



## **BOARD OF SUPERVISORS**

Terrell Swofford, 1<sup>st</sup> District  
Robert A. Meacher, Vice Chair 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, Chair 4<sup>th</sup> District  
Jon Kennedy, 5<sup>th</sup> District

### **AGENDA FOR MEETING OF AUGUST 09, 2011 TO BE HELD AT 10:00 A.M. IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://www.countyofplumas.com)

#### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

**INVOCATION AND FLAG SALUTE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **ACTION AGENDA**

1. 10:15 **US FOREST SERVICE** – LeeAnne Schramel-Taylor  
A. Introduction of Laurence Crabtree, Deputy Forest Supervisor  
B. Report and update on Travel Management Plan-Subpart B

2. 10:30 **BOARD OF SUPERVISORS**

A. Correspondence  
B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

3. 10:45 **COUNTY ADMINISTRATIVE OFFICE** – Jack Ingstad  
A. Budget Briefing

#### Departmental Matters

B. **NNC COMMITTEE** – John Cunningham  
Request for approval of revision to Section 6-2 of the 2005 Plumas County Purchasing Policy.  
Discussion, possible action and/or direction to staff

4. **CONSENT AGENDA**

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

A. **INFORMATION TECHNOLOGY**

Approve and authorize the Chair to sign support agreement for Megabyte property tax software.

B. **SHERIFF**

1) Approve and authorize the CAO to sign contract with Scott Tanner Business Equipment for lease of copy machines for Sheriff, Dispatch Center and Jail  
2) Authorize the Auditor to pay Identix Incorporated invoice of \$7,137; and authorize the Sheriff to sign and the Auditor to pay all future maintenance contracts with Identix Incorporated

C. **PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign various service agreements with Great Northern Corporation, Lassen County Alcohol & Drug, and the County of Shasta of \$10,000 or more for FY 2011-2012

## 5. CLOSED SESSION

### ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees

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

## NOON RECESS

### 6. 1:30 P.M. **PUBLIC WORKS** – Robert Perreault

#### **SOLID WASTE**

- A. Adopt an **ORDINANCE**, first introduced and waived on August 02, 2011, to amend Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code), "Fee schedule for collection, transfer, and related services". **Roll call vote**
- B. Proposition 218 **PUBLIC HEARING** on the proposed ordinance to amend §6-10.207 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code "Fee Schedule for Collection, Transfer, and Related Services"
- C. Board action on the request for an increase (6.26%) in the solid waste rates submitted by InterMountain Disposal, Inc. Discussion, possible action and/or direction to staff

## ADJOURNMENT

Adjourn meeting to Tuesday, August 16, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.



3B

## PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971  
www.plumascounty.us

voice (530) 283-7011  
24/7 inspection request (530) 283-6001  
fax (530) 283-6134

**DATE:** July 29, 2011

**TO:** The Honorable Board of Supervisors

**FROM:** NNC (No Name Committee)  
John Cunningham, Bob Perreault, Joe Wilson, Mimi Hall, Greg Hagwood,  
Julie White

**SUBJECT: AGENDA ITEM FOR AUGUST 9, 2011; Re: Request for Approval of Revision to Section 6-2 of the 2005 Purchasing Policy**

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### Recommended Action

The NNC respectfully requests the Board approve a revision to Section 6-2 of the 2005 Purchasing Policy as shown in attached Exhibit A, which adds the following exception to Section 6-2:

#### **Exception:**

1. Services for less than \$1,000 do not require a traditional contract approved as to form by County Counsel. Department heads are to use their discretion to assess the potential risk/benefit and liability exposure to determine if a contract is necessary, assessing the following increased risk factors:
  - a. The service provided is performed on County facilities.
  - b. The work is likely to be performed by employees of the company providing the service, as opposed to the work being performed by owner/principal of the company.
  - c. The work is of a nature that, if done improperly, could result in injury to the public, County employees, and/or damage to County facilities
  - d. The company providing the service does not regularly provide similar services to other customers.

Use of this exception rests solely with the department head. It is the department head's responsibility to use this exception judiciously.

An invoice signed and dated by the department head is sufficient documentation to allow the Auditor to pay a claim for services under this cost threshold.

2. Service contracts are not required for interdepartmental services.

## **Background**

Faced with unprecedented budgetary challenges, the Plumas County Administrative Officer created a committee to proactively engage County departments as a vital step in addressing the immense fiscal and economic issues facing Plumas County. Members of the volunteer committee are: John Cunningham, Plumas County Building Official (serving as Chair); Greg Hagwood, Sheriff; Mimi Hall, Public Health Agency Director; Bob Perreault, Public Works Director; Julie White, Treasurer/Tax Collector; and Joe Wilson, Facilities Director.

The committee began to meet in April 2011 and quickly identified the current policy of requiring extensive contracts for small services under \$1,000 as being a major organizational inefficiency.

This committee then developed five policy changes that were presented to the Board of Supervisors on May 17, 2011. During the same Board meeting, the County Auditor presented an alternative policy modification to the existing purchasing and contracting procedure. The Committee Chair and the Board Chair tabled the NNC proposal in an attempt to gain consensus between the Auditor's and the NNC's proposals.

Several months have passed and the NNC has made some progress in meeting with County Counsel, and has received correspondence from the County Auditor. The NNC has undertaken the task of trying to revise the existing purchasing policy in whole. The Committee strongly feels that in the interim, until a formal rewrite of the Purchasing Policy is finished, that the Board adopt the two recommended interim policies shown above. This action will allow County Departments to immediately start operating in a more efficient manner.

Faced with reduced staff in many departments, it is even more important to streamline the way we do business. The current contracting practice and policy requires that every service, even for an amount as low as \$50, have a County Counsel-approved contract before it can be performed and subsequently paid for. These small types of contracts generate a lot of unnecessary work for department heads and their fiscal staff, County Counsel's Office, and the Auditor's staff. The NNC estimates that this simple policy change will save the County close to \$20,000 a year in staff time alone.

