



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR MEETING OF JULY 17, 2012 TO BE HELD AT 10:00 A.M. IN THE  
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

**[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. 10:10 BOARD OF SUPERVISORS

- A. Discussion and possible action to determine a "title" for November 06, 2012 ballot measures (Transient Occupancy Tax; and Transactions and Use Tax); and discussion and possible action regarding content of ballot argument
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

### 2. 10:45 DEPARTMENTAL MATTERS

- A. SHERIFF – Greg Hagwood
  - 1) Presentation of partnership between the Plumas County Sheriff and Alliance for Workforce Development, Inc.
  - 2) Adopt **RESOLUTION** to amend the Plumas County Position Allocation for Budget Year 2012-2013 to include 1.0 FTE Corrections Officer I/II within the Department of Sheriff SB 678 – Department 70388. **Roll call vote**
  - 3) Approve and authorize the Chair to sign Agreement for Booking and Jail Services between Plumas County Sheriff and Sierra County Sheriff. Approved as to form by County Counsel
- B. PLANNING – Randy Wilson
  - Adopt an **ORDINANCE** first introduced on July 10, 2012, Rezoning Certain Real Property to add Farm Animal Combining Zone (F) for Norman and Barbara Holmes, Sierra Valley. **Roll call vote**
- C. RISK MANAGEMENT – Patrick Bonnett
  - Introduction to Trindel Insurance Fund

### **3. 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. SHERIFF**

Approve and authorize the Chair to sign Agreement of \$75,000 between the City of Portola and County of Plumas for Law Enforcement Services. Approved as to form by County Counsel

#### **B. MENTAL HEALTH**

- 1) Approve Amendment No. 4 to Agreement with St. Helena Hospital for FY 2011-2012 and FY 2012-2013 and authorize the Interim Director of Mental Health to sign. Approved as to form by County Counsel
- 2) Approve Amendment No. 2 to Agreement with North Valley Behavioral Health for FY 2011-2012 for an increase in bed day usage and total annual contract value of \$50,000 and authorize the Interim Director of Mental Health to sign. Approved as to form by County Counsel

#### **C. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign Cooperative Agreement between Feather River College and Public Health to provide various health care services to students attending Feather River College. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign service agreement related to HIV Care Program activities for FY 2012-2013 (Great Northern Corporation - \$60,767; Lassen County Alcohol & Drug - \$20,856). Approved as to form by County Counsel

#### **D. FACILITY SERVICES**

Approve and authorize the Chair to sign Contract Addendum No. 2 with Awesome Lausen Janitorial Service, and Bob's Janitorial Service. Approved as to form by County Counsel

#### **E. COUNTY COUNSEL**

Approve and authorize the Chair to sign Modification of Agreement for EMS Services between Northern California EMS (Nor Cal EMS), Inc. and County of Plumas

### **4. 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)**

#### **ADJOURNMENT**

Adjourn to Tuesday, July 31, 2012 for a Special Meeting, Board of Supervisors Room 308, Courthouse, Quincy, California.



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

*2A.1.*

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

## Memorandum

**Date:** 6/28/2012

**To:** Honorable Board Of Supervisors

**From:** Sheriff Greg Hagwood

A handwritten signature in black ink, appearing to be "G. Hagwood", written over the printed name.

**Re:** Agenda Item for the meeting of July 17, 2012

Presentation of partnership between the Plumas County Sheriff's Office and the Alliance Workforce Development Inc.

This partnership between the Plumas County Sheriff's Office and the Alliance for Workforce Development Inc. was created to provide an additional funding stream, in which, to obtain training for additional correctional officers at the Plumas County Correctional Facility. Alliance for Workforce Development Inc. will provide ½ of the salaries of the 5 newest Correctional Officers, up \$7000.00 per officer, at the Plumas County Jail Facility.




