding up the affairs of the district (Government Code section 56035).



“Divestiture of power” means the termination of the power and authority to provide particular functions or classes of services within all or part of the jurisdictional boundaries of a special district (Government Code section 56037.2).

“Principal act” means, in the case of a district, the law under which the district was formed and, in the case of a city, the general laws or the city charter (Government Code section 56065).

“Reorganization” means two or more changes (i.e., formation, dissolution, divestiture, etc.) of organization contained within a single proposal (Government Code section 56073).

**Proposed Terms and Conditions**

The proposed reorganization/formation will be subject to the following terms and conditions:






-  The approval of the Beckwourth Peak FPD formation would be subject to a two-thirds majority vote by the registered voters within the proposed district boundaries in favor of a special tax.
-  The approval of the Beckwourth Peak FPD formation would be subject to a property tax sharing agreement with Plumas County.

Any change of organization or reorganization may provide for or be made subject to one or more terms and conditions. However, no terms and conditions shall directly regulate land use, property development, or subdivision requirements (Government Code Section 56886).

## CURRENT CHALLENGES

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Eastern Plumas communities are served by a network of small fire agencies which, out of necessity, have well-coordinated mutual aid relationships. Beckwourth FPD and Sierra Valley FPD, along with other local mutual aid partners, are the first responders to all fire and emergency response services, including wildland and structure fires, car accidents, medical emergencies, as well as public assistance calls. Local fire agencies provide and receive mutual aid when needed, providing sufficient resources to each incident, regardless of whose jurisdiction it is in. While these agencies are already working together and training together, the proposed formation would serve to formalize services into a regional district model, with an improved economy of scale and associated benefits. A consolidated district would address significant financial challenges each agency is experiencing and address sustainability as it relates to shared needs and challenges related to the following:

-  **Aging Infrastructure and Equipment** - Agencies are for the most part 70+ years old with aging infrastructure and equipment. Unfortunately, with the rising cost of new and even used fire apparatus, it is becoming increasingly difficult for volunteer departments to maintain a strong apparatus fleet. For instance, a used Type 1 Engine purchased in good condition can cost up to \$150,000 or more. In addition, there is a need to address deferred maintenance at some stations and expand the headquarters station to include additional apparatus bays and classrooms.
-  **Increasing Demand for Services:** Firefighting and EMS requirements continue to grow along with increasing demand for services that exists with an aging population, increased visitors to the county, unprecedented fire risk, and greatly increased vehicular traffic on regional highways.
-  **Volunteer Recruitment and Retention:** Society is changing, people no longer volunteer like they once did. Requirements for volunteers are now much more stringent and demanding making it even harder to attract volunteers. The region needs standardization and a volunteer training model that provides various tiers of involvement and engagement. Consolidation provides opportunity to enhance volunteer recruitment and retention programs, offer reimbursements for training or service calls, and better utilize volunteer resources.
-  **Daytime Staffing:** Changes in laws, OSHA requirements, time commitment and other limitations, has resulted in a significant reduction in the number of volunteer firefighters. In particular, daytime response can be challenging as volunteers are at work or have other commitments. As the call volume continues to increase, there is a need to have daytime staffing coverage to supplement volunteer response and increase response times.
-  **Strain on existing agencies:** Currently 155,029 acres or 51% of the land area of the New Fire District currently falls outside of established fire districts with no guarantee of structural fire and EMS protection. Fire districts were formed to provide structure fire and all risk services within a specific jurisdictional boundary where services are supported by revenue from a combination of taxes, fees, and fundraising. Many of these jurisdictional boundaries were created as far back as the 1940's. Since that time, neighborhoods, scattered subdivisions, and rural residential development have emerged outside of district boundaries. These developed areas require year-round fire protection and emergency services. Providing goodwill service to these areas is not supported by any sustainable revenue source and puts additional strain on already overburdened resources.

-  **Underserved Residents:** Approximately 15% of the estimated population within the New Fire District currently falls outside of established fire districts with no guarantee of structural fire and EMS protection. A wide variety of circumstances account for non-inclusion in a fire district. Historically lots were created without regards to fire protection and residents may not be aware that they are not in a fire district. In response to severe wildfire impacts and changes to state law, property can only be subdivided if it is located within the boundaries of a fire-related district. Being located within a fire district will allow subdivision to occur consistent with Plumas County General Plan and Zoning requirements.
-  **Irregular Boundaries:** Irregular boundaries and the number of fire providers in a small area contribute to challenges in coordination, consistency in training and response, and planning. Consequently, the region is plagued by a disjointed service delivery structure that lends itself to duplication of efforts and expenses related to administration, training, and operations. The lack of coordination and collaboration limits the agencies' ability to plan at a regional level and to leverage additional resources, grant funding, strategic partnerships, or influence policy changes at the local or regional levels.
-  **Insufficient Funding:** Funding is fractured and supported by a combination of inequitable property tax sharing, special taxes, and local fundraising opportunities. Property tax sharing is based on 1975 models which does not appreciate as quickly as ongoing expenses such as diesel fuel, insurance, fire engine replacement, firefighting and medical equipment, and equipment and supplies that expire and must be replaced on a regular basis. The New Fire District would be funded by a combination of property taxes and a new Special Tax that would be levied consistently throughout the district based on land use types provided by the Assessor's Office.
-  **Board Vacancies:** Generally, districts in the region face a lack of public interest in district activities as demonstrated by little to no attendance at board meetings, vacancies on boards, and a lack of contested elections. Many boards face challenges in maintaining a full governing body and find it challenging to recruit new board members when there are vacancies. This struggle is amplified in areas with very low populations. The New Fire District would be served by a five-member board of directors that would have a larger population base to recruit new directors. Furthermore, a single leadership body overseeing fire protection services in the region would better sustain participation from the larger community.

The Beckwourth Peak FPD will help build and sustain adequate community fire and rescue services for the entire region that is equitably supported by the communities served. Increased funding is needed to improve current training, personal protective equipment, emergency medical and firefighting equipment, and apparatus replacement, as well as to improve response times and operational capacity by supporting volunteer recruitment and retention programs and providing enhanced daytime coverage during business hours. The overall objective is to provide a cost effective, well trained, and professional volunteer fire agency for years to come through the implementation of modern and efficient programs and providing opportunities to our volunteers.

## REGIONAL OVERVIEW

Plumas County is located on the eastern edge of California within the Sierra Nevada Mountain range approximately 40 miles northwest of Lake Tahoe. Major access roads include the Feather River Highway (SR70), Highway 89, and State Route 36 near Lake Almanor. The focus of this study is eastern Plumas County including areas east of Highway 89 and Lake Davis and north of Frenchman Lake.

### Land Use

Land uses within the proposed New Fire District boundary are predominantly Timber Resource Land and Agricultural Preserve (see Figure 1). As noted in Table 2 below, additional land uses in unincorporated portions of the proposed district include Industrial, Rural Residential, Suburban Residential, and other use types. Land uses within the City of Portola are regulated by the City's General Plan and Zoning Code. Land uses in the City center are primarily low to medium residential with commercial, professional, and light industrial uses generally focused along CA-70 and the Union Pacific Railroad. There is also considerable open space and park land uses on the outer edges of the city. Formation of the Beckwourth Peak FPD is intended to support the needs of the current community and is not intended to induce growth or convert any agricultural or open space lands. No changes in land use types or intensities are included as part of this proposed formation.

*Table 2: County Land Use Designations in Proposed District Boundary*

Land Use Designations	Total Acres
Agricultural Preserve	77,815.39
Agriculture and Grazing	2,191.08
Commercial	256.31
Industrial	821.97
Lake	5,228.88
Limited Access Rural Residential	7,218.45
Mining Resource	134.70
Resort and Recreation	447.03
Rural Residential	11,977.63
Secondary Suburban Residential	6,597.42
Single-Family Residential	0.01
Suburban Residential	2,662.02
Timber Resource Land	180,107.36
City of Portola	3,490.21
<b>TOTAL</b>	<b>298,948.47</b>

Source: GIS County Land Use data

*Table 3: Assessor's Land Use Types in Proposed District Boundary*

Land Use Type	Total Acres
USA Federal	147,718.02
LCA Contracts	40,811.48
LCA Contract w/Impr	27,833.16
Vacant Land Non-Taxable	25,793.23
Mineral Rights	21,577.97



Vacant Lot Residential	10,658.77
Vacant Land Rural	8,899.59
Single Family Residential	5,628.19
LCA/TPz Non-Contract Acres	4,729.77
TPZ Contract Land	2,984.52
Vacant Rural W/Misc Imps	2,648.48
Vacant Lot W/Misc Imp	2,460.89
Rural W/Residence	2,196.95
Subdivision Undev	629.51
LCA/TPZ Combined	560.00
Golf Course Parcel	437.80
Vacant Comm w/Misc Imp	425.22
TPZ Contract w/ Res	320.00
Commercial Improved	317.23
Manufactured Homes	179.73
Vacant Land Multiple	176.91
Recreational	150.71
Industrial	126.88
Vacant Land Industrial	92.15
Vacant Land Commercial	90.14
Manufactured Home Parks	87.17
Condomin/Townhouse Common Area	75.38
Imprvd Land Non-Taxable	65.82
Multiple Residential	35.61
RV Park	25.90
Ministorage Units	22.36
20 to 49 Apartment Units	12.41
Vacant Ind w/Misc Imps	11.95
Religious	7.66
Club House Parcel	7.43
Timeshares	1.93
Two Dwelling Units	1.32
Vacant Land Valued by S.B.E.	0.76
Office	0.66
Duplex	0.61
Assessed by S B E	0.43
Multiple Residential Misc	0.32
Retail	0.30
10 to 19 Apartment Units	0.19
Food Store or Grocery Store	0.08
<b>TOTAL</b>	<b>298,035.71</b>

Source: Assessor's Land Use data

## Population and Growth

As of the 2020 decennial census, Plumas County had an estimated population of 19,790. This is a slight decrease from the 2010 decennial estimate of 20,007. While the census had reported a population decline over the last decade, the California Department of Finance projects that Plumas County will have an almost 1.0% increase over the next decade.

The current population within the proposed Beckwourth Peak FPD is approximately 3,815 based on 2020 census estimates. This consists of the estimated population for each existing fire agency as provided in Table 4, and the remaining population for areas historically outside of any district responsible for providing community fire protection services. The area has observed slow residential growth in last the ten years. It should also be noted that there is a significant seasonal variation in population, particularly as it relates to tourists and resort facilities within the area.

*Table 4: 2020 Population*

Affected Agency	Population
City of Portola	1,916
Beckwourth FPD	618
Sierra Valley FPD	600
Gold Mountain CSD	76
Non-district	605
<b>Total Population of NFD</b>	<b>3,815 residents</b>

Source: LAFCo 2022 Municipal Service Reviews; 2020 Census

The City of Portola General Plan discusses the fact that population growth in Portola and surrounding area is likely to come from three primary sources described as follows:

- (1) Population growth in California and northern Nevada will generate a spillover effect as people seek to relocate to small communities from increasing development in more urban areas.
- (2) An aging population will generate an increase in retirees seeking small communities for second homes or a permanent retirement home.
- (3) Economic development will generate new job growth in service and tourism industries, and growth in small businesses whose leaders can choose a location based primarily on quality-of-life considerations.

While the city's historical growth rates and countywide growth rate projections indicate minimal or negative growth in the future, there are three planned developments within the city limits, which have the potential to add an additional 1,220 dwelling units to the City, or approximately 2,440 additional residents. This would be an increase over the 2020 city population of 127 percent. There are also existing planned developments in Gold Mountain and Beckwourth that are not fully constructed. Given the existing and planned growth in the region, there is a continued need for fire and emergency response services into the future. It is important to note that additional stations may need to be strategically located as planned developments are built out. For instance Beckwourth FPD has previously identified an area in its future growth area that will be difficult to serve—future homes along some areas along County Road A-23 are too far away from the District's stations, which will lead to longer response times.

## Disadvantaged Communities

Disadvantaged unincorporated communities, or “DUCs,” are inhabited territories (containing 12 or more registered voters) where the annual median household income (MHI) is less than 80 percent of the statewide annual MHI. DUCs are recognized as social and economic communities of interest for purposes of recommending SOI determinations pursuant to Section 56425(c). As of the 2020 Census, the California MHI was \$78,672. In order to qualify as disadvantaged, communities would need to have a MHI of less than \$62,937.

In addition to the incorporated City of Portola, there are several Census Designated Places (CDP) that exist in or near the proposed Beckwourth Peak FPD boundary. CDPs are a statistical geography representing closely settled, unincorporated communities that are locally recognized and identified by name. Table 5 shows the American Community Survey 2020 5-year Estimates for the City of Portola and three CDPs in the region. While other CDPs exist in the area such as Chilcoot-Vinton, Gold Mountain, Iron Horse, and Mabie CDPs, there is no reported MHI for these areas. This is likely due to limited population and survey responses.

*Table 5: Reported 2020 MHIs for Portola and Nearby CDPs*

Census Designated Place	2020 MHI
Beckwourth CDP	\$101,273
Delleker CDP	\$82,969
Lake Davis CDP	\$73,523
City of Portola	\$46,667

Source: 2020 U.S. Census Bureau

While the MHI for the CDPs appears to be greater than the DUC limit of \$62,937, there may still be DUCs in the area. Looking at census block group data, there are several areas in the region that may be considered DUCs. This includes areas outside of the incorporated Portola city limits. The existence of DUCs in the region indicates that there may be communities in need of vital services, including emergency and fire response, that may not have another means of obtaining these services. The proposed new district would enable these areas to secure these services and have a broader economic based to support the department.

## Wildfires

Over the last ten years, the frequency and intensity of wildfires has increased dramatically. Large tracts of dense forest have become dryer and more susceptible to fires due to droughts and increasing temperatures. This has led to some of the largest and most destructive fires the state has ever seen such as the August Complex and North Complex fires in 2020, and the Dixie fire in 2021. As temperatures rise and the risk of wildfire increases, it will be more important than ever to have a reliable fire department that can quickly respond to incidents before they escalate to unmanageable levels.