The Auditor has expressed concerns about liability exposure if a contract is not required for services under \$1,000. The NNC committee recognizes this as a valid concern. The NNC also recognizes that some services contain a higher level of risk than others do and expects that department heads will make good judgments as to what services have a higher level of risk and will thus require a contract under \$1,000 for those few higher-risk contracts.

This simple policy modification will save the County time and money, and make it easier for Plumas County's vendors to do business with the County. In the upcoming months, the NNC will continue to look for other ways that the County could streamline operations to achieve efficiency.

## **Exhibit A**

### **Existing 2005 Purchasing Policy Section 6-2:**

#### **6-2 REVIEW BY COUNTY COUNSEL / INSURANCE**

All professional services contracts must conform to an approved County Counsel contract prior to execution.

The County requires insurance coverage for all professional service contracts. The contracting department is responsible for acquiring and maintaining the contractor's certificates of insurance. Departments should make prospective contractors aware of the County's insurance requirements at the time quotes, bids, or proposals are solicited. Contractors should not be given notice to proceed until the appropriate insurance certificates have been received.

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### **Proposed Change to 2005 Purchasing Policy Section 6-2 (adds exception in blue text):**

#### **6-2 REVIEW BY COUNTY COUNSEL / INSURANCE**

All professional services contracts must conform to an approved County Counsel contract prior to execution.

The County requires insurance coverage for all professional service contracts. The contracting department is responsible for acquiring and maintaining the contractor's certificates of insurance. Departments should make prospective contractors aware of the County's insurance requirements at the time quotes, bids, or proposals are solicited. Contractors should not be given notice to proceed until the appropriate insurance certificates have been received.

#### **Exception:**

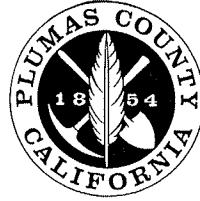
1. Services for less than \$1,000 do not require a traditional contract approved as to form by County Counsel. Department heads are to use their discretion to assess the potential risk/benefit and liability exposure to determine if a contract is necessary, assessing the following increased risk factors:
  - a. The service provided is performed on County facilities.
  - b. The work is likely to be performed by employees of the company providing the service, as opposed to the work being performed by owner/principal of the company.
  - c. The work is of a nature that, if done improperly, could result in injury to the public, County employees, and/or damage to County facilities
  - d. The company providing the service does not regularly provide similar services to other customers.

Use of this exception rests solely with the department head. It is the department head's responsibility to use this exception judiciously.

An invoice signed and dated by the department head is sufficient documentation to allow the Auditor to pay a claim for services under this cost threshold.

2. Service contracts are not required for interdepartmental services.

# Plumas County Department of Information Technology



County Courthouse, 520 Main Street, Room 208

Quincy, California 95971

Phone: (530) 283-6263

Fax: (530) 283-0946

David M. Preston  
*Information Systems Manager*

DATE: August 9, 2011  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF AUGUST 9, 2011 RE:  
APPROVAL OF MAINTENANCE AGREEMENT FOR SOFTWARE .**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of attached agreement for software maintenance.

**Background and Discussion:**

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. Funding for this agreement has been included in the 2011/2012 approved Information Technology budget.

## BOARD AGENDA REQUEST FORM

Department: SHERIFF

Authorized Signature: 

Board Meeting Date: August 9, 2011

Request for \_\_\_\_\_ minutes for presentation

Consent Agenda: Yes/No

(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approve and sign contract with Scott Tanner Business Equipment for lease of copy machines for Sheriff's Office, Dispatch Center and Jail.

B. \_\_\_\_\_

\_\_\_\_\_

C. \_\_\_\_\_

\_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

County Counsel

### If another department or the CAO is opposed to an agenda item, please indicate the objection:

\_\_\_\_\_

### Attached Documents:

Contracts/Agreements:

Three copies? (Y/N)

Signed? (Y/N)

Budget Transfers Sheets:

Signed? (Y/N)

Other: \_\_\_\_\_

### Publication:

Clerk to publish on \_\_\_\_\_ Notice attached and e-mailed to Clerk.

Notice to be published \_\_\_\_\_ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_.)  Copy of Affidavit Attached.

### Special Instructions:

\_\_\_\_\_

\_\_\_\_\_

### For CAO Use Only:

\_\_\_\_\_

\_\_\_\_\_

**THE CLERK OF THE BOARD MUST RECEIVE THIS REQUEST BY 5:00 P.M. ON THE TUESDAY BEFORE THE BOARD MEETING (5:00 P.M. ON MONDAY IF FRIDAY IS A HOLIDAY)**



# Office of the Sheriff

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

4B.1.

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## MEMORANDUM

**DATE:** **July 26, 2011**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Greg Hagwood**

**SUBJECT:** Agenda Item for the Board Meeting of August 9, 2011

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**It is recommended that the Board:**

Approve and sign a Service Agreement between the Plumas County Sheriff's Office and Scott Tanner Business Equipment (PCSO00104), for lease of copy machines for Sheriff's Office, Dispatch Center and Jail.

**Background and Discussion:**

Per County Policy, contracts in excess of \$10,000 must be approved by the Board of Supervisors. Therefore, it is requested that the Board approve this contract with Scott Tanner Business Services and the Plumas County Sheriff's Office. A bid process was followed, with Scott Tanner being the lowest bidder.

# Equipment Lease Agreement

WELLS  
FARGO

Agreement No.: 0785095

## CUSTOMER INFORMATION:

Customer's Full Legal Name:

County Of Plumas

Address:

1400 East Main Street

City/State/Zip Code:

Quincy, Ca. 95971

Telephone Number:

530-283-6275

Federal Tax ID #:

County:  
Plumas

## SUPPLIER INFORMATION:

Supplier Name:

Scott Tanner Business Equipment

Address:

101 Pine St. PO Box 236

City/State/Zip Code:

Greenville, Ca. 95947

## EQUIPMENT INFORMATION:

See Attached Equipment Schedule

Equipment Location (if different than address shown above):

Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)

## TERM AND PAYMENT INFORMATION:

Initial Term: 60 months

Lease Payment: \$1,490.13

Check here  if Lease Payment includes sales/use tax.