# Office of the Sheriff

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

*JAJ*

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** June 27, 2012  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of July 17, 2012

**It is recommended that the Board:**

Adopt Resolution to increase the Personnel Allocation in Department 70388 from 0 to (1) FTE.

**Background and Discussion:**

With the implementation of AB 109; and in an attempt to satisfy the Federal Consent Decree and Corrections Standards Authority minimum staffing recommendations the need for additional Corrections Officers at the Plumas County Jail Facility is imperative.

The Plumas County Sheriff's Office and the Plumas County Probation Office have entered into an agreement that will fund one additional Corrections Officer through SB 678. This position will be contingent to SB 678 funding. The Board's consideration and approval of this request is appreciated.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION FOR  
BUDGET YEAR 2012-2013 TO INCLUDE 1.0 FTE CORRECTIONS OFFICER I OR II  
WITHIN THE DEPARTMENT OF SHERIFF SB 678**

**WHEREAS**, the Board of Supervisors, through adoption of the budget, allocates positions for the various county departments each fiscal year; and

**WHEREAS**, during the fiscal year the Board of Supervisors may amend the position allocation by resolution; and

**WHEREAS**, it has been requested by the Sheriff due to the shifting of the responsibilities to the County for incarceration and supervision of a broad range of felons to increase staffing by 1.0 FTE Corrections Officer within a new department established for SB 678; and

**WHEREAS**, due to the influx of offenders and the possible result of overcrowding in the jail, the use of electronic monitoring, work and educational programs for sentence inmates as well as home arrest programs will need to be developed and staffed appropriately; and

**WHEREAS**, this position will be monitoring offender's participation and progress in these programs; assisting Probation Department with its monitoring; working with patrol ; and

**WHEREAS**, the Plumas County Probation Department has developed a 2012-2013 Implementation Plan allocating funding for an additional Corrections Officer position; and

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

1. Approve the amendment to the Position Allocation for budget year 2012-2013 to reflect the following:

<u>JAIL Fund 0017G – SB 678 Dept.# 70388</u>	<u>FROM</u>	<u>TO</u>
Corrections Officer I or II	.00	1.0

2. This position is contingent on the funding stream from SB678 and the approval of the Plumas County Probation Department.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 17th day of July 2012 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors




# Office of the Sheriff

7A3

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** July 2, 2012  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of July 17, 2012

**It is recommended that the Board:**

Approve and authorize the Chair of the Board of Supervisors to sign the Agreement for Booking and Jail Services contract between Plumas County and Sierra County Sheriffs' Offices.

**Background and Discussion:**

With ever shrinking budgets and the need for a new Correctional Facility the Plumas County Sheriff's Office and the Sierra County Sheriff's Office requests permission to enter into an agreement in which Sierra County inmates would be housed in the Plumas County Jail Facility.

This Agreement, contingent to available space, would allow Sierra county inmates to be housed in the Plumas County Correctional Facility at current state inmate housing reimbursement rates. If Sierra County inmates were housed at the Plumas County Correctional Facility, the reimbursement rate is such the need for additional funding for the Correctional Facility may be offset.

The Agreement would also show that Plumas County Correctional Facility is also a Regional Correctional Facility. With Regional Correctional Facility status, this may be advantageous in applying for jail construction grants in the future.

## AGREEMENT FOR BOOKING AND JAIL SERVICES

This Agreement is between the County of Sierra and the County of Plumas. This Agreement will become effective on \_\_\_\_\_, 2012 and expire or terminate as provided by its terms.

WHEREAS, Plumas County operates a jail facility located in Quincy, California.

WHEREAS, Sierra County desires to obtain booking and jail services from Plumas County.

WHEREAS, Plumas County, for compensation, wishes to provide booking and jail services to Sierra County for persons arrested by the Sierra County Sheriff's Office or other agencies within Sierra County's jurisdiction.