Although local fire departments are called upon to assist with wildfire suppression and are often the first to scene to ensure a fast and effective first engagement of any fire, the U.S. Forest Service is responsible for wildland fire suppression in the State Responsibility Area (SRA) and National Forest lands in Eastern Plumas County that are classified as Federal Responsibility Area (FRA). The U.S. Forest Service will respond to all fires in the SRA/FRA during fire season that represents a threat to the wildland. However, structure fire protection and rescue services are local responsibilities and not a U.S. Forest Service responsibility. In areas classified as Local Responsibility Area (LRA), which includes the incorporated area within the City of Portola as well as an unincorporated area south of Highway 70, local fire departments have the responsibility for suppressing wildfire. The U.S. Forest Service may

assist local districts with the management of wildfires in the LRA based on mutual-aid agreements. As a result of the widespread wildfires experienced the last couple of years, fire insurance is getting more difficult to obtain if someone chooses to live in a rural area. Being located within the boundaries of a fire district may greatly benefit landowners' ability to obtain fire insurance or keep the policy they already have. In addition, there have been changes in state law, so that property can only be subdivided if it is located within the boundaries of a fire-related district. Being located within a fire district will allow a property owner to develop or subdivide their parcel, if they choose to do so, and it is consistent with county General Plan and Zoning requirements.

## EXISTING FIRE AND EMERGENCY RESPONSE AGENCIES

As the demands on local fire and rescue service providers are increasing, it's getting harder to justify providing services in a patchwork way with limited budgets and growing demand for services. In 2021 alone, Beckwourth and Sierra Valley volunteer departments responded to over 500 emergency incidents within the proposed boundary of the new district. Approximately 70% of the total annual call volume are medical related (including vehicle accidents). Critical non-fire life safety calls have increased over time and require more resources to adequately serve those in need.

Like many other fire departments, Beckwourth and Sierra Valley are facing growing challenges that include:

- ✘ Ever increasing mandatory requirements and standards.
- ✘ Limited volunteer recruitment and retention programs and incentives.
- ✘ Inadequate levels and types of training opportunities.
- ✘ Limited administrative capacity to address growing organizational requirements.
- ✘ Insufficient funding to cover growing expenses, including:
  - The replacement of aging safety equipment and apparatus,
  - Communication equipment and infrastructure improvements,
  - Insurance and worker's compensation,
  - Training and certification for volunteers, and
  - Fire station maintenance and the growing need for an additional strategically placed station to improve response times.

Beckwourth and Sierra Valley are also struggling under the pressure of ever-increasing training and performance demands on volunteers and increasing call volume. None of these challenges will be easily overcome but members of Beckwourth and Sierra Valley are continually working to prepare themselves and their equipment to improve levels of community fire and rescue services and coordinated wildfire prevention and suppression to meet demand.

The following section provides a background summary of each participating agency. More information can also be found in the Eastern Plumas Regional Fire Municipal Service Review prepared by Plumas LAFCo ([www.plumaslafco.org/msrs-and-soi-updates](http://www.plumaslafco.org/msrs-and-soi-updates)).

### Beckwourth FPD

Beckwourth FPD was formed in 1948 and became a special district in 1949. The District was established to provide services to the Beckwourth community. The District has a five-person board of directors that meets on the third Wednesday of each month. The District's main sources of revenue are property taxes, special assessments, federal income, contract fire fees, and state grants. The FPD provides services outside of the boundary on a goodwill basis and through out-of-area service agreements with individual customers, with annual contract fees of \$200 for commercial uses and \$100 for residential. The District also has an existing out-of-area service agreement with Sierra Health Foundation. Since February 2021, the District has provided contract fire services to the City of Portola, which includes operating and staffing two city-owned stations within the incorporated limits. Beginning January 2023, the District will provide contract services to the Gold Mountain CSD. Beckwourth FPD is occasionally called upon to assist with wildland fire suppression within the SRA and FRA, and relies on seasonal reimbursements for strike team response, assistance by hire, or equipment rentals. While the reimbursements provide some relief, the wildfire season is unpredictable and is not a reliable source of funding to support the District.

Beckwourth FPD is considered a volunteer agency supplemented by paid staff. This includes a part-time fire chief, a part-time administrative officer, two volunteer division chiefs, two part-time captains, five part-time duty officers, and twenty volunteer fire fighters. The District operates two fire stations in the boundary and two stations in the City of Portola by contract. The main station within the boundary houses two engines, two Patrols, and one water tender. The main station currently has offices and will serve as the headquarters station for the Beckwourth Peak FPD. The second station is shared with the United States Forest Service (USFS) and houses one engine, one wildland engine, a support vehicle and a trailer. More information on the city stations is below.

As the demand for services increases, Beckwourth FPD continues to look for opportunities to enhance services and expand volunteer recruitment and retention efforts. They are currently working with the County Sheriff's Office and local ambulance service to create a dispatch protocol for the volunteer fire service. The department works hard to make the most of its limited funding which is used to cover all aspects of fire response, including engines, water tenders, rescue vehicles, medical supplies, equipment, station maintenance, training, fuel, insurance, and more. While the current financing levels are adequate to deliver services, they continue to search for long-term funding opportunities that will support increased administrative capacity, volunteer staffing programs, apparatus and equipment replacement, and training/certification.

## City of Portola

The City of Portola incorporated in 1946 and was formed as a general law city. Though it is the only city in Plumas County, there have been two attempts to disincorporate, but neither were approved by LAFCo. The adjacent unincorporated communities Lake Davis, Grizzly Ranch, Iron Horse, Gold Mountain, and Delleker all impact the City, particularly services related to fire, safety, traffic, and the environment. Historically, the City's population has experienced periods of decline and periods of growth. The 2020 census showed the City had a population of 2,100 which is similar to the reported 2010 population<sup>1</sup>.

In December of 2017, the City was alerted to significant deficiencies in its Volunteer Fire Department's operation. Recognizing it could not quickly remedy the shortcomings, the City decided to stand down its Volunteer Fire Department and entered into a contract with Eastern Plumas Rural Fire Protection District (EPRFPD) to provide Fire and Emergency Medical Services (EMS) to the City. Previous to its fire department's stand-down, the City was the long-term contract provider of fire and EMS to the Gold Mountain CSD. Subsequently, Gold Mountain CSD also entered into a contract with EPRFPD for services.

In 2021, the City of Portola began contracting with Beckwourth FPD to provide fire protection services. This contract was put into effect on February 1, 2021, and lasts for two years. The contract is for \$73,000 per year and is paid in two semiannual installments. The City of Portola is also directly responsible for other billable expenses such as utilities, taxes, building upkeep, insurance, equipment repair and purchases for both city stations. The two city stations are staffed by part time duty officers and volunteer firefighters. In 2021 Beckwourth FPD responded to 24 alarm calls, 22 fire, 10 hazard, 231 medical, 4 service and 3 vehicle calls in the City totaling 294 responses. Together the two stations house three engines, one water tender, and one support vehicle (an old ambulance). Both stations were recently renovated in 2021 and are in good condition.

The City reports a possible fire flow deficiency in a few areas resulting from the elevation and distance relative to their south water tank. For now, the City will activate two water wells for fire incidents in those areas. The City has reported the current funding levels are adequate, but recent declines in revenue meant trimming expenditures.

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<sup>1</sup> US Census Bureau, 2010 & 2020 Decennial Census (DEC Redistricting Data PL 94-171), Table P1 – Portola city, California.

## Gold Mountain CSD

Gold Mountain CSD was formed in 1996 to serve the Gold Mountain Planned Development. The District received voter approval to elect an independent five-member board of directors in 2005. The bankruptcy of the original housing developer forced the board to overcome many challenges. The water and wastewater infrastructure were only partially built and no “as built” drawings were given to the CSD. The District now must continually develop plans and find financing for significant system improvements. This was due to construction defects that resulted in failing infrastructure that required replacement or remediation on an emergency basis. The District also had to rebuild a leach field and remediate landslide damage above the water storage tanks. This caused the initial reserves to be depleted in the first two years of being an independent district. The District’s underfunding was caused by subsidized water and sewer rates that were never adjusted, the developer’s delinquent payments on over 30 properties, no property tax funding for fire services, and no requirement for the developer to finish infrastructure buildout. The District lost a large amount of money while suing the developer for ownership of the infrastructure and water rights.

As mentioned above, Gold Mountain CSD previously had a contract with the City of Portola to provide fire services. They first entered into this contract in 1997 and the City continued to provide services until the City’s fire department disbanded in 2017. The District contracted with East Plumas Rural FPD (EPRFPD) to provide fire suppression, emergency medical, and fire prevention services between 2018-2022. The original contract was one year for \$35,000. In 2019, the District agreed to renew to a three year contract for \$36,050 with an annual 3 percent escalation option. The EPRFPD has a facility in Iron Horse that is not a full fire house, but it houses two pieces of equipment for the volunteer firefighters. The nearest full fire house is approximately 8 miles away. Although far, the EPRFPD has provided reliable services and met every call for service. The City of Portola’s South Side station is three miles from Gold Mountain and provides mutual aid to Gold Mountain as needed. Beginning January 2023, the Gold Mountain CSD will begin contracting with Beckwourth FPD.

## Sierra Valley FPD

Sierra Valley FPD was formed in 1948 to provide structural fire and basic life support services for the communities of Vinton and Chilcoot. The District encompasses approximately 220 square miles and is the largest in the County in terms of the total area within the boundary. It is located in the eastern part of the county and is surrounded by USFS and Bureau of Land Management (BLM) land. The District borders Beckwourth FPD and the Hallelujah Junction FPD (HJFPD) in Lassen County. The District contracts with HJFPD and responds to calls along both sides of SR 395 and both sides of SR 70 in Lassen County. The contract was voted to be extended in 2020. It is valid for three years with an automatic two-year extension.

The District’s highest call demand happens during the winter when they respond to an increased number of vehicle incidents typically caused by ice and snow conditions. There has been little change in service demand from 2017 to 2021. Currently, the finance levels are adequate to cover basic services, but the District would like to increase funding to increase its capacity and be prepared for larger emergency incidents. As of now, they are not in a position to handle large wildfires. Greater effectiveness and efficient service delivery by the District may be gained from expanded shared resources, such as training, shared administrative functions, or collectively pursuing grants with adjacent service providers. The District relies almost exclusively on property taxes, seasonal wildfire reimbursements from the federal government, and fundraising (no special tax or assessment is in place). They currently partner with a fundraising auxiliary to raise money for its operations.

## PROPOSED REORGANIZATION

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To help address some of the challenges mentioned above, a Local Emergency Services Study Group (LESSG) was created in January 2020, as a framework for cooperative and collaborative action to explore ways to strengthen and improve the provision of fire and emergency services throughout the region. The group came to a consensus to begin the process of creating a new single fire district that will provide fire and emergency medical response services for the region.

Currently the City of Portola, Beckwourth FPD, Gold Mountain CSD, and Sierra Valley FPD are participating in the process to form the Beckwourth Peak FPD. Early in the process, the participating agencies also reached out to C-Road CSD and Eastern Plumas Rural FPD. However, at this time those agencies are not participating in the process to form the Beckwourth Peak FPD.

In order to provide adequate and sustainable fire protection services long-term in the east Plumas County region, the Beckwourth Peak FPD is proposed as outlined in the following sections.

### Formation of New Fire Protection District

The Beckwourth Peak FPD is proposed to be formed under Fire District Law of 1987 (Health & Safety Code §13800, et seq.) in order to provide fire protection services, rescue services, emergency medical services, hazardous material emergency response services, and other services relating to the protection of lives and property. The new 468 square mile district will be governed by a five-member board of directors initially elected at-large from within the District by registered voters residing within the boundaries of the District. Directors will serve staggered four-year terms with two directors initially being elected for a two-year term. As a special district, the Beckwourth Peak FPD would be supported by revenue from a combination of taxes, fees, grants, and fundraising.

Formation of the Beckwourth Peak FPD will be contingent upon establishment of a special tax and successful negotiation of a property tax exchange agreement with Plumas County. Combined, these two revenue sources could provide up to \$600,000 in annual revenue to the support the Beckwourth Peak FPD. This will allow the District to hire dedicated full-time and part-time emergency responders in addition to administrative support staff. It will also allow the District to provide the necessary training for staff and volunteers, purchase and maintain equipment, and improve and expand fire stations in the region.

### District Dissolutions

Concurrent with formation of the Beckwourth Peak FPD, the Beckwourth and Sierra Valley FPDs will be dissolved. All assets belonging to these districts will be transferred to the Beckwourth Peak FPD and as such, the Beckwourth Peak FPD will be the successor for the dissolved districts in accordance with §57451(d) of the CKH Act. Upon dissolution, all existing special taxes and assessments used to fund community fire protection and rescue services will terminate and the new voter-approved special tax would be levied in their place.

Should the New Fire District be unsuccessful in establishing a new special tax and/or negotiating a tax exchange agreement with Plumas County or otherwise fail to meet the conditions of approval for formation of the District, then the Beckwourth and Sierra Valley FPDs will not be dissolved. They will retain their assets and powers to provide fire and emergency response services. Additionally, any special taxes and assessments for the Districts will continued to be levied.



## Divestiture of Powers

Concurrent with the formation of the Beckwourth Peak FPD, the Gold Mountain CSD will proceed with a divestiture of power to provide fire protection, and the City of Portola will transfer responsibility for providing fire protection to the New Fire District. Gold Mountain CSD will maintain its powers to provide wildland fire response and hazardous fuels reduction and will continue to levy a special tax to support these services. The City of Portola will transfer all responsibility and assets related to fire protection services to the New Fire District.

In the event the formation of the Beckwourth Peak FPD fails as discussed under dissolutions, then the Gold Mountain CSD and City of Portola will retain their powers to provide community fire protection and emergency response and continue to levy all associated special taxes, assessments, and fees.

## PROPOSED BOUNDARY

The proposed Beckwourth Peak FPD boundary encompasses 468 square miles (approximately 300,000 acres) in eastern Plumas County and includes the communities of Portola, Beckwourth, Gold Mountain, Vinton, and Chilcoot. The proposed boundary as shown in Figure 2 generally follows the existing spheres of influence and goodwill response areas for the participating agencies with some revisions to better follow parcel lines. The boundary also includes the sphere of influence for the East Plumas Rural FPD but it excludes lands included in their district boundary. The proposed boundary includes all of the parcels where the Beckwourth Peak FPD is most likely to be called as the primary local responder.