Payment Period is "Monthly" unless otherwise noted here: Quarterly

Last Payment  1st and Last Payments

Documentation / Processing Fee: \$75.00

Advance Payment: \$0.00 applied to:  1st Payment

Security Deposit: \$0.00

End of Term Purchase Option (shall be Fair Market Value unless another option is checked):  Fair Market Value  \$1.00  None  Other:

In this agreement (as amended from time to time, the "Lease"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the lessor, Wells Fargo Financial Leasing, Inc. "Supplier" means the equipment supplier named above. This Lease represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Supplier) are not binding on Us.

1. **LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. You promise to pay to Us all Lease Payments in accordance with the payment schedule set forth above, plus all other amounts stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation.

2. **LEASE TERM; AUTOMATIC RENEWAL.** This Lease is effective on the date that it is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). Unless You have a \$1.00 End of Term Purchase Option, You shall notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term (the "Notice Period") that You intend to purchase or return all of the Equipment at the end of such Present Term or: (a) this Lease will automatically renew for an additional one-year period (each, a "Renewal Term"), and (b) the payment terms and other terms of this Lease will continue to apply. If You do not notify Us in writing within the Notice Period that You intend to purchase or return all of the Equipment at the end of a Present Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Present Term, or (ii) return the Equipment pursuant to Section 12 promptly following the end of the Present Term. For any "Fair Market Value" End of Term Purchase Option, then the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancelable for the full Initial Term and for any and all Renewal Terms.**

3. **UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your duty to perform Your obligations hereunder is absolute and unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to make all payments and fully perform under this Lease.

4. **LEASE PAYMENTS.** Lease Payments, plus applicable taxes and other charges provided for herein, are payable by the due date set forth on Our invoice to You. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (defined in Section 10) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days after the end of this Lease. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00. If the Lease Payments include amounts owed to a Vendor pursuant to a separate contract, You acknowledge that We may increase the portion of Your Lease Payment attributable to such maintenance charges by up to 10% annually. If a Vendor has agreed to ship supplies to You pursuant to a separate contract, You acknowledge that We may (on behalf of such Vendor) bill You for any supply freight fee that such Vendor charges for shipping supplies to You.

5. **INDEMNIFICATION.** You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys fees') made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease.

6. **NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that the transaction documented in this Lease is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A of the UCC to the **promises and warranties** (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

Customer: <u>County Of Plumas</u>	Wells Fargo Financial Leasing, Inc., Des Moines, Iowa	
By: <u>X</u> 	By: <u>X</u> 	
Print name: _____	Print name: _____	
Title: _____	Title: _____	
Date: _____		
Date: _____		
Print name: _____		
Print name: _____		
Date: _____ / _____ / _____		
Date: _____ / _____ / _____		
BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS LEASE AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2		

## Equipment / Property Schedule



Lessee/Renter/Customer: <b>County Of Plumas</b>	Title of lease, rental or other agreement: <b>Equipment Lease Agreement dated 9-1-11</b>
Lessor or Lender: <b>Wells Fargo Financial Leasing, Inc.</b>	Lease, rental or contract #: <b>0785095</b>

**Customer's Initials:**

# Non-Appropriation Addendum

(for State or Local Governmental Lease or Loan)

Lessee/Renter/Customer:	Title of lease, rental or other agreement:
County of Plumas	Equipment Lease Agreement dated 9-1-11
Lessor or Lender: Wells Fargo Financial Leasing	Lease, rental or contract #: 0785095

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter or other customer ("Customer") and the above-referenced lessor or lender ("Creditor").

**Introduction:** Customer and Creditor are simultaneously herewith entering into the above-referenced lease, rental, loan or other credit agreement (the "Agreement"); and Customer and Creditor wish to modify and/or supplement the terms of the Agreement, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Agreement (the "Effective Date").

**1. Incorporation and Effect.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of Customer and Creditor to conform the terms and conditions of the Agreement to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Agreement.

**2. Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Agreement.

**3. Non-Appropriation of Funds.** Customer hereby represents, warrants and covenants to Creditor that: (a) Customer intends, subject only to the provisions of this Section 3, to remit to Creditor all sums due and to become due under the Agreement for the full multi-year term thereof; (b) Customer's governing body has appropriated sufficient funds to pay all amounts due to Creditor during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Agreement, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body. In the event Customer's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during Customer's next fiscal period, Customer may, subject to the terms hereof, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). Customer agrees to deliver notice of an Event of Non-appropriation to Creditor at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Agreement on or before the effective date of termination. In the event the Agreement is terminated following an Event of Non-appropriation, Customer agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Customer shall not purchase, lease, rent or otherwise acquire any personal property performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except as may be required for public health, safety or welfare purposes. Customer and Creditor understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies.

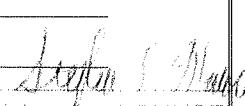
**4. Additional Representations, Warranties and Covenants of Customer.** In addition to the other representations, warranties and covenants made by Customer as set forth in the Agreement, Customer hereby represents, warrants and covenants to Creditor that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their terms, and Customer has complied with such public bidding requirements as may be applicable to the Agreement and this Addendum and the transactions contemplated herein and therein, (d) upon Creditor's request, Customer will provide Creditor with a copy of Customer's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Agreement, unless and until the Agreement is terminated in accordance with Section 3 above, Customer shall provide to Creditor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Customer's ability to continue the Agreement, as Creditor may request. **Customer hereby acknowledges that the representations, warranties and covenants made by Customer in this Addendum and those set forth in the Agreement are being materially relied upon by Creditor in entering into the Agreement and this Addendum.**

**5. Indemnification.** To the extent Customer is or may be obligated to indemnify, defend or hold Creditor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