NOW THEREFORE BE IT RESOLVED BY AND BETWEEN THE PARTIES that in consideration of the mutual covenants and obligations in this Agreement, the parties agree as follows:

### **1. Plumas County Booking and Jail Services**

Plumas County agrees to provide Sierra County with certain booking and jail services (collectively "Services"). Those Services include the booking, and housing of persons arrested in Sierra County by the Sierra County Sheriff's Office, or other agencies within Sierra County's jurisdiction, and the booking and housing of persons sentenced to jail in Sierra County (collectively referred to herein as "Arrestees.") Services will only be provided for Arrestees referred to Plumas County by Sierra County. Plumas County however, may in its sole discretion, decline to accept for booking or housing any Arrestee for any reason, including, but not limited to, an insufficient number of inmate bed vacancies.

- (a) **Booking.** Booking services shall include a check for holds and warrants. Arrestees shall be subject to this check at reception and release from the jail. Plumas County will also photograph each Arrestee and provide a copy of the photograph to Sierra County. Plumas County agrees to provide Sierra County with access to all files maintained for Arrestees and to provide a copy of such files upon request.
- (b) **Housing.** Plumas County will house Arrestees in its Quincy jail facility. Arrestees will be housed in compliance with applicable law and regulations and in the same manner as Plumas County inmates. Any Arrestee that is placed on home detention will be referred back to Sierra County.
- (c) **Medical Clearance and Treatment.** Plumas County will provide all



required routine and emergency medical care to Arrestees housed in its jail facility, including pre-incarceration medical clearance, in the same manner as provided to Plumas County inmates, regardless of cost except as provided for below. Routine medical care shall be defined as that medical care capable of being provided by Plumas County jail personnel, or pursuant to flat-rate contracts between Plumas County and medical providers. Any medical condition that requires immediate outside medical treatment, prior to booking and housing by Plumas County, shall be paid for and provided by the arresting agency.

Any Arrestee, prior to booking and housing, that is deemed by Plumas County in its discretion to have a serious medical condition, shall be transported immediately for medical clearance to the nearest medical facility. All costs associated with a medical clearance provided by anyone other than Plumas County shall be paid for by the arresting agency.

Any medical care, other than routine and emergency medical care as described above, for Arrestees housed in the Quincy jail facility shall be paid for by Sierra County. Sierra County will be notified of any such instances immediately in order to evaluate custody status.

- (d) **Records.** Sierra County will have access to any Arrestee records or telephone recordings, maintained by Plumas County. Plumas County will notify Sierra County of any Arrestee bookings and releases as they occur and send a facsimile of related documentation to Sierra County at those times.

Plumas County shall maintain at all times complete records with regard to the Services performed under this Agreement. Sierra County shall have the right to inspect those records at any reasonable time and obtain copies of those records to the extent they concern Arrestees. Sierra County shall pay the reasonable cost of duplication for copies of any records it requests.

- (e) **Transportation.** Transportation of Arrestees from Sierra County to the Quincy jail facility shall be the responsibility of the arresting agency, and at the arresting agency's sole expense. Except where this Agreement expressly states that such transportation is to be the responsibility of Plumas County, all transportation of Arrestees from the Quincy jail facility to a site outside Plumas County (including, but not limited to, court appearances in Sierra County) shall be the responsibility of the arresting agency, and at the arresting agency's sole expense.

## 2. Arrestees Excluded From Booking and Housing

Plumas County, in its sole discretion, may decline to house or book any Arrestee for any reason, including, but not limited to, an insufficient number of inmate bed vacancies. In any case however, Plumas County will not house or book any of the following categories of Arrestees:

- (a) Any person under the age of 18 years;
- (b) Any person taken into custody under Section 5150 of the Health and Safety Code; and
- (c) Any persons needing immediate medical treatment.

## 3. Term and Termination

This Agreement has a term of five (5) years from its effective date, unless terminated earlier as provided for in this Agreement.