An online map of the proposed boundary can also be accessed at this link: <https://arcg.is/G05yD>.

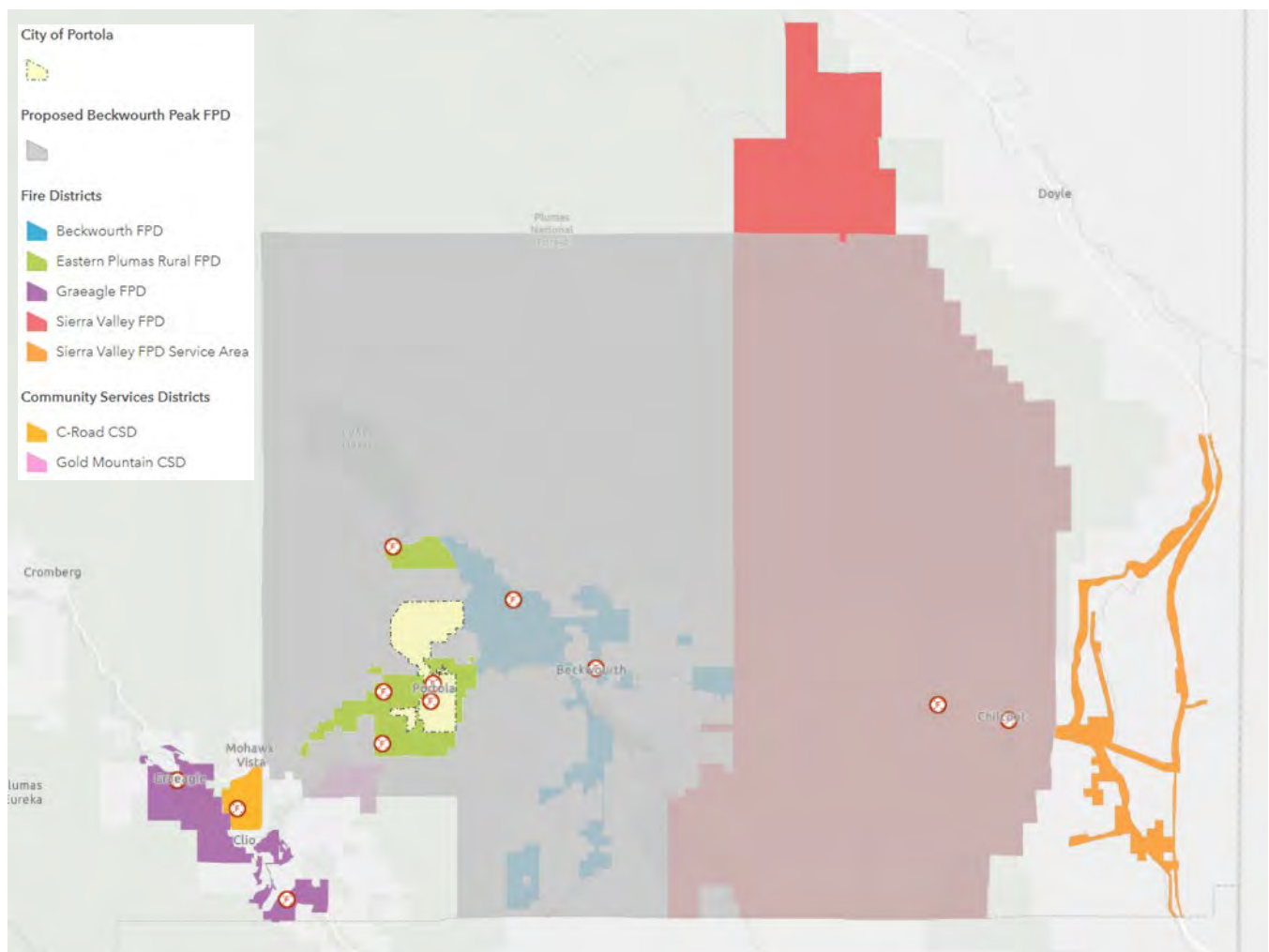
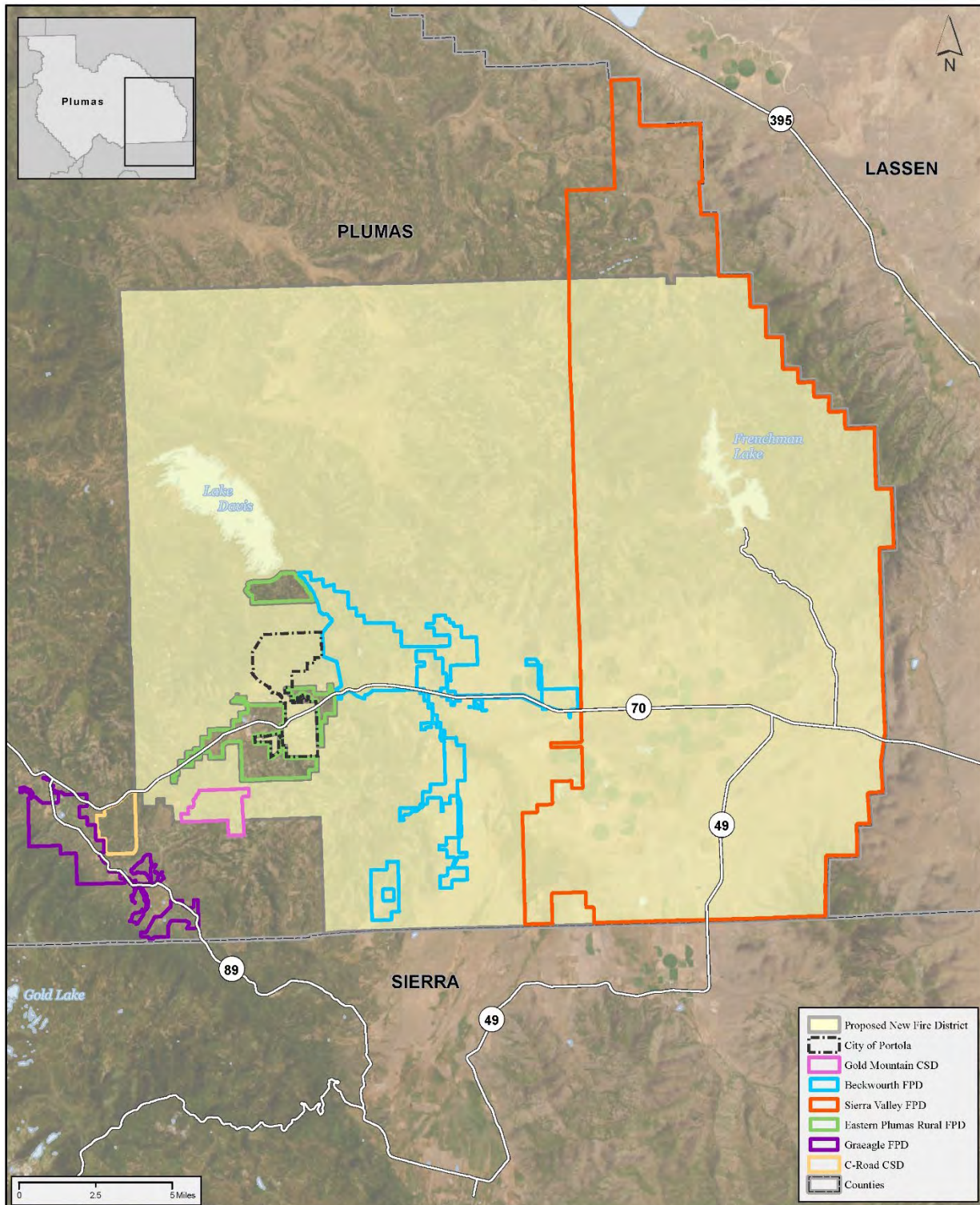


Figure 2: Proposed Beckwourth Peak FPD Boundary



# Proposed Beckwourth Peak Fire Protection District

Map Date: 2/8/2023

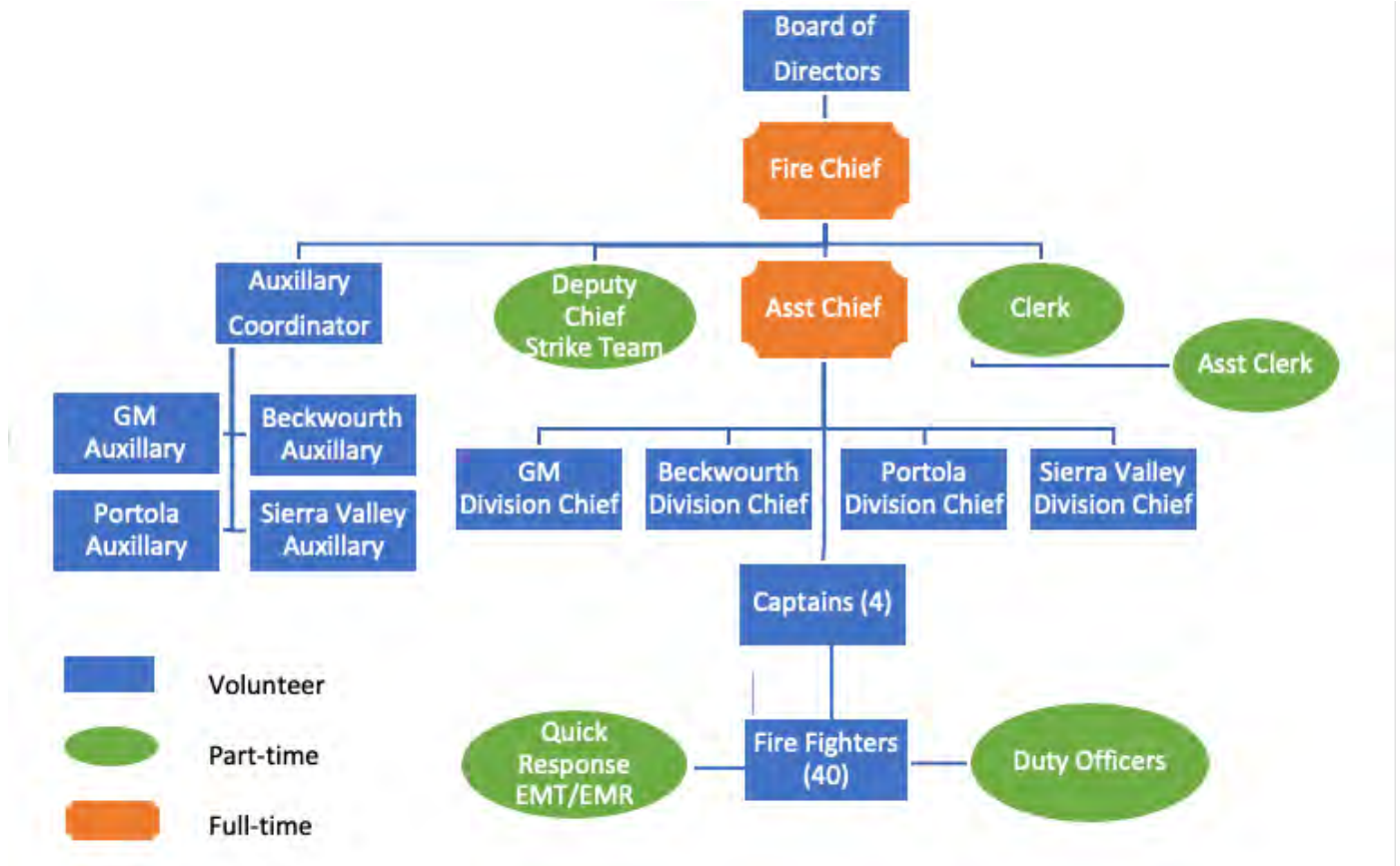
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## ORGANIZATION AND STAFFING

The Beckwourth Peak FPD will be governed by a five-member Board of Directors elected by registered voters residing within the boundaries of the District. Directors will be elected at large from within the District in order to encourage more participation and interest in serving on the board. In order to establish staggered terms of office for directors, the initial board will have three directors elected to a four-year term and two directors elected to a two-year term. After the initial two-year term, all directors will be elected to four-year terms with no limit on the number of terms that can be served.

The Beckwourth Peak FPD will be served by a full time Fire Chief and Assistant Chief that oversee operations for the entire district, with support from a part time Deputy Chief. In addition, a part time Administrative Clerk and Assistant Clerk will provide administrative support for the District. Initially, there will be four divisions including Gold Mountain, Beckwourth, Portola, and Sierra Valley, each with its own Division Chief that will oversee the fire fighters, duty offices, and quick response EMT/EMRs assigned to that division. The organization chart below shows the general chain of command for the Beckwourth Peak FPD. Positions shown in orange monument shapes are paid full-time, those in green ovals are paid part-time, and those in blue rectangles are volunteer positions.

Figure 3: Beckwourth Peak FPD Organizational Chart



The Beckwourth Peak FPD is planned to have 2 full time paid positions (Chief and Assistant Chief) and 5 part time paid positions. The remainder of the positions will be supported by volunteers. Volunteers are vital to the successful and continued operation of the District as they will be the main responders to calls and oversee day-to-day operations of the District. It is anticipated that each division will be served by at least 10 volunteer firefighters along with a volunteer fire captain for each station and overseen by a division chief. The district will field a dedicated duty officer each day, who will be responsible for monitoring the radio at all times and ensuring an appropriate response to all calls for service as well as required documentation of the department's activities. Within the first five years, a second part time duty officer position will be added.

Every firefighter must pass a comprehensive training program (basic firefighter academy) and may be qualified in multiple positions. Training focuses on knowledge and skills of the many tasks a firefighter must be proficient in to effectively do their job including but not limited to structural, wildland, and vehicle fire tactics and safety, hose and nozzle evolutions, structural fire ventilation, forcible entry, search and rescue, low and high angle technical and rope rescue, vehicle extrication and rescue, and traffic control techniques and safety. Medical training involves CPR certification, basic first aid and Emergency Medical Responder (EMR) certification, with some members going on to Emergency Medical Technician (EMT) training and certification. Members are also trained in firefighter safety and emergency scene assessment identifying potential hazards for the responder.