**6. Remedies.** To the extent Creditor's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**7. Governing Law.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**8. Miscellaneous.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Customer: County Of Plumas	Approved as to form	Creditor: Wells Fargo Financial Leasing
By: <u>X</u>		By: <u>X</u>
Print: 		Print: 
Title: <u>STEPHEN J. HALL</u>		Title: <u>WELLS FARGO FINANCIAL LEASING</u>



# Delivery & Acceptance Certificate

Lessee/Renter/Customer: County Of Plumas	Title of lease, rental or other agreement: Equipment Lease Agreement dated 9-1-11
Lessor or Lender: Wells Fargo Financial Leasing, Inc.	Lease, contract or schedule #: 0785095

The above Customer hereby unconditionally represents and certifies to Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), and agrees, that:

1. The following equipment, other personal property and software, if any, leased or otherwise provided to Customer or otherwise constituting collateral relating to the above lease, contract or schedule (the "Goods"), has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer:

Quantity	Make or other description	Model name (if any)	Serial # (if any)
1	Sharp	MX-5001N	
1	Sharp	MX-M453N	
1	Sharp	MX-M363N	
2	Sharp	MX-DEX8	
1	Sharp	MX-FN11	
1	Sharp	MX-FN10	
3	Sharp	MX-FXX2	
2	Sharp	MX-LCX1	

*Attach additional page if necessary*

2. There are no side agreements between Customer and any third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by Wells Fargo or any third party. There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Contract, and Customer agrees that the Contract cannot be revoked or cancelled or terminated early for any reason. *EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT.*

Customer hereby directs Wells Fargo to pay the vendor/supplier of the Goods. Customer agrees that (i) Wells Fargo may insert the Contract or Lease number above and the Delivery Date below if either is missing following the Customer's signature below and (ii) a facsimile of this document containing a facsimile of the Customer's signature shall be considered as valid and binding as the original for all purposes.

**Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have  
been delivered, installed, inspected and tested to your satisfaction.**

Customer Authorized Signature

Print name

Delivery Date of the Goods

EXCEPT FOR THE  
MAINTENANCE  
SERVICE AGREEMENT  
BETWEEN CUSTOMER  
AND SCOTT TANNER  
BUSINESS EQUIPMENT

Approved as to form

SCOTT TANNER  
COUNTY COUNSEL

## Services Agreement

This Agreement is made this 1<sup>st</sup> day of September, 2011, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sherrif's Office SMT (hereinafter referred to as "County"), and SCOTT TANNER, an individual, doing business as Scott Tanner Business Equipment (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Dollars and No/100 (\$3,000.00).
3. Term. The term of this agreement shall be from September 1, 2011 through September 1, 2016, unless terminated earlier as provided herein. This term shall be extended automatically on a quarter-to-quarter basis unless either party provides a notice of termination at least thirty (30) days prior to the end of the quarter.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. Upon termination, County shall pay to Contractor a prorated portion of the quarterly rate listed in Exhibit B.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office SMT  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Dean Canalia

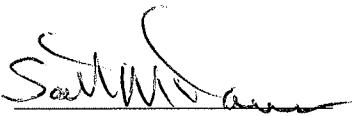
Contractor:

Scott Tanner Business Equipment  
P.O. Box 236  
Greenville, CA 95947  
Attention: Scott Tanner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

CONTRACTOR:



Scott Tanner, d/b/a  
Scott Tanner Business  
Equipment

COUNTY:

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

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

Approved as to form:



County Counsel, Deputy



## **EXHIBIT B**

### **Fee Schedule**

1. County shall pay a flat fee of \$ 378.00 every quarter for up to 49,000 black & white images and 1,400 color images per quarter on the equipment covered by this Agreement.
2. County shall pay an additional \$ 0.006 for every black & white image made in excess of 49,000 per quarter, to be added to the quarterly invoice.
3. County shall pay an additional \$0.06 for every color image made, in excess of 1,400 per quarter, to be added to the quarterly invoice.
4. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
5. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
6. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
7. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
8. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



# Office of the Sheriff

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

YB.J.

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** July 26, 2011  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood A handwritten signature in black ink, appearing to read "Hagwood" with a stylized "H" and "J" at the end.  
**RE:** Agenda Items for the meeting of August 9, 2011

**It is recommended that the Board:**

Authorize Auditor to pay Identix Incorporated invoice for \$7,137.00. This payment is for a maintenance contract (PCSO 00027) for the period of 01-July-11 to 30-June-12. Also, authorize Sheriff to sign for all future maintenance contracts with Identix Incorporated and to authorize the Auditor to pay.

**Background and Discussion:**

The term of this contract is for one year. This purpose of this agreement with Identix Incorporated is to maintain the live-scan fingerprint machine located in the Plumas County Jail Facility. Identix Incorporated has been the sole provider of this service for the Plumas County Sheriff's Office since 2008, utilizing the same contract format. County Counsel has suggested changes to the contract, such as two corporate officers sign the agreement. Identix Incorporated does not wish to change the contract format. Authorizing the Sheriff to sign future maintenance contracts between the Plumas County Sheriff's Office and Identix Corporation will streamline the process and will prevent future lapses in maintenance contract coverage. An additional live scan machine located at 1400 East Main Street (Sheriff's Office) will also be coming up for its maintenance contract to be renewed in the near future at a cost of \$2740.00. With giving authorization to the Sheriff to sign maintenance contracts between Identix Corporation and the Plumas County Sheriff's Office it will allow the Plumas County Sheriff's Office to proceed with business in a timely manner.