- (a) **Renewal.** This Agreement, if not terminated earlier, may be renewed, under its same terms and conditions, by written agreement of the parties to be executed no later than May 1 of the year in which the Agreement is scheduled to expire.
- (b) **Termination for Breach.** Plumas County shall be entitled to immediately terminate this Agreement at any time, with or without notice, in the event that Sierra County breaches any of its obligations under this Agreement.
- (c) **Termination Without Cause.** Either party shall have the right to terminate this Agreement without cause by giving the other party sixty (60) days' advance written notice of same.
- (d) **Effect of Termination on Existing Inmates.** Any Arrestee residing in the Quincy jail facility at the time of termination shall be returned to the custody of the arresting agency, at the expense of the arresting agency, unless an alternative arrangement is agreed upon in writing between Sierra County and Plumas County.

## 4. Staffing Levels

The parties expressly acknowledge and agree that Plumas County is not under any obligation to increase staffing levels and does not guarantee any minimum staffing level in order to provide the Services. Plumas County, in its sole discretion, shall employ and assign staff at its jail facility to provide the Services.

**5. Compensation**

Sierra County agrees to pay Plumas County the California state inmate housing reimbursement rate, for each inmate Sierra County refers to Plumas County for Jail and Booking Services, at the then current rate in effect. Sierra County also agrees to pay Plumas County the cost of high speed internet for Arrestees who video conference with the Sierra County Superior Court for court appearances. Plumas County shall invoice Sierra County for Services and costs under this agreement on a quarterly basis. Sierra County shall pay Plumas County for invoiced Services and costs within sixty (60) days from the issuance of the invoice.

**6. Indemnification**

Sierra County shall defend, indemnify and hold harmless Plumas County, its officers, officials, employees, agents and volunteers, from any liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Sierra County, its agents or employees.

Plumas County shall defend, indemnify and hold harmless Sierra County, its officers, officials, employees, agents and volunteers, from any liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Plumas County, its agents or employees.

**7. Independent Contractor**

In providing the Services under this Agreement, Plumas County, its agents and employees, shall act in an independent capacity and as an independent contractor and not as agents or employees of Sierra County.

**8. Insurance**

Plumas County shall provide Sierra County with Certificates of Insurance providing thirty (30) days' notice to Sierra County of any cancellation or change in coverage. Additionally, the Certificates will show that Plumas County has the following minimum insurance coverage in place during the term of this Agreement:

(a) Worker's Compensation and Employers Liability Coverage:

Worker's Compensation insurance shall be provided as required by an applicable law or regulation.

(b) General Liability Coverage:

Plumas County shall maintain general liability coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

(c) Automobile Liability Coverage:

Plumas County shall maintain automobile liability coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence.

**9. No Obligations to Third Party**

Nothing in this Agreement is intended to nor shall it create any right in any person, firm, corporation or entity, who is not a party to this Agreement. Furthermore, nothing in this Agreement is intended to expand the duties or obligations of Plumas County or Sierra County to any third party.

**10. Entire Agreement and Modification**

This Agreement is the entire agreement of the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. It may only be modified or amended by written agreement executed by Plumas County and Sierra County.

**11. Severability**

If any portion of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be enforced.

**12. Waiver**

The waiver, by either party to this Agreement, of any of its terms, obligations, conditions, or incidents of breach, shall not act as a subsequent waiver of any provision of this Agreement, or as a waiver of any other default, breach, condition, remedy or condition precedent or any other right under this Agreement.

**13. Notices**

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to Sierra County:

Sierra County Sheriff  
100 Courthouse Square  
PO Box 66  
Downieville, Ca. 95936

If to Plumas County:

Plumas County Sheriff  
1400 E. Main Street  
Quincy, CA 95971

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

**COUNTY OF PLUMAS**

Date:

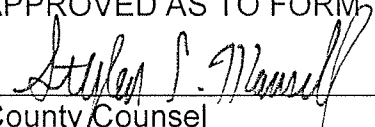
\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Plumas County Sheriff

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk of the Board of Supervisors

 7/3/12  
\_\_\_\_\_  
County Counsel  
County of Plumas

**COUNTY OF SIERRA**

Date:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Sierra County Sheriff

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
County Counsel  
County of Sierra

JB

ORDINANCE NO. 2012-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
REZONING CERTAIN REAL PROPERTY TO ADD THE FARM ANIMAL COMBINING ZONE (F)

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

**Section 1. Creation of Zone.**

The following real property, as depicted in Exhibit "A", is hereby rezoned to add the Farm Animal Combining Zone (F) as the terms are described in the Plumas County Code, retaining the Single Family Residential (2-R) zone as it currently exists.