Training is also provided in Rapid Intervention Crew Tactics in support of United States Occupational Safety and Health Administration (OSHA) policy 29 CFR 1910.134(g)(4)(i) which requires a dedicated exterior two-person firefighter rescue team when firefighters are operating inside a structure fire or other hazard area considered to be "Immediately Dangerous to Life or Health." The only exception to establishing a Rapid Intervention Crew is during actual rescue operations of a victim. This exterior crew is the rescue crew for the interior firefighters, and must be proficient at search and rescue, forcible entry, remote filling of self-contained breathing apparatus, and methods to quickly remove a downed firefighter.

As the volunteer firefighters become proficient, they begin to take on other skills, such as training to be certified as a Driver/Operator to begin driving and pumping fire apparatus. As they become skilled, firefighters may promote to Engineer as openings become available. From Engineer, one can later promote to Captain. As a Captain, one can initiate a Duty Officer Taskbook to build skills as a duty officer and assist with duty officer vacancies as needed. From Captain, members can also promote to Division Chief as vacancies permit.

## EQUIPMENT AND FACILITIES

Since the Beckwourth Peak FPD will be formed through consolidation of several existing agencies, all existing apparatus and other vehicles and equipment will be transferred to the New Fire District upon formation. The majority of the equipment will be located at one of six stations throughout the district. However, some of the equipment will not be located at a station but will instead be positioned at locations around the district that help reduce response times in the more remote areas of the district. This non-stationed equipment includes four response vehicles and one command vehicle. These are all considered to be in Fair condition and are planned for replacement in the next five to ten years.

The rest of the Beckwourth Peak FPD equipment will be located at the various stations as outlined below.

### Beckwourth Division

The Beckwourth Division will consist of a Division Chief, a captain, and numerous other first responders. This division will operate out of two stations located 180 Main Street, Beckwourth and 4076 Grizzly Road, Portola. The equipment available at each station is listed below.

#### Station 1 - Headquarters (180 Main St, Beckwourth)

- Type 1 Engine (2007): 750 gal water tank and 1,500 gpm pump
- Water Tender (2003): 1,500 gal water tank and 500 gpm pump (on loan from the USFS)
- Rescue Vehicle (1996): 5 seats, 3 scba seats
- Type 3 Wildland Engine (1999): 500 gal water tank and 500 gpm pump
- Type 7 Engine: 150 gal water tank and 150 gpm pump

#### Station 2 (4076 Grizzly Rd, Portola)

- Type 1 Engine (2000): 800 gal water tank and 1,250 gpm pump
- Type 3 Wildland Engine (1996): 500 gal water tank and 500 gpm pump
- Support Vehicle: Retired ambulance
- Response/utility vehicle 2011 F-250
- MCI Trailer

Most of the equipment at these two stations is considered to be in good condition and will likely not need to be replaced for another 15 years. However, the Type 3 Wildland Engine at Station 2 is considered to be in Fair condition and is planned for replacement in the next three years. Response times for this division will vary greatly based on location of the call and weather conditions.



## Portola Division

The Portola Division will consist of a Division Chief, a captain, and numerous other first responders. This division will primarily operate out of the North Side Portola fire station located at 420 North Gulling Street, Portola. The equipment available at each station is listed below.

### Station 3 - North Side (420 North Gulling St, Portola)

- Type 1 Engine (2008): 850 gal water tank and 1500 gpm pump
- Water Tender (1976): 3,000 gal tank
- Type 6 Engine - Medical (2017): 450 gal water tank and 300 gpm pump
- Medical Response Vehicle (2005)
- Type 3 Wildland Engine (1996): 500 gal water tank and 500 gpm pump (Belongs to Beckwourth Fire, on loan from the USFS)

### Station 4 - South Side (316 First Avenue, Portola)

- Type 1 Engine (2001): 750 gal water tank and 1250 gpm pump
- Response Vehicle: 5 seats

The water tender is considered to be in poor condition and is planned for replacement within the first year of formation of the New Fire District. The other equipment at these stations are considered to be in fair to good condition and are planned for replacement in 5-10 years. Response times from this station to the surrounding city areas are anticipated to be 5 to 10 minutes based on call location and weather conditions.



## Sierra Valley Division

The Sierra Valley Division will consist of a Division Chief, a captain, and numerous other first responders. This division will primarily operate out of the Chilcoot fire station located on the eastern edge of the New Fire District. The Vinton station is in poor condition and will require upgrades. The equipment available is listed below.

### Station 5 - Chilcoot Station (94362 CA-70, Chilcoot)

- Rescue Vehicle (1993)
- Type 3 Brush Engine (2004)
- Water Tender (1991)
- Type 1 Engine (1998)
- Type 1 Engine (1987)

- Utility Truck (1991)
- Air Trailer (2003)
- Type 4 Brush Truck (1969)

The equipment for the Sierra Valley Division is generally considered to be in fair condition and planned for replacement in the next five to ten years except for the Air Trailer which should be replaced within the next year. The Type 4 Brush Truck is considered to be in poor condition and should also be replaced in the next year. The Type 3 Brush Engine is considered to be in good condition and will not be replaced for approximately 15 years. Response times for this division will vary greatly based on location of the call and weather conditions.



## Gold Mountain Division

Gold Mountain has a very active Firewise community focused on training residents on prevention, home hardening, and evacuation. Gold Mountain CSD has a paid Fire Coordinator position and a Quick Attack Vehicle (QAV) during the summer fire season. The District's Fire Coordinator manages and trains a cadre of six to eight volunteers to operate the QAV in the event of a wildfire ignition within the District. The District does not authorize the QAV or Fire Cadre for structural firefighting. As mentioned previously, Gold Mountain CSD will maintain its powers to provide wildland fire response and hazardous fuels reduction and will continue to levy a special tax to support these services.

The Gold Mountain Division will ultimately consist of a Division Chief, a captain, and numerous other first responders once a new fire station in Gold Mountain is constructed. Initially the Beckwourth Peak FPD will operate out of South Side Portola fire station which is located 3 miles from Gold Mountain and support capacity building for improved response in that area of the district. Response times to the Gold Mountain area are anticipated to be 10 to 15 minutes depending on location of the call and weather conditions. There is also opportunity to strategically place a fire engine at a residence or other secure location to allow a quicker response to incidents in the community should any volunteers be recruited that live and/or work in the Gold Mountain area.



## FINANCIAL PLAN

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Fire districts are becoming more costly to operate as prices rise for workers comp, insurance, fuel, personal protection equipment, apparatus, and other district needs. The sections below discuss the proposed budget for operation of the Beckwourth Peak FPD and the revenue sources proposed to support ongoing operations. This includes a new special tax that will be applied to properties within the Beckwourth Peak FPD boundary and a property tax exchange agreement with Plumas County.

The approval of a new special tax by the registered voters and the successful execution of a tax exchange agreement with the County are conditions of reorganization/formation approval. The revenue generated by these two key funding sources and continued fundraising, donations and grants will establish a reliable budget for which the Beckwourth Peak FPD will need to maintain and improve its capacity to provide the services.

The increased revenue will be used by the Beckwourth Peak FPD to sustain and improve community fire and rescue services by establishing the following ongoing programs and actions:

- ✂ A comprehensive volunteer recruitment and retention program to ensure that volunteer firefighters will continue to be available to support high quality fire protection services.
- ✂ Key staff to ensure operational and administrative effectiveness, including:
  - Hiring a Fire Chief, Assistant Chief, and part time administrative staffing to properly lead and direct the volunteer organization as well as manage records and expenditures.
  - Hiring a Deputy Chief that would partially be funded by strike team revenues and would maximize strike team effectiveness.
  - Hiring part time Duty Officers (firefighter/EMT) to ensure reduced response times (note that most of the calls are for emergency medical services such as vehicle accidents and general medical aid). Duty officers would be hired to provide daytime coverage at primary stations.
  - Hiring a part time Quick Response EMR to be on call (standby).
- ✂ Create a reserve fund that will support the regular replacement of apparatus and equipment, to ensure operational safety and effectiveness. This will ensure long-term stability and provide for consistent, high-quality provision of services for the New Fire District.
- ✂ Improve and expand the headquarters station in Beckwourth and support capacity building for improved response.
- ✂ Improve equipment staging and quick response in the western part of the Beckwourth Peak FPD and support capacity building for improved response in that area of the expanded District.

## Proposed Budget

The proposed budget considers several factors including consolidation of assets from the existing agencies, need to replace aging equipment and improve facilities, inflation rates, and the need for additional personnel. In order to create the proposed budget and 10-year projection for the Beckwourth Peak FPD, the prior expenditures for each individual agency currently providing fire and emergency response services were reviewed.

In Fiscal Year (FY) 2019-20, the four agencies had combined annual expenditures of approximately \$549,590 as shown in Table 6. The combined four-year average (FY 2016-17 through 2019-20) for the four agencies was \$509,892 in expenditures and \$720,269 in revenues as shown in Table 7. The largest expense is salaries and wages and services and supplies, which includes uniforms, maintenance, fuel, office expenses, professional services (such as auditors), strike team wages, medical supplies, and other costs associated with providing services. It is anticipated that these two categories will continue to make up the majority of expenses for the Beckwourth Peak FPD upon formation.

*Table 6: Historical Financial Data (FY2019-20)*

	Beckwourth Fire Protection District	Gold Mountain Community Services District	Sierra Valley Fire Protection District	City of Portola	Total
Year	2020	2020	2020	2020	
Property Tax	74,701	-	39,604	-	114,305
Parcel Tax	98,667	118,000	-	17,708	234,375
Prior Year Taxes & Assessments	33	-	17	-	50
General Government Revenues	-	-	-	69,930	69,930
<b>Total Taxes and Assessments</b>	<b>173,401</b>	<b>118,000</b>	<b>39,621</b>	<b>87,638</b>	<b>418,660</b>
Licenses, Permits, Franchises	-	-	-	-	-
Fines, Forfeitures, and Penalties	-	-	-	-	-
Use of Money	4,671	2,464	1,119	-	8,254
Timber Yield	4	-	185	-	189
Total Federal Intergovernmental	274,265	-	-	-	274,265
Total State Intergovernmental	-	-	450	-	450
Other Intergovernmental	-	-	-	-	-
Charges for Current Services	14,535	-	1,428	-	15,963
Other Revenues	59,256	-	26,508	-	85,764
Fire Revenues	-	-	-	-	-
<b>Total Revenues</b>	<b>526,132</b>	<b>120,464</b>	<b>69,311</b>	<b>87,638</b>	<b>803,545</b>
Salaries and Wages	(114,325)	-	-	-	(114,325)
Employee Benefits	(46,871)	-	-	-	(46,871)
Services and Supplies	(106,178)	(75,557)	(58,320)	-	(240,055)
Capital Outlay	(50,851)	(9,850)	-	-	(60,701)
Fire Expenses	-	-	-	(87,638)	(87,638)
<b>Total Expenditures</b>	<b>(318,225)</b>	<b>(85,407)</b>	<b>(58,320)</b>	<b>(87,638)</b>	<b>(549,590)</b>
<b>Excess/(Deficiency)</b>	<b>207,907</b>	<b>35,057</b>	<b>10,991</b>	<b>-</b>	<b>253,955</b>

Source: California State Controller's Office (2019-20)

Table 7: Historical Financial Data (FY 2016-17 through 2019-20)

	Beckwourth Fire Protection District	Gold Mountain Community Services District	Sierra Valley Fire Protection District	City of Portola	Total
Year	Avg Last 4 FY	Avg Last 4 FY	Avg Last 4 FY	Avg Last 4 FY	
Property Tax	67,406	-	37,386	75,436	180,228
Parcel Tax	101,490	118,000	-	18,500	237,990
Prior Year Taxes & Assessments	37	-	20	-	57
General Government Revenues	-	-	-	-	-
<b>Total Taxes and Assessments</b>	<b>168,933</b>	<b>118,000</b>	<b>37,406</b>	<b>93,936</b>	<b>418,275</b>
Licenses, Permits, Franchises	-	-	-	-	-
Fines, Forfeitures, and Penalties	-	-	-	-	-
Use of Money	2,534	996	599	-	4,129
Timber Yield	4	-	183	-	187
Total Federal Intergovernmental	230,202	-	5,015	-	235,217
Total State Intergovernmental	-	-	349	-	349
Other Intergovernmental	-	-	-	-	-
Charges for Current Services	15,438	-	357	-	15,795
Other Revenues	26,812	-	19,504	-	46,316
Fire Revenues	-	-	-	-	-
<b>Total Revenues</b>	<b>443,924</b>	<b>118,996</b>	<b>63,413</b>	<b>93,936</b>	<b>720,269</b>
Salaries and Wages	(98,489)	-	-	-	(98,489)
Employee Benefits	(37,296)	-	-	-	(37,296)
Services and Supplies	(89,352)	(65,589)	(46,408)	-	(201,348)
Capital Outlay	(27,477)	(4,620)	(46,727)	-	(78,824)
Fire Expenses	-	-	-	(93,936)	(93,936)
<b>Total Expenditures</b>	<b>(252,614)</b>	<b>(70,209)</b>	<b>(93,134)</b>	<b>(93,936)</b>	<b>(509,892)</b>
<b>Excess/(Deficiency)</b>	<b>191,310</b>	<b>48,787</b>	<b>(29,721)</b>	<b>-</b>	<b>210,376</b>

Source: California State Controller's Office (2017-2020)

Utilizing the prior expenditures as a baseline, the New Fire District budget was prepared. This included comprehensive review of staffing and operational needs for the Beckwourth Peak FPD, including salary and personnel cost projections, facility and capital improvement needs and costs, and equipment and apparatus replacement and reserve estimates. A detailed 10-year phased budget projection was developed for the Beckwourth Peak FPD as shown in Table 8. The first year after formation (projected to be FY2022-23) will largely consist of transferring assets and setting up the New Fire District. As such, expenses are projected to be minimal. During the first year of operation, the expected cost (total expenditures) for running the Beckwourth Peak FPD is projected to be approximately \$641,000. This will increase over time as additional staff is hired and upgrades are made to existing equipment and structures. Each subsequent year includes adjustments for inflation, purchase of new equipment, and bringing on additional personnel to support the District. At the end of the project 10-year period, the cost for running the Beckwourth Peak FPD is estimated to be approximately \$866,000. The projected budget, as proposed, would allow the Beckwourth Peak FPD to build up a healthy reserve balance to the support the District for up to eight months in the event of a fiscal emergency.

