

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SIERRA
AND
PLIOCENE RIDGE COMMUNITY SERVICES DISTRICT
AUTHORIZING TRANSFER OF PGE-PSPS CRC REVENUES**

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of February, 2022, between the County of Sierra, a political subdivision of the State of California (“County”), and Pliocene Ridge Community Services District a California Special District (“PRCSD”).

WHEREAS, County has authorized Pacific Gas and Electric Company (PGE) to rent the Public Services portion of Alleghany Fire Station 2, also identified as Alleghany Public Services Building for a Community Resource Center (CRC) at times throughout a given year as part of serving the community during Public Safety Power Shutdown (PSPS) events and an agreement executed between PGE and the County provides for the payment by PGE of rental fees to County; and,

WHEREAS, County desires to transfer funds received from PGE for the rental fees of the Alleghany Fire Station 2 for exclusive use by PRCSD on maintenance and improvements to the either firehouse in Alleghany.

NOW, THEREFORE, the parties agree as follows:

I. TRANSFER OF FUNDS AND ACCEPTANCE

- a. County authorizes the County Auditor to transfer to PRCSD, rental fees received from PGE for the rental of the Alleghany Fire Station 2 when it is used for a Community Resource Center as part of a Public Safety Power Shutdown (PSPS) event.
- b. County will transfer to PRCSD rental fees collected from PGE within thirty (30) days of deposit in the County Treasury.
- c. PRCSD hereby accepts periodic transfers of rental fees from County and agrees to maintain an account of the income and expenses of the transferred revenues and hold and administer the funds in accordance with the terms and conditions of this agreement.

II. DESIGNATION AND USE OF FUNDS TRANSFERRED BY COUNTY

- a. The transfer of funds from County to PRCSD is restricted to use by PRCSD to offset the ongoing costs to PSCSD for maintenance, janitorial services, and minor improvements to the Alleghany firehouses.
- b. PRCSD shall make use of the transferred funds for the purposes identified herein and shall not change the use thereof without County’s prior written consent.
- c. In the event that the transfer of funds to PRCSD is no longer practical or the PRCSD is removed from or ceases to be responsible for the maintenance and rental of the Alleghany

Fire Station 2, PRCSD agrees that the balance of funds received from County shall be returned to County, unless otherwise authorized in writing by County.

III. GENERAL PROVISIONS

- a. Neither party may assign their rights or obligations under this MOU.
- b. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded. The provisions of this MOU may not be modified, except by a written instrument signed by both parties.
- c. All notices, demands, requests or other communication required or permitted to be given hereunder shall be in writing and sent by First Class United States Mail, postage prepaid to the following address:

To County:

Chairman, Sierra County Board of Supervisors
PO Drawer D
Downieville, California 95936

To PRCSD:

Secretary, Pliocene Ridge CSD
100 Pike City Road
Pike City, CA 95960

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this MOU effective as of the date first written above.

COUNTY OF SIERRA:

**PLIOCENE RIDGE COMMUNITY
SERVICES DISTRICT:**

By _____
Paul Roen, Chairman
Board of Supervisors

By _____

Name:

Date: _____

Title.: _____

Approved as to form:

Date: _____

By: _____
David Prentice
County Counsel

Attest:

By: _____
Heather Foster
Clerk of the Board