The real property herein described is located at 76580 Aspen Drive, Portola, Plumas County, CA; more particularly described as Assessor's Parcel Number 125-080-041; T23N/R14E/Section 30, MDM.

**Section 2. Zoning Plan Maps.**

The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this ordinance and pursuant to Section 9-2.302 of the Plumas County Code.

**Section 3. Codification.**

No sections of this ordinance shall be codified.

**Section 4. Publication.**

This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Portola Reporter*, a newspaper of general circulation in the County of Plumas.

**Section 5. Effective Date.**

This ordinance shall become effective thirty (30) days from the date of final passage.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 10th day of July, 2012, and passed and adopted on the 17th day of July, 2012 by the following vote:

AYES:	Supervisors:
NOES:	Supervisors:
ABSENT:	Supervisors:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of said Board of Supervisors

## Exhibit "A"

Parcel 4 as shown on the map filed November 28, 1984 in Book 9 of Parcel Maps at Page 18, Records of Plumas County.

Assessor's Parcel Number 125-080-041




GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

3A

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

## Memorandum

**DATE:** July 9, 2012  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Item for the meeting of July 17, 2012

### Recommended Action:

Approve and sign the Agreement for Law Enforcement Services between the City of Portola, the County of Plumas and the Plumas County Sheriff's Office.

### Background and Discussion:

The City of Portola does not maintain its own police department, therefore, the City contracts with the Plumas County Sheriff's Office to provide law enforcement services.

This agreement provides services such as enforcing City codes and ordinances that would not be enforced by the Sheriff's Office without it.

This current agreement is for the period of July 1, 2012-June 30, 2013 and the City has agreed to pay \$75,000 for services as per the agreement.

This agreement has been reviewed by County Counsel and has already been signed by the City of Portola.



**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE CITY OF PORTOLA,  
THE COUNTY OF PLUMAS,  
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

**1. TERM**

1.1 Effective Dates. This Agreement shall be effective for a period of six months from July 1, 2012 through June 30, 2013 unless terminated sooner as provided herein.

1.2 Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than ninety (90) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4 Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than ninety (90) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

**2. SCOPE OF SERVICE**

2.1 Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, municipal police protection within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a city police department under statutes of the State of California. Such services shall

include the following:

2.1.1 Enforcement of State statutes and City codes and ordinances;

2.1.2 Traffic enforcement;

2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;

2.1.4 Parking enforcement and related services;

2.1.5 Work with the City's Community Service Officers ("CSO's") to provide effective and efficient law enforcement services within the City;

2.1.6 Continue to provide for the City, through its Community Service Officer, full access to the information provided by the California Law Enforcement Telecommunications System ("CLETS") to enable the City to lawfully administer and enforce its vehicle abatement regulations and other code enforcement and parking enforcement duties described in the CSO's job description.

2.1.7 In the event the PCSO experiences a shortage of manpower and can't full staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County; and

2.1.8 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Chief shall come through the City Manager.

### **3. REPORTS AND MEETINGS**

3.1 Reports. On a weekly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. This reporting requirement can be fulfilled by participation in the City's weekly staff meetings or meeting personally with the City Manager at the convenience of the Sergeant assigned to the Eastern Plumas County Portola Substation. PCSO will also provide an annual report in January of each year, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other

significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, the Deputy or other PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. PCSO personnel will attend meetings of City's City Council as requested, and weekly City Management meetings, if the personnel are available to do so.