Table 8: Phased 10-Year Budget Projection

Fiscal Year	Proposed	Transition	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Projection Year		0	1	2	3	4	5	6	7	8	9	10	
<b>REVENUES</b>													
<b>Property Taxes</b>													
Current Secured Taxes	\$200,000	\$0	\$200,000	\$204,000	\$208,080	\$212,242	\$216,486	\$220,816	\$225,232	\$229,737	\$234,332	\$239,019	
Special Assessments/Special	405,181	0	405,181	417,336	429,857	442,752	456,035	469,716	483,807	498,322	513,271	528,669	
<b>Subtotal Tax Revenues</b>		<b>\$0</b>	<b>\$605,181</b>	<b>\$621,336</b>	<b>\$637,937</b>	<b>\$654,994</b>	<b>\$672,521</b>	<b>\$690,532</b>	<b>\$709,040</b>	<b>\$728,059</b>	<b>\$747,603</b>	<b>\$767,688</b>	
<b>Other Revenues</b>													
Federal - FS Grizzly Rent	\$5,400	\$0	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	
Federal - FEMA Strike Team	262,000	0	262,000	262,000	262,000	262,000	262,000	262,000	262,000	262,000	262,000	262,000	
Contract Revenue - Hallelujah	11,000	0	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	
State - Other	10,000	0	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
Training Class	5,000	0	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
Other Revenue	25,000	0	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	
Inspection Revenue	2,500	0	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	
Interest Income	2,000	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	
Reimbursements/Refunds	2,000	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	
Donations/Grants	20,000	0	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	
<b>Subtotal Other Revenues</b>		<b>\$0</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	<b>\$344,900</b>	
<b>Total Revenues</b>		<b>\$0</b>	<b>\$950,081</b>	<b>\$966,236</b>	<b>\$982,837</b>	<b>\$999,894</b>	<b>\$1,017,421</b>	<b>\$1,035,432</b>	<b>\$1,053,940</b>	<b>\$1,072,959</b>	<b>\$1,092,503</b>	<b>\$1,112,588</b>	
<b>EXPENDITURES</b>													
<b>Salaries/Benefits</b>													
Fire Chief	\$93,558	\$0	\$96,364	\$99,255	\$102,233	\$105,300	\$108,459	\$111,713	\$115,064	\$118,516	\$122,071	\$125,734	
Assistant Chief	46,779	0	48,182	49,628	51,116	52,650	54,229	55,856	57,532	59,258	61,036	62,867	
Deputy Chief ST	10,338	0	10,648	10,968	11,297	11,636	11,985	12,344	12,715	13,096	13,489	13,894	
Admin Clerk	20,146	0	20,750	21,373	22,014	22,675	23,355	24,055	24,777	25,520	26,286	27,075	
Assistant Clerk	18,961	0	19,530	20,116	20,719	21,341	21,981	22,640	23,320	24,019	24,740	25,482	
Duty Officer-1	20,676	0	21,297	21,935	22,593	23,271	23,969	24,688	25,429	26,192	26,978	27,787	
Duty Officer-2	20,676	0	21,297	21,935	22,593	23,271	23,969	24,688	25,429	26,192	26,978	27,787	
Duty Officer-3	20,676	0	0	0	0	0	23,969	24,688	25,429	26,192	26,978	27,787	
Duty Officer-4	20,676	0	0	0	0	0	0	0	0	0	0	0	
Duty Officer-5	20,676	0	0	0	0	0	0	0	0	0	0	0	
Quick Response EMR-1	20,676	0	21,297	21,935	22,593	23,271	23,969	24,688	25,429	26,192	26,978	27,787	
Quick Response EMR-2	20,676	0	0	0	0	0	0	0	0	0	0	0	
Salaries/Benefits Contingency	5.00%	0	12,968	13,357	13,758	14,171	15,794	16,268	16,756	17,259	17,777	18,310	
Pay Per Call	500 calls/yr	0	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	
<b>Subtotal Salaries/Benefits</b>		<b>\$0</b>	<b>\$277,483</b>	<b>\$285,807</b>	<b>\$294,381</b>	<b>\$303,213</b>	<b>\$337,477</b>	<b>\$347,601</b>	<b>\$358,029</b>	<b>\$368,770</b>	<b>\$379,833</b>	<b>\$391,228</b>	

Fiscal Year	Proposed	Transition										
Projection Year		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
		0	1	2	3	4	5	6	7	8	9	10
<b>Services &amp; Supplies</b>												
Clothing - Personal Supply	\$5,000	\$0	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524
Clothing - Wildlands/Shelters	3,000	0	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Communications	10,000	0	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
Household Expense	2,500	0	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Insurance Veh/Liab/Prop	50,000	0	50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239
Maintenance - Equip	10,000	0	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
Maintenance - Vehicles	15,000	0	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
Maintenance - Safety Equip	2,500	0	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Maintenance - Tools	2,500	0	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Maintenance - Bldg/Grounds	20,000	0	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095
Vehicle Fuel	20,000	0	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095
Snow Removal	2,500	0	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Memberships	1,500	0	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Misc Expense	2,000	0	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Office Expense	3,500	0	3,500	3,605	3,713	3,825	3,939	4,057	4,179	4,305	4,434	4,567
Professional Services	10,000	50,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
Strike Team Wages	157,200	0	157,200	161,916	166,773	171,777	176,930	182,238	187,705	193,336	199,136	205,110
Petty Cash	500	0	500	515	530	546	563	580	597	615	633	652
Spec. Dept. Tax Admin Fee	2,000	0	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Spec. Dept. Fire Prevention	2,000	0	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Spec. Dept. Training/Edu	5,500	0	5,500	5,665	5,835	6,010	6,190	6,376	6,567	6,764	6,967	7,176
Spec. Dept. Medical Supplies	5,000	0	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Travel	1,500	0	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Utilities/Trash Collection	25,000	0	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619
Legal	5,000	0	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
<b>Subtotal Services &amp; Supplies</b>		<b>\$50,000</b>	<b>\$363,700</b>	<b>\$374,611</b>	<b>\$385,849</b>	<b>\$397,425</b>	<b>\$409,348</b>	<b>\$421,628</b>	<b>\$434,277</b>	<b>\$447,305</b>	<b>\$460,724</b>	<b>\$474,546</b>
<b>Total Expenditures</b>		<b>\$50,000</b>	<b>\$641,183</b>	<b>\$660,418</b>	<b>\$680,231</b>	<b>\$700,638</b>	<b>\$746,825</b>	<b>\$769,229</b>	<b>\$792,306</b>	<b>\$816,075</b>	<b>\$840,558</b>	<b>\$865,774</b>
<b>Surplus/(Deficit)</b>		<b>-\$50,000</b>	<b>\$308,898</b>	<b>\$305,818</b>	<b>\$302,606</b>	<b>\$299,256</b>	<b>\$270,597</b>	<b>\$266,203</b>	<b>\$261,634</b>	<b>\$256,883</b>	<b>\$251,945</b>	<b>\$246,813</b>
<b>Beginning Cash, Before Reserve</b>	<b>\$535,000</b>	<b>\$485,000</b>	<b>\$793,898</b>	<b>\$626,117</b>	<b>\$702,122</b>	<b>\$767,981</b>	<b>\$798,177</b>	<b>\$816,768</b>	<b>\$823,361</b>	<b>\$817,553</b>	<b>\$798,926</b>	<b>\$767,050</b>
Headquarters Expansion	\$203,600	\$0	\$203,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Upgrades	50,000	0	50,000	0	0	0	0	0	0	0	0	0
Capital Reserve												
Structures	\$109,000	\$0	\$109,000	\$112,270	\$115,638	\$119,107	\$122,680	\$126,361	\$130,152	\$134,056	\$138,078	\$142,220
Equipment	111,000	0	111,000	114,330	117,760	121,293	124,931	128,679	132,540	136,516	140,611	144,830
Emergency Fund	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Strike Team Fund	0	0	0	0	0	0	0	0	0	0	0	0
<i>Reserve Balance (Before Expenditures)</i>		<i>0</i>	<i>220,000</i>	<i>446,600</i>	<i>679,998</i>	<i>920,398</i>	<i>1,168,010</i>	<i>1,423,050</i>	<i>1,685,742</i>	<i>1,956,314</i>	<i>2,235,003</i>	<i>2,522,053</i>
<b>Ending Cash</b>		<b>\$485,000</b>	<b>\$320,298</b>	<b>\$399,517</b>	<b>\$468,724</b>	<b>\$527,581</b>	<b>\$550,565</b>	<b>\$561,728</b>	<b>\$560,670</b>	<b>\$546,981</b>	<b>\$520,237</b>	<b>\$480,000</b>

## SPECIAL TAX

A new revenue source will be required to support the Beckwourth Peak FPD's ability to build and sustain adequate community fire and rescue services for the entire service area. To this end, an annual special tax will be proposed for Assessor's Parcels located entirely or partially within the Beckwourth Peak FPD boundary, based on land use types provided by the Assessor's Office. The following table shows the division of land use types along with base rates and maximum rates. **Attachment A** contains a listing of Assessor's Use Codes and the applicable Rate ID that will be used as a guide for preparing the Beckwourth Peak FPD direct charge levies to the Plumas County Auditor-Controller for inclusion on the current year tax roll.

*Table 9: Proposed Special Tax Rates by Property Type*

	Rate ID	Base Rate	% of A	SF incl	Acre incl	Units incl	\$/add SF	\$/Add AC	\$/add Unit	Max Rate
<b>Residential Improved</b>	A	\$110.00		1,800			\$0.02			\$200
<b>Unimproved Land</b>	B	\$55.00	50%		2			\$1.00		\$75
<b>Ag &amp; Timber</b>	C	\$55.00	50%		80			\$0.05		\$75
<b>Multi Residential Improved</b>	D	\$82.50	75%			1			\$82.50	\$3,500
<b>Commercial Improved</b>	E	\$165.00	150%	2,700			\$0.06			\$1,500
<b>Industrial Improved</b>	F	\$192.50	175%	3,150			\$0.07			\$1,500
<b>Religious</b>	G	\$137.50	125%	2,250			\$0.05			\$250
<b>Recreational</b>	H	\$220.00	200%	2,700			\$0.08			\$3,500
<b>Non-Taxable/Exempt</b>	X	\$0								

- A. Residential Improved** – All residential single-family homes and ancillary residential uses will be allocated a base rate of \$110.00 for structures 1,800 square feet or less, with additional \$0.02 cents per square foot charged thereafter, with a maximum not to exceed \$200.00 per parcel.
- B. Unimproved Land** – All vacant/unimproved land will be allocated a base rate of \$55.00 for the first 2 acres, with \$1.00 charged for each acre thereafter, with a maximum not to exceed \$75.00 per parcel.
- C. Ag & Timber** – All agriculture and timber land will be allocated a base rate of \$55.00 for the first 80 acres, with \$0.05 cents charged for each acre thereafter, with a maximum not to exceed \$75.00 per parcel.
- D. Multi Residential Improved** – All multi-family, mobile home, manufactured homes, duplexes, condos, and ancillary residential uses will be allocated a base rate of \$82.50 per unit, with each additional unit charged \$82.50 thereafter, with a maximum not to exceed \$3,500.00 per parcel.
- E. Commercial Improved** – All commercial buildings will be allocated a base rate of \$165.00 for buildings 2,700 square feet or less, with additional \$0.06 cents per square foot charged thereafter, with a maximum not to exceed \$1,500.00 per parcel.
- F. Industrial Improved** - All industrial buildings will be allocated a base rate of \$192.50 for buildings 3,150 square feet or less, with additional \$0.07 cents per square foot charged thereafter, with a maximum not to exceed \$1,500.00 per parcel.
- G. Religious** - All improved religious land will be allocated a base rate of \$137.50 for buildings 2,250 square feet or less, with additional \$0.05 cents per square foot charged thereafter, with a maximum not to exceed \$250.00 per parcel.

- H. Recreational** - All Recreational land will be allocated a base rate of \$220.00 for buildings 2,700 square feet or less, with additional \$0.08 cents per square foot charged thereafter, with a maximum not to exceed \$3,500.00 per parcel.
- I. Non-Taxable/Exempt** – Exempt parcels include public owned parcels (United States of America and State of California, other local governmental agencies) and non-taxable parcels as determined by various statutes including, but not limited to, Disabled Veterans, Welfare Exemptions, Cemetery Exemptions, and Low Value exemptions, will not have the special tax imposed.

To support a baseline budget, the proposed special tax will raise approximately \$405,000 annually to plan, finance, implement, manage, own, and operate a regional Fire Protection District to provide community fire and emergency medical response services. The new special tax must be approved by two-thirds of the votes cast by registered voters residing within the proposed Beckwourth Peak FPD boundary.

If approved, the tax amount will be included on property owners' annual property tax bill distributed by the County. Although these taxes are collected by the County, they do not go to the state like property taxes; they will be deposited in a fund for the sole use of the Beckwourth Peak FPD (nominal processing and administration fees are charged by the County).

Three special tax provisions are proposed for the Beckwourth Peak FPD as follows:

- **Low Income Exemption** - The New Fire District recognizes the proposed special tax may create a burden for low income property owners in the region. For this reason, the Beckwourth Peak FPD shall establish procedures for implementing a Low Income Exemption, to allow landowners who fall within the U.S. Department of Housing and Urban Development (HUD) income limits for "very low" or "poverty level" to apply for a partial or complete exemption from the tax.
- **Contiguous Parcel Exemption** - The Beckwourth Peak FPD shall establish procedures for implementing a Contiguous Parcel Exemption to allow Assessors Parcels which are categorized as Rate ID "C" under provisions of the special tax, and contiguous, undeveloped, held under identical ownership, shall upon approval of an application of the owners thereof to the District Board, be treated as a single parcel for purposes of this special tax.
- **Inflationary Adjustment** - The proposed special tax will also include an inflationary adjustment to account for the ever-increasing costs of fire equipment, apparatus, diesel fuel, and insurance which typically increase at rates that exceed average inflation. To ensure that the proposed special tax will retain its purchasing power in future years, it is proposed to include an inflationary clause which will allow the New Fire District Board, to adjust the tax annually, if needed, by no more than the cost of living as measured by the Consumer Price Index (CPI) for All West Urban Consumers, Non-seasonally Adjusted, for the Preceding Year (Bureau of Labor Statistics Series ID CUUR400SAO). This increase will not exceed 3% each year and must be approved by resolution at a properly noticed public hearing.