**IDENTIX INCORPORATED**  
5705 W. Old Shakopee Road  
Suite 100  
Bloomington, MN 55437-3107  
USA  
Phone (800) 932-0890

**IDENTITY**  
**SOLUTIONS**  
BIOMETRICS DIVISION

**I**  
**1**  
IDENTIX INCORPORATED  
5705 W. Old Shakopee Road  
Suite 100  
Bloomington, MN 55437-3107  
USA  
Phone (800) 932-0890

**INVOICE#:** 53584  
**INVOICE DATE:** 11-JUL-11  
**DU DATE:** 10-AUG-11  
**CONTRACT ID:** K-7701-S  
**PRICE LIST:** S&L LAW ENFORCEMENT  
**PURCHASE ORDER:** JACK INGSTAD

**COVERAGE**

START DATE: 01-JUL-11  
END DATE: 30-JUN-12

PAGE: Page 1 of 1

COVERAGE TYPE	DESCRIPTION	PRICE
TP- NOREMOTE	TP-NOREMOTE Access to Customer System	\$1,095.00
FROM 01-JUL-2011 TO 30-JUN-2012	ANNUAL 9/5 MAINTENANCE	\$342.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE	\$5,700.00
FROM 01-JUL-2011 TO 30-JUN-2012		
3800XCH- M95		
FROM 01-JUL-2011 TO 30-JUN-2012		

PLEASE REMIT TO:  
IDENTIX INCORPORATED  
LOCKBOX #14558  
14558 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693

**SUB TOTAL:** \$7,137.00  
**TAX (7.25)%:** \$0.00  
**TOTAL:** \$7,137.00

IDENTIX INCORPORATED  
FED ID # 94-2842496

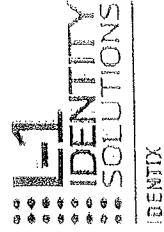
PCSO 000027

**MAINTENANCE AGREEMENT ADDENDUM  
QUOTATION**

**QUOTE ID:** K-7701-S  
**QUOTE DATE:** 28-JAN-2011  
**VALID UNTIL:** 29-SEP-11  
**PRICE LIST:** S&L LAW ENFORCEMENT

COVERAGE  
START DATE: 01-JUL-11  
END DATE: 30-JUN-12

PAGE: 1 of 2



5705 W. Old Shakopee Road  
Suite 100  
Bloomington, MN 55437-3107  
USA  
Phone (800) 932-0890  
FAX (922) 332-7181

IDENTITY  
SOLUTIONS  
BIOMETRIC SOLUTIONS

BILL TO: PLUMAS COUNTY SHERIFF OFFICE  
1400 EAST MAIN STREET  
QUINCY, CA 95971  
United States

## MAINTENANCE AGREEMENT ADDENDUM

QUOTE ID: K-7701-S

QUOTE DATE: 28-JAN-2011

VALID UNTIL: 29-SEP-11

PRICE LIST: S&L LAW ENFORCEMENT

### COVERAGE

START DATE: 01-JUL-11

END DATE: 30-JUN-12

PAGE: 2 of 2

DESCRIPTION	QTY	SERIAL NUMBER	PRICE
<p><b>COVERAGE TYPE</b> The terms and conditions of identity maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in buyer's purchase order and some may be new. Acceptance is conditional on buyer's assent to the terms set out herein in lieu of those in buyer's purchase order. Seller's failure to object to provisions contained in any communication from buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of seller before becoming binding on either seller or buyer.</p>			

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

**IDENTIX INCORPORATED**  
**SYSTEM MAINTENANCE TERMS AND CONDITIONS**  
*for use with*  
**U.S. End User Customers**  
*covering*  
**Identix® Live Scan Product Line**

**I. GENERAL SCOPE OF COVERAGE**

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

**II. MAINTENANCE SERVICES**

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

**A. Included With All Remedial Maintenance Services.**  
*Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

**B. 24/7 Maintenance Services.** Identix' *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

**E. Preventive Maintenance Services.** Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

**III. EXCLUSIONS FROM SERVICES**

**A. Exclusions.** The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

**B. Availability of Additional Services.** At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O. Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

**C. Non-Registered System Components.** Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

**D. Third Party Hardware and Software.** Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

**IV. SERVICE CALLS**

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

## **V. TERM AND TERMINATION**

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

## **VI. FEES FOR SERVICES**

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

## **VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY**

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

## **VIII. LIMITED LICENSE TO UPDATES**

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

## **IX. MISCELLANEOUS**

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER  
(MA) William Gallagher Assoc.  
Insurance Brokers, Inc.  
470 Atlantic Avenue  
Boston, MA 02210

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Identix, Inc.  
An L-1 Identity Solutions Company  
177 Broad Street, 12th Floor  
Stamford, CT 06901

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Ace American Insurance Company	22667
INSURER B: Twin City Fire Insurance Co.	29459
INSURER C: ACE Fire Underwriters Insurance	20702
INSURER D:	
INSURER E:	

## COVERSSES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	G24651368003	09/30/10	09/30/11	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA Occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PMUH08411505003	09/30/10	09/30/11	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER	08WBIU1183	09/30/10	09/30/11	X WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Evidence of Insurance

## CERTIFICATE HOLDER

CERTIFICATE HOLDER	CANCELLATION
Plumas County Sheriff Office 1400 East Main Street Quincy, CA 95971	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

4/2

**Mimi Khin Hall, MPH, CHES, Director**

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** August 1, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Agenda Item for August 9, 2011

**Item Description/Recommendation:** Approve various Service Agreements with Great Northern Corporation, Lassen County Alcohol & Drug, and the County of Shasta for \$10,000.00 or over for Public Health for FY 2011-2012, and direct the Chair to sign.

**History/Background:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

The Service Agreements listed below have been reviewed and approved by County Counsel.

RWPARTB1112GNC	Great Northern Corporation	\$60,560.00
RWPARTB1112LADD	Lassen County Alcohol & Drug	\$20,227.00
PH1112COS	County of Shasta	\$11,571.00

Copies of the Agreement are on file with the Clerk of the Board for your review.

# DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN, QUINCY CA 95971 PHONE (530) 283-6268 FAX (530) 283-6323



ROBERT A. PERREAULT Jr.  
DIRECTOR

MARTIN BYRNE  
ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

August 1, 2011

## AGENDA REQUEST

From: Robert A. Perreault, Jr., Director of Public Works

Subject: Agenda Request for the August 9, 2011 Meeting  
of the Plumas County Board of Supervisors

To: Honorable Board of Supervisors

Plumas County Solid Waste Program:

- A. Second Reading of the proposed ordinance to amend  
Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code),  
"Fee schedule for collection, transfer, and related services."
- B. Proposition 218 Hearing on the proposed ordinance to amend  
Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code),  
"Fee schedule for collection, transfer, and related services."
- C. Motion and Vote by the Board of Supervisors on the request for an  
increase (6.26%) in the solid waste rates, submitted by InterMountain  
Disposal, Inc.

### Background:

On April 25, 2011, InterMountain Disposal, Inc. submitted a solid waste rate increase request letter, requesting a 10.2245% rate increase.

On May 17, 2011, InterMountain Disposal, Inc. submitted a revised solid waste rate increase request letter, revising the rate increase to be 6.256%. Note: the "1%" portion of the rate increase was necessary because the Board of Supervisors, during their May 17, 2011 meeting, increased the Operations Fee (formerly Administrative Fee) from 4% to 5%, retroactive to July 1, 2010.

The following is extracted from the 5-26-2011 Minutes of the Plumas County Integrated Waste Management Task Force:

"5. CONSIDERATION OF THE SOLID WASTE RATE INCREASE REQUEST OF INTERMOUNTAIN DISPOSAL, INC.

There is general discussion on the 6.256% increase requested by Intermountain Disposal. Ricky Ross, IMD, discusses a plan using the Producer Price Index (PPI) instead of the Plumas County-recommended Rural Refuse Index (RRI). Discussion is held on the original 10.22% rate increase that was later modified to 5.256% after IMD's accountant's considered the previously granted 9% rate increase in November, 2010. The 5.256% rate increase was modified to 6.256% when the Board of Supervisors agreed to the Public Works Department's request for a 1% increase in the Operations (formerly Administrative) fee charged by the County. Ricky Ross ends the discussion with his request of a 6.256% rate increase. Motion is made by Rick Archbold and seconded by Bill Turner with unanimous votes of acceptance to recommend the 6.256% rate increase to the Board of Supervisors."

On June 14, 2011, as revised on July 5, 2011, the Board of Supervisors established a schedule pertaining to hearing and meeting dates pertaining to the consideration of solid waste rate increase request, submitted by InterMountain Disposal, Inc.

Following is the adopted schedule:

August 2, 2011	First Reading of the proposed ordinance to amend Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code), "Fee schedule for collection, transfer, and related services."
August 9, 2011	Second Reading of the proposed ordinance to amend Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code), "Fee schedule for collection, transfer, and related services."
August 9, 2011	Proposition 218 Hearing on the proposed ordinance to amend Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code), "Fee schedule for collection, transfer, and related services."
August 9, 2011	Motion and Vote by the Board of Supervisors on the request for an increase in the solid waste rates, submitted by InterMountain Disposal, Inc.

Attached is a copy of the proposed ordinance, as amended.

There is a 45-day notice requirement in regard to the Public Notice being issued in accordance with Proposition 218. The Public Notice, dated June 21, 2011, was issued by the Department of Public Works. The Prop 218 Public Notice was mailed, USPS First Class Mail, by the franchise contractor to all property owners located within the IMD franchise area. The printing/mailing company of the franchise contractor mailed the Public Notice on June 21, 2011. Therefore, the 45-day requirement per Proposition 218 will be satisfied in accordance with the timetable listed above. A copy of the Public Notice, dated June 21, 2011, is attached.

As of the date of this Agenda request, the First Reading of the proposed ordinance is scheduled for consideration at the August 2, 2011 meeting of the Board of Supervisors.

Public Works staff has also prepared a comparison sheet, depicting the differences in the solid waste rates if 6.26% is adopted by the Board of Supervisors after the Second Reading and the Proposition 218 Hearing; attached is a copy of "Compilation of Fee Schedules Between Franchise Contractors, Including Proposed 6.26% Rate Increase, dated June 21, 2011.

To date, Public Works has not received any correspondence from the public on this matter.

**Recommendations:**

Public Works staff respectfully recommends that:

- The Board of Supervisors conducts the Proposition 218 Hearing on August 9, 2011;
- The Board of Supervisors conducts the Second Reading on the above referenced proposed ordinance on August 9, 2011; and,
- The Board of Supervisors vote to grant a 6.26% rate increase on August 9, 2011 to Franchise Contractor InterMountain Disposal, Inc., with the rate increase to have an effective date of September 8, 2011.

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING ARTICLE 2 OF CHAPTER 10 OF TITLE 6  
OF THE PLUMAS COUNTY CODE**

The Board of Supervisors of the County of Plumas, State of California, **ORDAINS** as follows:

**SECTION 1. Section 6-10.207 is hereby amended to read as follows:**

(a) *General.* For purposes of this section "franchisee" shall refer to a solid waste collector as defined in this chapter. The fees below apply to all franchise areas, except that fees in parentheses, e.g. One and no/100ths (\$1.00) Dollars shall apply to Franchise Area 3 (Intermountain Disposal Inc. franchise area), as defined in the County Solid Waste Management Plan. This fee schedule is operative as of September 7, 2011.

All fees shall be collected by the franchisee on a fair and equitable basis. Any customer required to pay an unfair or unreasonable charge for any service may file a written complaint with the Department setting forth the facts of such alleged overcharge. The Department shall notify the franchisee, investigate the complaint, and determine the appropriate charge. The Department's determination shall be final, unless it is appealed as provided in Section 6-10.406 of this chapter.

(b) *Collection fees.* The base rate for collection shall cover door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) *Residential base rate.* The charge for one can per week shall be a monthly fee of \$18.07 (**\$20.04**), two (2) cans per week shall be a monthly fee of \$25.13 (**\$26.52**); three (3) cans per week shall be a monthly fee of \$32.03 (**\$31.96**); and four (4) cans per week shall be a monthly fee of \$39.14 (**\$37.35**). The monthly charge for a 64-gallon waste-wheeler shall be \$24.71 (**\$29.76**) for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$32.03 (**\$35.21**) for one collection per week.