3.4 Grants. The Plumas County Sheriff Department and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

#### **4. SCHEDULING OF ASSIGNED DEPUTY**

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required (except that City may request training pursuant to Section 4.4), maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning the Deputy and/or the performance of services under this Agreement shall be handled and investigated by PCSO. As a Contractor for Law Enforcement Services PCSO shall provide to the City Manager a report and disposition of complaints made concerning any Deputy(s) performing law enforcement activities inside the City limits of Portola. This report shall not be required to contain any information that violates any provisions of the California Police Officer's Bill of Rights. However, because of the contractual relationship the reporting of complaints involving City related law enforcement activities or the personnel involved shall be handled in the same confidential manner between agencies as personnel complaints for each agency are handled and shall not be considered public information.

#### **5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)**

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

## **6. COMPENSATION FOR SERVICES RENDERED**

6.1 Base Payment. City shall pay the County and PCSO the sum of Seventy Five Thousand Dollars (\$75,000) for the services rendered pursuant to this Agreement. This amount shall be paid by City to County and PCSO in two equal payments on July 15, 2012 and January 15, 2013.

### **6.2 Credits.**

6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of law enforcement services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.

6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.

6.2.3 Other Credits. From time to time County may receive revenue related to contract law enforcement operations all of which should be credited against City costs on a pro rata basis or actual basis where applicable. Examples of such credits may include: training reimbursements and grants. Any reimbursement received by County from any non-County funding source for services charged to City under this Agreement will be credited to City, less any County administrative costs directly associated with obtaining or handling the reimbursement.

6.2.4 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease executed concurrently with this Agreement.

## **7. INDEMNIFICATION**

7.1 Indemnification by City. City shall indemnify and hold harmless County, its officers, agents, employees, and independent contractors, from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on County by the provisions of Government Code Section 895.2, and City shall defend at its expense, including attorneys' fees, County, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

7.2 Indemnification by County. County shall indemnify and hold harmless City, its officers, agents, employees, and independent contractors, from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on City by the provisions of Government Code Section 895.2, and County shall defend at its expense, including attorneys' fees, City, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

## **8. SUBROGATION**

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

## **9. RIGHT TO AUDIT RECORDS**

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

## **10. ADMINISTRATION OF COPS AND CLEEP GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS**

City may use California Law Enforcement Equipment Program ("CLEEP"), Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and/or any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of CLEEP, COPS, and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code. In the event that City is unable to use its entire allocation of CLEEP funds, City shall offer the unspent funds to PCSO for use in a manner consistent with the legislative purpose of the CLEEP grant program. The amount of any funds so accepted and used by PCSO shall be credited against City's financial obligations under this Agreement.

## **11. SPECIAL EVENT SERVICES**

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

## **12. INTERNAL POLICIES**

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

## **13. AMENDMENTS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in

the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

#### **14. NOTICES**

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

**County**

Board of Supervisors or  
Chief Administrative Officer  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971

**City**

Leslie Tigan, City Manager  
P.O. Box 1225  
Portola, CA 96122

**PCSO**

Greg Hagwood, Sheriff  
P.O. Box 1106  
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971

#### **15. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

#### **16. ENTIRE AGREEMENT**

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

#### **17. NO OBLIGATIONS TO THIRD PARTIES**

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any

third parties.

## **18. CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

## **19. ADDITIONAL DOCUMENTS AND AGREEMENTS**

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

## **20. ASSIGNMENT/DELEGATION**

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

## **21. DISPUTE RESOLUTION**

### **21.1 Informal Resolution.**

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute ("Informal Resolution"). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, a dispute shall be handled through arbitration, as provided in Section 21.2.

### **21.2 Arbitration.**

The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, unless the Parties mutually agree to a different arbitrator, who shall render a decision in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. The cost of the arbitration shall be borne equally by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.