If the new special tax is approved, all existing special taxes and assessments used to fund community fire protection and rescue services by the City of Portola, Beckwourth FPD, and Gold Mountain CSD would terminate and no longer be levied. Gold Mountain CSD will continue to levy a special tax to support wildland fire response and hazardous fuels reduction.

## TAX EXCHANGE AGREEMENT

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In addition to proposing the establishment of a new special tax, the New Fire District will work with the County to receive a portion of property taxes that are already being collected. If negotiations are successful, the property tax exchange agreement would be approved by the County Board of Supervisors and could initially generate approximately \$200,000 per year. This would increase each year thereafter based on the growth in property value. This revenue will be in addition to the proposed special tax as discussed above. This tax exchange agreement represents a transfer of monies currently paid by the County to the existing agencies. Therefore, there will be no loss of revenue by the County and no additional cost to property owners.



## SUMMARY CONCLUSIONS

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Forming the Beckwourth Peak FPD will establish a consistent, long-term community-based and locally controlled revenue source to support the sustainable delivery of fire protection services in eastern Plumas County. The proposed formation would officially merge the operations of the four fire agencies into one efficient, effective, and sustainable emergency services system. This would make possible a proactive solution for future fire and emergency service needs for the area by creating a regional district, with an improved economy of scale and associated benefits.

The approval of a new special tax by the registered voters AND the successful execution of a tax exchange agreement with the County are conditions of reorganization/formation approval. The revenue generated by these two key funding sources and continued fundraising, donations and grants will establish a reliable budget that will enable the Beckwourth Peak FPD to maintain and improve its capacity to provide fire protection services.

A stable, adequately funded district will attract quality volunteers both for firefighting as well as serving on the New Fire District board of directors. The Beckwourth Peak FPD will still heavily rely on volunteers, but the new district will have more revenue to support its volunteer firefighters through increased training opportunities and improved equipment. The Beckwourth Peak FPD will be eligible to apply for grant funding and access tax revenue that is available only to local government entities like fire districts.

## ATTACHMENT A

The use code assigned to a given parcel by the Assessor's Office, as well as other Assessor's information such as assessed value, site address, owner information, as well as visual inspection using aerial mapping and windshield surveys, shall be used as a guide in determining the appropriate tax rate to be applied. Where there is a question, the District shall use other means to verify the use of the property prior to applying the appropriate tax amount. Following is a list of Assessor's Use Codes and the applicable Rate ID that will be used as a guide for preparing the Beckwourth Peak FPD direct charge levies to the Plumas County Auditor-Controller for inclusion on the current year tax roll.

<i>Sorted by Land Use Code</i>	
<b>Assessor's Land Use Codes</b>	<b>RateID</b>
10 - Vacant Lot Residential	B
1001 - Vacant Lot w/Misc Imp	B
11 - Single Family Residential	A
13 - Subdivision Undeveloped	B
20 - Vacant Land Multiple	B
21 - Multiple Residential Misc	D
211 - Multiple Residential	D
212 - Two Dwelling Units	D
2122 - Vacant Lot w/Misc Imp	D
216 - 10 to 19 Apartment Units	D
217 - 20-49 Apartment Units	D
23 - Manufactured Home Parks	D
24 - Manufactured Home Parks	D
30 - Vacant Land Rural	C
3001 - Vacant Lot w/Misc Imp	C
31 - Rural w/Residence	A
33 - LCA Contracts	C
3301 - Vacant Lot w/Misc Imp	C
34 - LCA/TPZ Combined	C
35 - LCA/TPZ Non-Contract Acres	C
36 - TPZ Contract w/Residence	C
37 - TPZ Contract Land	C
40 - Vacant Land Industrial	B
4001 - Vacant Ind w/Misc Imps	B
41 - Industrial	F

<i>Sorted by Rate ID</i>	
<b>Assessor's Land Use Codes</b>	<b>RateID</b>
11 - Single Family Residential	A
31 - Rural w/Residence	A
10 - Vacant Lot Residential	B
1001 - Vacant Lot w/Misc Imp	B
13 - Subdivision Undeveloped	B
20 - Vacant Land Multiple	B
40 - Vacant Land Industrial	B
4001 - Vacant Ind w/Misc Imps	B
50 - Vacant Land Commercial	B
5001 - Vacant Comm w/Misc Imp	B
60 - Vacant Land Valued by S.B.E.	B
30 - Vacant Land Rural	C
3001 - Vacant Lot w/Misc Imp	C
33 - LCA Contracts	C
3301 - Vacant Lot w/Misc Imp	C
34 - LCA/TPZ Combined	C
35 - LCA/TPZ Non-Contract Acres	C
36 - TPZ Contract w/Residence	C
37 - TPZ Contract Land	C
21 - Multiple Residential Misc	D
211 - Multiple Residential	D
212 - Two Dwelling Units	D
2122 - Vacant Lot w/Misc Imp	D
216 - 10 to 19 Apartment Units	D
217 - 20-49 Apartment Units	D

*Sorted by Land Use Code*

<b>Assessor's Land Use Codes</b>	<b>RateID</b>
5 - Manufactured Homes	X
50 - Vacant Land Commercial	B
5001 - Vacant Comm w/Misc Imp	B
51 - Commercial Improved	E
511 - Retail	E
512 - Office	E
516 - Food Store or Grocery Store	E
517 - Ministorage Units	E
52 - Religious	G
54 - Recreational	H
541 - Club House Parcel	H
542 - Golf Course Parcel	H
60 - Vacant Land Valued by S.B.E.	B
80 - Vacant Land Non-Taxable	X
81 - Imprvd Land Non-Taxable	X
82 - Assessed By S.B.E.	X
83 - Timeshares	D
90 - Mineral Rights	X

*Sorted by Rate ID*

<b>Assessor's Land Use Codes</b>	<b>RateID</b>
23 - Manufactured Home Parks	D
24 - Manufactured Home Parks	D
83 - Timeshares	D
51 - Commercial Improved	E
511 - Retail	E
512 - Office	E
516 - Food Store or Grocery Store	E
517 - Ministorage Units	E
41 - Industrial	F
52 - Religious	G
54 - Recreational	H
541 - Club House Parcel	H
542 - Golf Course Parcel	H
5 - Manufactured Homes	X
80 - Vacant Land Non-Taxable	X
81 - Imprvd Land Non-Taxable	X
82 - Assessed By S.B.E.	X
90 - Mineral Rights	X

Exhibit C: Beckwourth Fire Protection District  
Schedule of Asset Transfer

Beckwourth Fire Protection District shall be dissolved, and the new fire protection district named the successor agencies, including all rights, responsibilities, properties, contracts, assets and liabilities, and functions of the Beckwourth Fire Protection District

Real Property

Facility	Address	APN
Station 1	180 Main St, Beckwourth	APN 140-025-006 ±0.54 ac
Station 2	4076 Grizzly Rd, Beckwourth	APN 028-010-050 ±0.66 ac
Vacant Land	Dixie Valley Rd	APN 145-070-011 ±3.63 ac

Personal Property

Apparatus ID	Year and Manufacturer	Details
9423	2007 American LaFrance	Type 1 engine, medium rescue, 1500 gpm pump, 750 gal tank, 5 seats, 4 SCBA seats
9454	1996 International	Heavy rescue, 5 seats, 3 SCBA seats
9477	1999 International	Type 3 engine, 500 gpm pump, 500 gal tank, 4 seats
9461	Ford F250	Type 7 engine, 150 gpm pump, 150 gal tank, 4 seats
9424	2000 HME	Type 1 engine, 1250 gpm pump, 800 Gal tank, 4seats, 3 SCBA seats
9475	1989 International	Type 3 engine, 500 gpm pump, 500 gal tank, 3 enclosed seats, 2 outside seats
9476	1999 International	
9432	1987 Navistar	Water tender, 2 seats
9450	2007 Chevy Tahoe	Medical response
9452	2002 Chevy Tahoe	Medical response
9453	2000 Ford F350	Medical response
9462	Ford F250	Medical response w/9301
9400	2002 Chevy Suburban	Command vehicle
		All remaining Fire Department sundry supplies, clothing, safety gear, and equipment

USFS Apparatus Loan Program

Apparatus ID	Year and Manufacturer	Details
9476	1999 International	Type 3 brush truck, 500 gal tank, 4 seats, 3 SCBA seats
9431	2002 International	Pierce built, 500 gpm pump, 1500 gal tank, 2 seats

Exhibit D: Sierra Valley Fire Protection District  
Schedule of Asset Transfer

Sierra Valley Fire Protection District shall be dissolved, and the new fire protection district named the successor agency, including all rights, responsibilities, properties, contracts, assets and liabilities, and functions of the Sierra Valley Fire Protection District

Real Property

Facility	Address	APN
Chilcoot 1	94362 Highway 70, Chilcoot	APN 010-150-018 ±0.54 ac
		APN 010-150-019 ±0.72 ac
Vinton 2 Assessee: Vinton Fire Dept.	Highway 70, Vinton	APN 010-110-007 ±0.07 ac

Personal Property

Apparatus ID	Year and Manufacturer	Details
9521	1997 E-One	Type 1, 500 gal tank, 1250 gpm pump
9522	1989 Duplex	Type 1, 1000 gal tank, 1250 gpm pump
9551	1994 International	Squad 4x4
UT-95	1996 Ford F-350	Utility body
AIR-95	2003	Mako air trailer
		All remaining Fire Department sundry supplies, clothing, safety gear, and equipment

Governmental Loan Equipment

Apparatus ID	Year and Manufacturer	Details
9572	2005 International	Type 3, 500 gal tank, 500 gpm pump
9574	1994 International	Type 3, 500 gal tank, 500 gpm pump
9531	1969 Mack	Type 1 water tender, 4000 gal tank, 500 gpm pump
9535	1994 Ford	Type 2 water tender, 1500 gal tank, 500 gpm pump

New to fleet

Apparatus ID	Year and Manufacturer	Details
	1998 Pierce Saber	Type 1, working order (expected service date is June 2023)
	1998 Pierce Saber	Type 1, parts vehicle

Exhibit E: Gold Mountain Community Services District  
Schedule of Asset Transfer



Gold Mountain Community Services District shall be divested of the power to provide fire protection and emergency medical services, and the new fire protection district named the successor of those services within Gold Mountain Community Services District's boundaries. Gold Mountain Community Services District will maintain its powers to provide wildland fire response and hazardous fuels reduction and will continue to levy a special tax to support these services.

<b>Asset</b>	<b>Resource</b>
\$75,000.00 Cash	Gold Mountain Community Services District Fire Fund Account

# Exhibit F: City of Portola Schedule of Asset Transfer

The City of Portola shall transfer to the new Fire Protection District all rights, responsibilities, properties, contracts, assets and liabilities, and functions of the Portola Fire Department, except as noted in this exhibit.

Real Property

Facility	Address	APN
North Side Station	420 North Gulling St, Portola	APN 125-203-008 ±0.25 ac
		APN 125-203-007 ±0.14 ac
South Side Station	316 First Avenue, Portola	APN 126-074-003 ±0.05 ac

Personal Property

Apparatus ID	Year and Manufacturer	Details
9322	2008 Freightliner	Westates built, type 1 engine, light rescue, 1500 gpm, 850 gal, 5 seats, 4 SCBA seats
9331	1976 Peterbilt	3000 gal support tender, 2 seats, standard transmission
9372	2017 Dodge 5500	Type 6 engine, BLS response, 300 gpm, 450 gal, 4 seats
9321	2001 Freightliner	Westates built, type 1 engine, light rescue, 1250 gpm, 750 gal, 5 seats, 3 SCBA seats
9352	2005 Ford Expedition	BLS response, 5 seats
Support 1	Ford	Van body
		All remaining Fire Department sundry supplies, clothing, safety gear, and equipment

Fire Department Property Exempt from Transfer

Apparatus ID	Year and Manufacturer	Details
Ceremonial	1939 LaFrance	Antique Fire truck

County Tax Sharing

The City of Portola shall petition the Board of Supervisors to transfer \$70,000, in total, of the City's existing base property tax revenue to the successor agency. The transfer formula shall be based upon the FY 2022/23 tax roll information maintained by the County Auditor to determine the effective tax allocation factor that would generate approximately \$70,000, in base property tax revenue. This is a base transfer that shall continue in perpetuity without further regard for the amount of revenue generated for the successor agency. Each fiscal year thereafter, the successor agency shall receive the base amount and its share of the annual tax increment derived according to the formula described above, based on the growth in assessed value. The City of Portola shall solicit the County to address existing tax rate incongruities resulting from historical boundary changes during tax sharing negotiations. All resolved incongruities shall be reflected in the FY 2022/23 tax roll information for purposes of the reallocation calculations described above.



## **CITY COUNCIL AGENDA STAFF REPORT**

**DATE:** February 13, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Susan Scarlett, Finance Officer  
**MEETING:** February 22, 2023  
**SUBJECT:** Music in the Park

The current FY 2022/2023 budget included funding in the amount of \$9,000 for the series of summer concerts in the park which covered the summer of 2022. The summer of 2023 will be in the budget that we will be working on for the 2023/2024 Fiscal year. In order for bands to be booked approval needs to be given by the Council at this point

This item is being placed on the agenda to allow the City Council the opportunity to discuss funding the concert series and provide direction.

# INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

Between the  
CITY OF PORTOLA  
And  
JON KENNEDY

This City Manager Employment Agreement (“Agreement”) is entered into and effective this \_\_\_\_ day of February, 2023 by and between the CITY OF PORTOLA (“City”), a municipal corporation of the State of California, and Jon Kennedy (“Manager”), an individual. City and Manager may be referred to herein individually as “Party” and collectively as “Parties.” Under this Agreement, the City offers, and Manager accepts, employment as Interim City Manager of the City.