(2) *Residential large items.* Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$17.70 (**\$19.00**) each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$35.24 (**\$37.87**) each per collection. Each tire shall be charged per collection: \$3.90 (**\$3.94**) [sixteen (16") inches or less]; \$7.53 (**\$8.05**) [more than sixteen (16") inches but less than twenty (20") inches]; \$17.70 (**\$19.00**) [more than twenty (20") inches].

(3) *Residential billing.* Each new residential collection account shall be charged a \$7.53 (**\$8.05**) start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) *Commercial base rate.* A one cubic yard bin shall be charged a monthly fee of \$75.44 (**\$84.55**) for one collection per week; a monthly fee of \$150.66 (**\$169.16**) for two (2) collections per week; a monthly fee of \$226.47 (**\$253.77**) for three (3) collections per week; a monthly fee of \$302.01 (**\$338.26**) for four (4) collections per week; and a monthly fee of \$377.56 (**\$422.87**) for five (5) collections per week. Each additional cubic yard per collection shall be charged \$20.28 (**\$22.70**), including any fraction of a cubic yard such as when waste is heaped above the top of a bin.

Commercial can service shall be charged a monthly fee of \$23.18 (**\$26.12**) for one can collected per week; a monthly fee of \$28.50 (**\$31.96**) for two (2) cans collected per week; a monthly fee of \$33.72 (**\$37.87**) for three (3) cans collected per week; and a monthly fee of \$39.04 (**\$43.44**) for four (4) cans collected per week, and double the above if collection is twice per week. The monthly charge for a sixty-four-gallon waste-wheeler is \$28.50 (**\$33.54**). The monthly charge for a one hundred-gallon waste-wheeler is \$39.04 (**\$39.43**).

(5) *Commercial large items.* The same rates as for residential large items, in subsection (b) (2) above, shall apply.

(6) *Commercial billing.* The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) *Special travel charge for collection.* In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$81.71 (**\$88.20**) per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) *Bin delivery charge.* In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$50.31 (**\$54.27**) shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) *Fees for unloading at transfer sites or landfills.* The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling, and ultimate disposal activities.

(1) *Minimum fee.* The minimum fee for unloading shall be \$7.53 (**\$8.86**) for the equivalent of two (2) cans or standard containers; \$11.96 (**\$13.50**) for the equivalent of three (3) cans; and \$15.70 (**\$17.54**) for the equivalent of four (4) cans.

(2) *Vehicle unloading fee.* When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

- (I) Station wagon: \$16.28 (**\$18.01**);
- (I) Compact pickup truck: \$20.23 (**\$22.41**);
- (III) Compact pickup truck with sideboards: \$25.87 (**\$28.32**);
- (IV) Standard-sized pickup truck: \$24.71 (**\$27.33**);
- (V) Standard-sized pickup truck with sideboards: \$30.92 (**\$33.82**);
- (VI) Larger trucks: \$17.44 (**\$19.69**) per cubic yard maximum.

(3) *Fee for unloading large and restricted items.* Unusually large items increase the time and effort of disposal, and the following charges shall apply:

- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$14.01 (**\$15.29**);
- (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$25.34 (**\$28.32**) maximum;
- (III) Each tire sixteen (16") inches or less: \$3.11 (**\$3.36**);  
Each tire seventeen (17") inches to twenty (20") inches: \$6.27 (**\$6.72**);  
Each tire more than twenty (20") inches: \$13.91 (**\$14.82**);
- (IV) Tree stumps shall be unloaded only at landfills, not transfer sites.  
Each stump twelve (12") inches or less: \$20.23 (**\$21.77**);  
Each stump thirteen (13") to twenty-four (24") inches: \$40.51 (**\$43.78**);  
Each stump more than twenty-four (24") inches: \$60.74 (**\$65.67**);
- (V) Cathode ray tubes and televisions shall only be accepted at transfer stations.  
Each cathode ray tube (computer monitor) and television: \$3.32 (**\$3.64**);
- (VI) Other large items not included in this section shall be charged pursuant to subsection (f) of this section.

(4) *Compacted loads.* Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$81.50 (**\$81.43**) per ton.

(5) *Prohibited items.* None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(f) *Fee for extra services.* Services for which no fee is specified in this chapter shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer, subject to being fair and equitable as provided in subsection (a) of this section.

**SECTION 2.** Effective Date; Publication; Codification.

This ordinance shall become effective 30 days after its date of final adoption. It shall be published in all newspapers of general circulation in Plumas County published by the Feather River Publishing Company within 15 days of final adoption. Section 1 of this Ordinance shall be codified, and the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 2<sup>nd</sup> day of August, 2011, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 9<sup>th</sup> day of August, 2011, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

Chair, Board of Supervisors

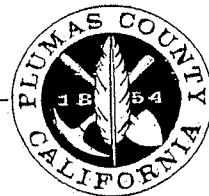
Attest:

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Clerk of the Board of Supervisors

# DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN, QUINCY CA 95971 PHONE (530) 283-6268 FAX (530) 283-6323



ROBERT A. PERREAULT Jr.  
DIRECTOR

MARTIN BYRNE  
ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

June 21, 2011

## PUBLIC NOTICE

### PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE

An ordinance to amend "Sec. 6-10.207. Fee schedule for collection, transfer, and related services" of the County Code (i.e., Section 6-10.207 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code) is being proposed.

If adopted, the ordinance will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees within Solid Waste Franchise Area 3 by six and twenty-six hundredths percent (6.26%). The affected area is the area that is presently serviced by InterMountain Disposal, Inc., not including the service area of the City of Portola.