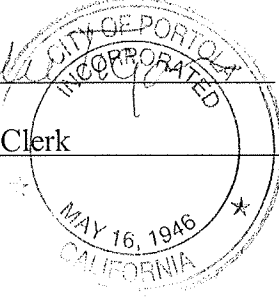
**CITY OF PORTOLA**

By: Jesus Tigo  
Title: City Manager  
Date: 6-13-2012

By: Juliana Mark  
Title: Mayor, City of Portola  
Date: 6/13/12

ATTEST:

By: [Signature]  
Title: City Clerk



Approved as to Form:

By: [Signature]  
Title: City Attorney

**COUNTY OF PLUMAS/PLUMAS  
COUNTY SHERIFF'S OFFICE**

By: [Signature]  
Title: Sheriff  
Date: July 5, 2012

By: \_\_\_\_\_  
Title: Chair of the Board of Supervisors  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: Clerk of the Board

Approved as to Form:

By: Stephen J. Maull, 6/29/12  
Title: County Counsel, Deputy

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

John Sebold, LCSW, Director



DATE: JULY 5, 2012

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PATRICIA LESLIE, INTERIM DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: BOARD AGENDA ITEM FOR JULY 17, 2012, CONSENT AGENDA

RE: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT WITH ST. HELENA HOSPITAL CENTER FOR INPATIENT MENTAL HEALTH SERVICES.

**It is recommended that the Board:** Approve amendment #4 to the contract with St. Helena for fiscal years 2011-12 and 2012-13 authorize the interim director of Mental Health to sign the amendment.

**Background and Discussion:** The St. Helena contract is specifically associated with the provision of inpatient mental health services to clients placed out of county.

**Financial Impact:**

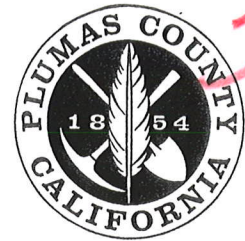
There are no General Fund dollars involved in this contract. The costs associated with these services are covered by a combination of Federal and State funds.

Patricia Leslie, Interim Director of Mental Health is requesting that the Board of Supervisors approve the fourth amendment to the contract and authorize Patricia Leslie, Interim Director of Mental Health, to sign the amendment with St. Helena.

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

**John Sebold, LCSW, Director**



DATE: JULY 6, 2012

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PATRICIA LESLIE, INTERIM DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: BOARD AGENDA ITEM FOR JULY 17, 2012, CONSENT AGENDA

RE: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT WITH NORTH VALLEY BEHAVIORAL HEALTH FOR INPATIENT MENTAL HEALTH SERVICES.

**It is recommended that the Board:** Approve amendment #2 to the contract with North Valley Behavioral Health for fiscal year 2011-12 and authorize the interim director of Mental Health to sign the amendment.

**Background and Discussion:** The North Valley Behavioral Health contract is specifically associated with the provision of inpatient mental health services to clients placed out of county.

**Financial Impact:**

There are no General Fund dollars involved in this contract. The costs associated with these services are covered by a combination of Federal and State funds.

Patricia Leslie, Interim Director of Mental Health is requesting that the Board of Supervisors approve the second amendment to the contract and authorize Patricia Leslie, Interim Director of Mental Health, to sign the amendment with North Valley



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** July 3, 2012

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Agenda Item for July 17, 2012

**Item Description/Recommendation:** Approve Cooperative Agreement #FRC1213COUNTY between Feather River College and Public Health to provide various health care services to students attending Feather River College, and direct the Chair to sign.

**Background Information:** As the Board is aware Plumas County Public Health Agency has provided health services to students at Feather River College for many years. These services include; counseling and health education, assessment and/or referral.

Through this Cooperative Agreement Feather River College will cover the cost of providing these health services to students attending Feather River College. No additional staff is needed to provide these services. The Cooperative Agreement is effective July 1, 2012 through June 30, 2013 and is in the amount of \$25,000.00.

This agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me should you have any questions or need additional information.

Thank you.





# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** July 2, 2012

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Consent Agenda Item for July 17, 2012

**Item Description/Recommendation:** Approve the following service agreements related to HIV Care Program activities for Fiscal Year 2012-2013, and direct the Chair to sign:

RWPARTB1213GNC	Great Northern Corporation	\$60,767.00
RWPARTB1213LADD	Lassen County Alcohol & Drug	\$20,856.00

**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 have been reviewed and approved by the Office of County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me should you have any questions, or need additional information. Thank you.



Joe Wilson  
Director

## DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103



DATE: July 10, 2012

TO: Honorable Board of Supervisors

FROM: Joe Wilson, Director of Facility Services/ Airports *ja*

Subject: Authorize the Chair to execute Custodial Contract Amendments with Awesome Lausen Janitorial, and Bob's Janitorial.

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### Background

Staff has renegotiated the contract price for custodial services with Awesome Lausen Janitorial, and Bob's Janitorial to reflect a \$3000.00 annual savings to the General fund. The levels of service will remain unchanged. Copies of these agreements have been approved by Counsel and are on file with the Clerk of the Board.

### Recommendation

Authorize the Chair to execute the Custodial contract amendments on file with the Clerk of the Board.

3E

MODIFICATION OF AGREEMENT  
FOR EMS SERVICES

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This Agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC., AS THE 'LOCAL EMS AGENCY' FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO", dated July 6, 2010, in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**INTRODUCTION**

Paragraph 4 is deleted and replaced with the following:

WHEREAS, COUNTY desires to contract with CORPORATION for CORPORATION to administer local emergency medical services as specified in this MODIFICATION and as specified in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC., AS THE LOCAL EMS AGENCY" dated July 6, 2010.

**ARTICLE I. GENERAL**

Section 1.3 is deleted in its entirety and replaced with the following new Section 1.3:

Section 1.3 COUNTY designates CORPORATION as its local EMS agency and delegates all California Health and Safety Code Division 2.5 functions pertaining to Local EMS Agency functions to CORPORATION and CORPORATION shall act as the Local EMS Agency as to each function.

Section 1.9 is deleted in its entirety and replaced with the following new Section 1.9:

Section 1.9 Prior to establishing ambulance exclusive operating areas through the grandfathering procedure or through a competitive process, COUNTY AND CORPORATION will confer on the logistics, advantages and costs of the process and CORPORATION will not proceed without authorization from COUNTY and mutual agreement from both COUNTY AND CORPORATION to do so.

Section 1.10 is deleted in its entirety.

Section 1.11 is re-numbered as Section 1.10.

**ARTICLE II. MEDICAL CONTROL AND ARTICLE IV. CERTIFICATION  
AND TRAINING AND ARTICLE V. TRIAGE AND TRANSFER**

All references to EMT II are replaced by AEMT (Advanced Emergency Medical Technician) in Sections 2.9, 4.1, 4.4 and 5.3.

**ARTICLE VII. TERM AND INSURANCE**

Section 7.1 is deleted in its entirety and replaced with the following new Section 7.1:

Section 7.1 The term of this agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013, provided however, that if any proceedings are pending pursuant to section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE 'LOCAL EMS AGENCY' FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERTO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this \_\_\_\_ day of \_\_\_\_, 2012.

COUNTY OF PLUMAS

\_\_\_\_\_  
ROBERT MEACHER  
Chair, Board of Supervisors

NORTHERN CALIFORNIA EMS, INC.

\_\_\_\_\_  
Dan Spiess  
Chief Executive Officer



APPROVED AS TO FORM

ATTEST:

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R. Craig Settlemyre  
Plumas County Counsel

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Nancy DaForno  
Clerk of the Board

[\\Hmx\012041s\1 coco shared\Contracts\Nor Cal EMS COUNTY CONTRACT MODIFICATION DRAFT 2012-2.doc]