## **1. Duties:**

Manager shall be the chief executive officer of the City and perform those duties as set forth in the Portola Municipal Code (“Municipal Code”), Chapter 2.04, those duties that are prescribed by the laws of the State of California and of the United States of America and those responsibilities that are commonly assigned to a city manager of a city in California. Manager shall perform such other legally permissible and proper duties and functions appropriate to and consistent with the professional role and responsibilities of City Manager, as the City Council shall from time to time assign.

A. Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

B. Direct the work of all appointive City Officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council.

C. Recommend to the City Council, from time to time, adoption of such measures as Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.

D. Evaluate administrative practices that may result in greater operational effectiveness or economy in City government and develop and recommend to the City Council long range plans to improve City operations and prepare for the City’s growth and development.

E. Provide for management, development and training and develop leadership qualities as necessary to insure the highest standards of managerial practices.

F. Manager shall act in the City's best interests at all times and perform Manger's duties in a competent and professional manner. Furthermore, as the City's highest officer, Manager shall endeavor at all times to exercise the highest degree of integrity, committing to comply with the International City/County Managers Association ("ICMA") Code of Ethics and shall not engage in any conduct or activities, on- or off-duty, that reflect discredit or bring disrepute on the City or impair its efficient and effective operation.

G. Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Manager.

H. Manager shall perform the duties required hereunder at City's City Hall and at such other place or places as the City or Manager shall in good faith require or as the interests, needs, business, and opportunities of the City shall require or make advisable. In order to facilitate the discharge of his duties, Manager agrees to live within fifteen (15) minutes driving distance to City's City Hall, as measured during what would be considered to be normal or average driving conditions.

## **2. Devotion to City Business:**

The Manager position is a full-time position. Therefore, Manager shall focus his professional time, ability, and attention to the City's business during the term of this Agreement.

## **3. Hours of Work:**

The Manager position is full-time with a work schedule generally consistent with the normal business hours adopted by the City. Manager shall devote the time necessary to adequately perform his duties as City Manager. The Parties anticipate that Manager will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings. Toward that end, Manager shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular City business hours and for the performance of his duties and of City business. Manager may perform work off site as appropriate. Manager agrees to be reachable by telephone for consultation and advice when he is not physically working in the City. Manager also agrees to respond to the City for emergency situations.

## **4. Term:**

- A. Manager's employment will commence on February 24, 2023, and continue for a period of \_\_\_\_\_ year until \_\_\_\_\_. This Agreement and Manager's employment shall terminate on \_\_\_\_\_, unless terminated sooner in accordance with this Agreement.
- B. The Parties may mutually agree to extend the term of this Agreement. Any such extension shall be set forth in a written document approved and executed by both Parties.
- B. The Parties acknowledge and agree that Manager's employment by the City pursuant to this Agreement is on a temporary and interim basis during which the City will seek to fill the City Manager position with a regular, full-time City Manager ("RFTCM"). The Parties further acknowledge and agree that as of the effective date of this Agreement, Manager has expressed interest in being appointed and serving as the City's RFTCM and that during the term of this Agreement the Manager shall evaluate whether he has continued interest in such position and the City will consider and evaluate whether it is interested in contracting with Manager to be appointed to and serving in such position. The Parties may, but are not required to, agree to amend or revise this Agreement or enter into a new agreement for Manager to be appointed and serve as the City's RFTCM. At all times during the term of this Agreement, the Manager shall not participate in the making of the contract for the RFTCM position, shall play no role whatsoever in the contracting-making process for such position, shall not engage in and shall disqualify himself from participating in any act involving preliminary discussions, negotiations, compromises, reasoning, planning, preparing, suggesting or distributing job qualifications or solicitations for such position and shall not influence or attempt to influence directly or indirectly the City in the award of a contract for such position to promote his personal interests. The Parties further acknowledge and agree that the activities described in the preceding sentence are outside the scope of Manager's duties pursuant to this Agreement that they shall be performed by the City's City Council and other City staff, consultants and contractors selected and directed by the City Council. This sub-Section 4.C. is not intended and shall not be interpreted as requiring the City and Manager to amend or revise this Agreement or enter into a new agreement for Manager to be appointed and serve as the City's RFTCM or to change the at-will nature of Manager's employment with the City or either Party's right to terminate this Agreement as provided herein.

## **5. Compensation:**



B. Manager's initial annual Base Salary shall be \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_). Said amount shall be payable in installments at-the same time and in the same manner as other employees of the City are paid.

B. Manager shall be entitled to receive cost-of-living adjustments or any similar across-the-board increases that the City Council determines, in its discretion, to approve for all City employees.

C. Manager's Base Salary increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective. Such increases may be set forth in a resolution or minute action approved by the City Council and ratified by resolution.

D. If the City reduces the Base Salary or any other financial benefit of the Manager in a percentage that is greater than the average reduction of all City employees, without the approval of the Manager, Manager shall be entitled to severance pay under Section 12.B. of this Agreement.

**6. Periodic Evaluation:**

B. City shall review the performance of Manager within approximately six (6) months of the commencement of Manager's employment and shall thereafter meet approximately every six (6) months, or more frequently as either Party desires, to review the Manager's performance.

B. Increases to the Manager's Base Salary will be considered, at the sole discretion of the City, as part of the initial performance evaluation and each evaluation.

**7. Additional Benefits:**

A. City shall pay Manager Four Hundred Dollars (\$400.00) monthly in compensation on a pro rata basis for the use and maintenance of Manager's personal vehicle on City business. The car allowance is subject to federal and state income tax provisions for salary purposes. Manager shall not receive further reimbursement for travel mileage within a fifty (50) mile radius of the City. For any required travel mileage outside the fifty (50) mile radius, Manager shall be reimbursed at the current allowable I.R.S. rate. The Employee shall maintain and be responsible for paying for liability, property damage, and comprehensive insurance coverage, with minimum coverages of \$100,000 for each injury and \$300,000 for all injuries in one accident and \$100,000 for property damage, upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and replacement of said vehicle.

- B. Cell phone: City shall provide Manager with a cell phone for use for conducting City business and limited personal use as appropriate.
- B. Vacation Time: City shall provide Manager ten (10) paid vacation days of paid vacation during the term of this Agreement.
- D. Sick Time: City shall provide Manager with four (4) hours for each 80 hours pay period of paid sick.
- E. Paid Holidays: City shall provide Manager fourteen (14) days per year of paid holidays as determined by the City.
- F. Health Benefits: City shall provide Manager with the same health plans (medical, dental, and vision) under the same terms, conditions, and administrative procedures as determined by the City Council for all City employees.
- G. Pension: City agrees to enroll Manager as a member of the California Public Employees Retirement System (CalPERS). The Manager is responsible for paying the full employee portion of CalPERS. City shall pay Manager's required contributions consistent with the contribution level paid on and behalf of all other City employees.
- B. Management Leave: City shall provide Manager forty (40) hours per year of personal leave in accordance with the City's policies.
- B. Memberships: The City will pay for Manager's ICMA membership. The City will consider paying for Manager's membership in other organizations on an individual basis.
- B. The Manager will receive all benefits set forth in City policies and be subject to all City rules, procedures and policies, including personnel policies, except the benefits set forth in this Agreement shall control over the benefits set forth in City policies.

**8. Business and Professional Expenses:**

- B. City recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, provided that the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be set forth and approved by City Council in the City's budget, supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

- B. City agrees to pay Manager's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue Manager's professional development, and for Manager's reasonable participation in necessary official and other functions for the City, including, but not limited to, regional, state, and local conferences, and governmental groups and committees on which Manager serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings, if any, shall be at the discretion of the City Council as set forth in the City's budget.

## **9. City Property**

Manager agrees that materials, regardless of their form, that Manager creates, receives, creates or produces in connection with this Agreement and/or Manager's employment as City Manager are and will remain the exclusive property of the City. Manager will deliver all originals and all copies of such materials to the City that in Manager's possession or control upon termination or expiration of this this Agreement or upon any request from the Mayor or the City.

## **10. Non-Disclosure of Proprietary or Confidential Information:**

Manager will not at any time, in any form or manner, either directly or indirectly, except in the discharge of Manager's duties as City's Interim City Manager, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any Proprietary or Confidential Information produced, received, acquired or learned by Manager while performing the duties of City Manager. For purposes of this Agreement Proprietary and Confidential Information, includes but is not limited to, all information and any ideas pertaining in any manner to the business of the City, trade secrets, inventions, processes, formulae, data, know-how, software, strategies, information about City employees, City utility customers, elected and appointed officials and officers, attorney-client privileged information and any information concerning any matters detrimentally affecting or relating to the business of the City without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. During Manager's employment by City, Manager shall use Proprietary and Confidential Information only for the benefit of the City and as is, or may be, necessary to perform Manager's job responsibilities under this Agreement. Following termination or expiration of this Agreement, Manager shall not use any Proprietary or Confidential Information and shall not disclose any Proprietary or Confidential Information to any person or entity without the express written consent of City.

## **11. Manager's Commitments Binding on City Only on Written Consent:**

Manager shall not have the right to make any contracts or other commitments for or on behalf of the City without the written consent of City or as delegated to Manager by the City Council.

**12. Termination of Employment and this Agreement; General Release; Severance:**

B. Manager is an at-will employee and works exclusively at the pleasure and sole discretion of the City Council. This Agreement and at-will employment relationship, as provided in Government Code Section 36506 and in this Agreement, may be terminated at any time, with or without cause or notice by the City Council as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, except that Manager's employment may only be terminated without cause by a unanimous vote of the City Council during the first one hundred twenty (120) days after the seating and swearing-in of one or more City Council members. Nothing in this Agreement, nor in any City policy, rule, procedure or ordinance shall modify the Manager's status as an at-will employee or limit the City's ability to treat the Manager as an at-will employee, even though Manager's job duties, title, compensation, and benefits, as well as the City's policies, may change from time to time.

B. If Manager is terminated without cause, Manager will be provided with severance pay equal to \_\_\_\_\_ of Manager's Base Salary. Payment of severance pay is subject to the following:

1. Upon Manager's execution of the "General Release Agreement" in the form set forth in Exhibit "A" of this Agreement, Severance Pay shall be payable in one lump sum pursuant to the terms of said Agreement.

2. Manager agrees and understands that acceptance of the City's offer of severance pay at the time Manager's at-will employment is terminated by the City Council is pursuant to the execution of the "General Release Agreement" identified in Exhibit "A" of this Agreement and shall constitute liquidated damages and Manager's sole and exclusive remedy for any termination of this Agreement by the City Council as noticed in said Agreement.

3. In the event Manager voluntarily terminates Manager's employment with City, no severance pay shall be payable to Manager.

4. In the event City terminates Manager's at-will employment "for cause", City shall have no obligation to pay severance pay under this Agreement. A termination "for cause" may include, but shall not be limited to, the following:

- (a) A material breach of the terms of this Agreement;
- (b) Violation of City policies or procedures;
- (c) Failure to properly perform assigned duties;
- (d) Theft of City property;
- (e) Insubordination;
- (f) Unauthorized absence from employment;
- (g) Conviction of, or plea of guilty or nolo contendere to a felony or misdemeanor relating to Manager's fitness to perform assigned duties or Manager's reputation;
- (h) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
- (i) Failure to maintain satisfactory working relationships with other employees or the public;
- (j) Improper use of City funds;
- (k) Unauthorized use of City property;
- (l) Willful misconduct or malfeasance;
- (m) Failure or inability to provide a bond as required by the Portola Municipal Code;
- (n) Conduct unbecoming the position of City Manager or repeated failure of good behavior either during or outside of employment such that the Manager's conduct causes, or is likely to cause, scandal, severe discredit or embarrassment to the City or damage to the reputation of the City; and

(o) Any act of dishonesty, fraud, misrepresentation or moral turpitude.

C. If, during the Term or any extended Term, Manager dies, Manager's estate shall receive any accrued Base Salary and benefits, but shall not be entitled to any additional compensation or payment, including severance pay.

D. In the event Manager is permanently disabled or is otherwise unable to perform Manager's duties because of sickness, accident, injury, or mental incapacity for a period of sixty (60) consecutive days, the City may terminate Manager's employment and this Agreement. Manager shall receive any accrued Base Salary and benefits, but shall not be entitled to additional compensation or payment, including severance pay.

E. Manager may resign from Manager's employment at any time upon giving forty-five (45) days written notice to the City Council. If Manager resigns from employment, Manager shall not be entitled to any additional compensation or payment, including severance pay, but shall be entitled only to accrued Base Salary and benefits.

**14. Abuse of Office or Position:**

Notwithstanding anything to the contrary in this section, pursuant to the requirements set forth in Government Code Section 53243.2, if Manager is convicted of a crime involving an abuse of Manager's office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Manager (which would be in City's sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any severance pay related to the termination that Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (i) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; or (ii) a crime against public justice.

**15. Indemnification:**

In accordance with and subject to California's Government Claims Act, the City shall defend and indemnify the Manager against and for all losses sustained by the Manager in direct consequences of the discharge of Manager's duties on the City's behalf for the period of Manager's employment. City shall defend, hold harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise,

arising out of an alleged act or omission occurring in the performance of Manager's duties as the City Manager. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, as appropriate and determined by the City Council.

In the event the Manager is sued for damages arising out of the performance of Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify Manager from any judgment rendered against Manager, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

## **16. Conflict of Interest**

Because of the duties and role of the Manager on behalf of the City and its citizenry, the Manager shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council. For and during the term of this Agreement, the Manager further agrees, except for a personal residence or residential property acquired or held for future use as Manager's personal residence, not to invest in any other real estate or real property improvements within the corporate limits of the City, without informing the Mayor prior to such investment.

The Manager shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial, interest includes an interest arising from blood or marriage relationships or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein or by applicable law.

The Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Manager's City employment. The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

## **17. Assistance in Litigation**

Manager agrees that Manager will furnish information and proper assistance to the City as it may reasonably require with any litigation, arbitration or mediation in which it may become involved, either during or after termination or expiration of this Agreement. Manager further agrees that Manager will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Manager agrees to notify the City immediately upon receipt of any legal process or contact pertaining to the City.