A copy of the entire proposed revised fee schedule is available for view, during normal business hours, at the following locations:

Plumas County, Department of Public Works (1834 East Main Street, Quincy, California)  
Plumas County Courthouse, Clerk of the Board (520 Main Street, Room 309, Quincy, California)

The Plumas County Board of Supervisors is scheduled to:

1. Perform the First Reading of the proposed rate increase ordinance and conduct a Public Hearing on the proposed rate increase ordinance during its meeting scheduled for Tuesday, August 2, 2011 in the Board of Supervisors Room 308 at 520 Main Street, Quincy, California. The First Reading and the Public Hearing are scheduled to begin at 1:30 PM.
2. Conduct a Proposition 218 Public Hearing on the proposed rate increase ordinance and consider adoption of the rate increase ordinance during its meeting scheduled for Tuesday, August 9, 2011 in the Board of Supervisors Room 308 at 520 Main Street, Quincy, California. The Proposition 218 Public Hearing and the consideration of adoption of the rate increase ordinance are scheduled to begin at 1:30 PM.

If adopted on August 9, 2011, the effective date of the revised ordinance will be September 8, 2011.

The ordinance is subject to the requirements of California Constitution, Article 13D, Section 6.

A handwritten signature in black ink that reads "Robert A. Perreault Jr." followed by a stylized, cursive "Jr.".

Robert A. Perreault, Jr.  
Director of Public Works  
Plumas County

**Compilation of Fee Schedules Between  
Franchise Contractors,  
including Proposed 6.26% Rate Increase**

**Prepared by Department of Public Works**

**June 21, 2011**

Collection Fee Categories (see County Code Section 6-10.207)	Existing Rate for Feather River Disposal	Existing Rate for InterMountain Disposal	Existing Rate plus 6.26% Increase for InterMountain Disposal
(b)(1) Residential Base Rate:			
1 can per week	\$18.07	\$18.86	\$20.04
2 cans per week	\$25.13	\$24.96	\$26.52
3 cans per week	\$32.03	\$30.08	\$31.96
4 cans per week	\$39.14	\$35.15	\$37.35
64-gal waste-wheeler	\$24.71	\$28.01	\$29.76
100-gal waste-wheeler	\$32.03	\$33.14	\$35.21
(b)(2) Residential Large Items			
Washer, dryer, refrig, single mattress	\$17.70	\$17.88	\$19.00
Deep Freezer, double mattress	\$35.24	\$35.64	\$37.87
16" Tire	\$3.90	\$3.71	\$3.94
+16" Tire	\$7.53	\$7.58	\$8.05
+20" Tire	\$17.70	\$17.88	\$19.00
(b)(3) Residential Billing			
Start up fee	\$7.53	\$7.58	\$8.05
(b)(4) Commercial base rate			
1 cubic yard (one collection per week)	\$75.44	\$79.57	\$84.55
1 cubic yard (2 collections per week)	\$150.66	\$159.19	\$169.16
1 cubic yard (3 collections per week)	\$226.47	\$238.82	\$253.77
1 cubic yard (4 collections per week)	\$302.01	\$318.33	\$338.26
1 cubic yard (5 collections per week)	\$377.56	\$397.96	\$422.87
Each additional cubic yard per collection – (includes over heaped bin)	\$20.28	\$21.36	\$22.70
(b)(4) cont. Commercial can service rate			
1 can per week	\$23.18	\$24.58	\$26.12
2 can per week	\$28.50	\$30.08	\$31.96
3 can per week	\$33.72	\$35.64	\$37.87
4 can per week	\$39.04	\$40.88	\$43.44
Double rate if collection is twice per week			

64-gallon waste-wheeler	\$28.50	\$31.56	\$33.54
100-gallon waste-wheeler	\$39.04	\$37.11	\$39.43
(b)(c) <b>Special travel charge for collection rate</b>			
Not to exceed per hour	\$81.70	\$83.00	\$88.20
(b)(d) <b>Bid delivery charge</b>			
Each bin delivery fee	\$50.31	\$51.07	\$54.27
(b)(e) <b>Fees for unloading at transfer site or landfills (see following fees):</b>			
(b)(e)(1) <i>Minimum fee for:</i> equivalent of 2 cans or standard containers	\$7.53	\$8.34	\$8.86
Equivalent of 3 cans	\$11.96	\$12.70	\$13.50
Equivalent of 4 cans	\$15.70	\$16.51	\$17.54
(b)(e)(2) <i>Vehicle Unloading:</i>			
Station wagon	\$16.28	\$16.95	\$18.01
Compact pickup truck	\$20.23	\$21.09	\$22.41
Compact pickup truck with sideboards	\$25.87	\$26.65	\$28.32
Standard-sized pickup truck	\$24.71	\$25.72	\$27.33
Standard-sized pickup truck with sideboards	\$30.92	\$31.83	\$33.82
Larger trucks (per cubic yard maximum)	\$17.44	\$18.53	\$19.69
(b)(3) <i>Fee for unloading large and restricted items:</i>			
Washer, dryer, standard refrig., single-bed mattress, or similar-sized object	\$14.01	\$14.39	\$15.29
Standard-size deep freezer, double-bed mattress, or similar-sized object	\$25.34	\$26.65	\$28.32
Each Tire: 16" or less	\$3.11	\$3.16	\$3.36
17" to 20" Tire	\$6.27	\$6.32	\$6.72
+20" Tire	\$13.91	\$13.95	\$14.82
<i>Tree stumps (at landfills only-not at transfer sites):</i>			
Each stump 12" or less	\$20.23	\$20.49	\$21.77
13" to 24" stump	\$40.51	\$41.20	\$43.78
+24" stump	\$60.74	\$61.80	\$65.67
Cathode ray tubes (computer monitors) & televisions (accepted at transfer stations only)	\$3.32 (each)	\$3.43 (each)	\$3.64 (each)
(b)(4) <i>Compacted loads (weighs truck before and after tipping)</i>	\$81.50 (per ton)	\$76.63 (per ton)	\$81.43 (per ton)