**18. Entire Agreement:**

This Agreement represents the entire and fully integrated agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the employment of Manager by City and contains all of the covenants and agreements between the Parties with respect to that employment. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party, or by anyone acting on behalf of either Party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either Party.

**19. Modifications:**

Any modifications to this Agreement shall be effective only if in writing and signed by both of the Parties.

**20. Effect of Waiver:**

The failure of either Party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**21. Partial Invalidity:**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be deemed severable and continue in full force without being impaired or invalidated in any way.



**22. Attorney's Fees:**

If either Party brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing Party in such action or proceedings shall be entitled to receive from the other Party all reasonable attorney's fees and costs, incurred in connection therewith.

**23. 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 the terms of this Agreement shall be held exclusively in a state court in Plumas County, California. Manager expressly waives any right to remove such action from Plumas County.

**24. Notices:**

Any notices to be given hereunder by either Party to the other in writing may be affected either by personal delivery, mail, or email. Mailed notices shall be addressed to the Parties as set forth below, but each Party may change their address by written notice given in accordance with this section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Portola  
Attention: Mayor  
35 Third Avenue  
Portola, CA 96122

MANAGER: Jon Kennedy  
6620 Central Avenue  
Ukiah, CA 95482

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF PORTOLA

MANAGER

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

Tom Cooley, Mayor

\_\_\_\_\_

Jon Kennedy, Manager

Attest:

Approved as to Form:

\_\_\_\_\_  
Jason Shaw, Deputy City Clerk

\_\_\_\_\_  
Steven C. Gross, City Attorney

EXHIBIT "A"  
GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_, by and between the CITY OF PORTOLA, a municipal corporation of the State of California (hereinafter referred to as "City", "Party", or "Parties", as the context may require), and Jon Kennedy, an individual residing in Ukiah, California, (hereinafter referred to as "Kennedy", "Party", or "Parties", as the context may require), with respect to the following recitals:

**RECITALS**

- A. Whereas, Kennedy has been employed by the City as its Interim City Manager pursuant to an Interim City Manager Employment Agreement entered into and effective as of January 24, 2023 ("Employment Agreement");
- B. Whereas, pursuant to Section \_\_\_\_ of the Employment Agreement, the City terminated Employee from Employee's at-will employment as of \_\_\_\_\_ ("Separation Date"); and
- C. Whereas, pursuant to Sections \_\_\_\_ of the Employment Agreement, Employee has voluntarily agreed to accept the following severance payment from the City in consideration of the terms of this Agreement.

NOW, THEREFORE, Kennedy and the City agree and promise as follows:

- 1. In accordance with the terms and conditions set forth in this Agreement:

Kennedy agrees that effective as of the Separation Date, he has separated from and is no longer employed by the City.

- a. Kennedy agrees that he will not contact, disrupt or attempt to disrupt City employees while they are working and will not interfere with, undermine or attempt to undermine the authority of any of supervisory or managerial staff at the City and will not encourage or assist others to do so.
- b. Kennedy acknowledges that he has been paid through the Separation Date: (1) all wages; (2) reimbursement for all expenses; and (3) for all of his accrued and unused paid vacation.
- c. Kennedy and the City agree that as consideration for entering into this Agreement, the City will pay Kennedy only \_\_\_\_\_ month of his base salary as of the Separation Date, less required and authorized withholdings and deductions.

2. In exchange for the consideration set forth in Section 1, above, and for the covenants and mutual releases provided herein, Kennedy, on behalf of himself and his representatives, heirs, successors and assigns (collectively hereinafter also "Kennedy"), does hereby completely release and forever discharge the City and its past and present elected and appointed officials, employees, agents, representatives, attorneys, insurers, successors, and assigns (collectively "Released Parties") from any and all claims, rights, demands, actions, causes of action, obligations, liabilities, debts, damages, losses, loss of service, liens, liabilities, costs, attorneys' fees, experts' fees, debts and expenses, of any and every kind, nature and character whatsoever, in law or in equity, known or unknown, which she may have based on or related to (i) a tort, including but not limited to negligent or intentional tort; (ii) contract, including but not limited to implied, oral or written contract, or (iii) any federal, state or local law, statute or regulation, which Kennedy may now have or have ever had against the Released Parties, based on any act or omission, including but not limited to, any and all claims arising out of or in any way connected with Kennedy's employment with the City and the separation of such employment.

3. Kennedy specifically acknowledges and agrees that this Agreement shall operate as a complete bar to any litigation, charges, complaints, grievances or demands of any kind whatsoever, including but not limited to those arising under any and all policies and procedures of

the City, Constitution of the United States; Title VII of the Civil Right Act of 1964, as amended, 42 U.S.C. 2000(e) *et seq.*, which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1966, 42 U.S.C. 1981 *et seq.*; the American with Disabilities Act (“ADA”), the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Age Discrimination in Employment Act (“ADEA”), 29 U.S.C. § 621 *et seq.*; the Older Workers Benefit Protection Act (“OWBPA”), 29 U.S.C. § 623 *et seq.*; the Sarbanes-Oxley Act, 42 U.S.C. Section 1981, Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. 10001 *et seq.*; Executive Orders 11246 and 11141; the Fair Labor Standards Act (“FLSA”); the Family and Medical Leave Act (“FMLA”), 29 U.S.C Section 2601 *et seq.*; the Federal Department of Labor (“DOL”); the Constitution of the State California; the California Labor Code; the California Department of Labor Standards Enforcement (“DLSE”) regulations, polices or guidelines; any other federal, California state statute, regulation, ordinance, or other law concerning the payment of wages, overtime, on-call time and benefits; the California Fair Employment & Housing Act at California Gov’t Code §§ 12940, *et seq.*; California Pregnancy Disability Leave (“PDL”) at California Gov’t Code § 12945; California Family Rights Act (“CFRA”) at California Gov’t Code § 12945.1 *et seq.*; any other federal, California law prohibiting discrimination, harassment, retaliation or protecting whistle blowing activity; any claims of breach of public policy of the State of California, or other law prohibiting negligence; civil conspiracy; negligent and intentional infliction of emotional distress; breach of contract; wrongful discharge; constructive discharge; breach of an implied covenant of good faith and fair dealing; any express or implied contracts; and any federal or state common law and any federal, state or local statutes, ordinances and regulations. Notwithstanding the generality of the foregoing, Employee does not release any claims that cannot be released as a matter of law including, without limitation, claims for indemnity or unpaid wages under the California Labor Code, claims for worker’s compensation benefits, his right to bring to the attention of the Equal Employment Opportunity or California Department of Fair Employment and Housing claims of discrimination; however, that he does release his right to secure damages for any alleged discriminatory treatment.

4. Kennedy represents and warrants that:

a. He has not filed, initiated, or caused to be filed or initiated any grievance or legal action covering any claim or liability released in this Agreement or any claim or liability against the Released Parties and hereby agrees and promises he will not file, initiate, or cause to be filed or initiated, at any time subsequent to the execution of this Agreement, any grievance, complaint, claim, charge, suit, action, or cause of action, in any state or federal court or before any state, federal or local government or administrative agency, against the Released Parties.

b. He has no claims that he could file with the California Fair Employment and Housing Commission or the California Worker's Compensation Appeals Board.

5. The matters specifically released and dismissed by this Release Agreement shall include, but are not necessarily limited to, all claims and causes of action which Employee has against the City and/or any of the Released Parties arising on or before the date that this Release Agreement is executed, and ANY OTHER CLAIM OF ANY TYPE WHATSOEVER AGAINST THE CITY, AND/OR ANY OTHER RELEASED PARTY; WHETHER SUCH CLAIM IS KNOWN OR UNKNOWN TO EMPLOYEE AND/OR EMPLOYEE'S REPRESENTATIVES AND ATTORNEYS arising on or before the date that this Release Agreement is executed. As a further consideration and inducement for this Release Agreement, to the extent permitted by law, Employee hereby waives and releases any and all rights under Section 1542 of the California Civil Code or any analogous state, local, or federal law, statute, rule, order or regulation, Employee has or may have with respect to any claims against the City. California Civil Code Section 1542 reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Employee hereby expressly agrees that this Agreement shall extend and apply to all unknown, unsuspected, and unanticipated claims, injuries, losses and damages, as well as those that are now known and/or disclosed.

6. The Parties acknowledge that they have had the opportunity to be or have been represented by counsel in the negotiation and preparation of this Agreement. Except as provided in Section 1 above, the Parties agree that each Party shall be responsible for the payment of its own costs, attorneys' fees, and all other expenses in connection with the negotiation of this Agreement and any claims waived and/or released herein.

7. It is understood and agreed that this is a compromise settlement of potential disputed claims, and the furnishing of the consideration for this Agreement shall not be deemed or construed as an admission of liability or responsibility at any time for any purpose regarding any matter covered by this Agreement. It is further agreed and understood that this compromise and Agreement are being entered into solely for the purpose of allowing the Parties to avoid the expense and inconvenience of bringing or defending against any and all potential claims, rights, demands, actions, obligations, liabilities, and causes of action referred to hereinabove.

8. The Parties acknowledge that they have carefully reviewed the Agreement and know what it contains and have entered into this Agreement voluntarily, without coercion and based on their own judgment and not in reliance on any representation or promises made by the other Parties other than those contained herein. This Agreement incorporates the entire understanding between the Parties and recites the sole considerations for the promises exchanged herein. The Parties have read this Agreement, and they are fully aware of its contents and of its legal effect.

9. Kennedy assumes full responsibility to state and federal taxing authorities for any tax consequences arising out of payments made or benefits provided to him under this Agreement.

10. Kennedy agrees that he will not make any false or otherwise defamatory statements about the Released Parties, including without limitation with respect to Kennedy's employment with and separation from the City. Kennedy agrees that his breach of the terms and conditions set forth in this section is a material breach of this Agreement, such that the City will be irreparably

harmful as a matter of law and will be entitled to pursue its legal and equitable remedies, including without limitation the right to recover money damages and seek injunctive relief, plus reasonable attorneys' fees, without limiting any other remedy it may have at law or equity.

11. Kennedy acknowledges that by reason of his position with the City, he has had access to trade secrets, proprietary information and confidential information pertaining to the Released Parties and the City's elected and appointed officials, employees, customers, contractors and vendors (collectively "Confidential Information"). For purposes of this Agreement, "Confidential Information" includes without limitation, passwords, keys and other security information which may or may not be encrypted; personal information about past and present elected and appointed officials and employees of the City, such as addresses, telephone numbers, email addresses, personnel files, evaluations and actions related to personnel matters, such as applications for employment, hiring, promotions, separations, disciplinary actions, requests for and utilization of leaves of absences, health and other benefits; personal health information (including information subject to the Health Insurance Portability and Accountability Act ("HIPAA")); and information related to past and present negotiations and bargaining positions of the City with the City's contractors, vendors and represented and unrepresented employees and their bargaining representatives. For purposes of this Agreement, "Confidential Information" does not include information: (i) that is or becomes generally available to the public other than as a result of disclosure by Kennedy or any party to whom Kennedy has disclosed such information, except for information that is or becomes generally available to the public through disclosure by Kennedy or any party to whom Kennedy has disclosed such information in the course and scope of Kennedy's employment by the City; (ii) that is obtained by Kennedy on a non-confidential basis from a third party entitled to disclose such information.

a. Kennedy represents, warrants and promises that he has returned to the City all documents and records containing Confidential Information or any other tangible Confidential Information in his possession, custody, or control, and he has not made or kept any hard or computerized copies, notes, abstracts, summaries, lists, tapes or other record of any type of Confidential Information. For purposes of this Agreement, the term "document" means any written, computerized, typewritten, printed, or recorded material whatsoever, including, but not



limited to, notes, lists, memoranda, letters, reports, business records publications, data compilations, and computer diskettes and files.

b. Kennedy represents, warrants and promises he has not used and will not use for his own benefit, or divulge to any other person, firm, corporation, or other entity, any of the Confidential Information which he has obtained or learned as a result of his employment relationship with the City, except in the course and scope of his employment by the City.

c. Kennedy acknowledges and agrees (i) that any violation of this Section would cause immediate irreparable damage to the Released Parties and (ii) that determining the amount of damage caused to the Released Parties by any such violation would be extremely difficult or impossible. Kennedy therefore agrees that the Released Parties' remedies at law are inadequate, and Kennedy consents to the issuance of injunctive relief after proper judicial proceedings, including, but not limited to, a temporary restraining order, a preliminary injunction, and a permanent injunction, by a court of appropriate jurisdiction in order to restrain any actual or threatened violation of this paragraph without limiting any remedy the Released Parties may have at law or in equity.

12. This Agreement contains a waiver and release of all claims that Kennedy may currently have under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621-634). Kennedy understands and agrees that Kennedy:

- a. Has reviewed all aspects of this Release Agreement;
- b. Has carefully read and fully understands all of the provisions of this Agreement;
- c. Has had a full twenty-one (21) days within which to consider this Agreement before executing it;
- d. Is, through this Agreement, releasing the City and the Released Parties from any and all claims Employee may have;
- e. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;
- f. Knowingly and voluntarily intends to be legally bound by the terms set forth in this Agreement;

- g. Was advised, and by this Agreement is advised in writing, to consider the terms of this Agreement and consult with Employee's attorney prior to executing this Agreement;
- h. Has a full seven (7) days following the execution of this Agreement to revoke this Agreement and has been and is hereby advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired; and
- i. Understands that rights or claims including those under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621-634) that may arise after the date of this Agreement is executed are not waived.

13. This Agreement shall not be modified by oral representation made before, during or after the execution of this Agreement. All modifications must be in writing and signed by both Parties.

14. This Agreement may be executed in one or more counterparts, or duplicates of originals, all of which, taken together, shall constitute one and the same instrument.

15. In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement, which shall continue to remain in full force and effect.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Should either Party commence any court action to enforce or interpret this Agreement, the prevailing Party therein shall be entitled to recover its reasonable costs, attorneys' fees and experts' fees incurred therein. Any court action shall only be commenced and maintained in the Superior Court in and for the County of Plumas, State of California.

CITY OF PORTOLA

KENNEDY

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

\_\_\_\_\_

\_\_\_\_\_, Mayor

Jon Kennedy

Attest:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

Jason Shaw, Deputy City Clerk

Steven C. Gross, City Attorney