

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF MARCH 04, 2014 TO BE HELD AT 11:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**10:00 – 11:00 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

11:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**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.

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Brief announcements by, or brief reports on their activities by County Department Heads

### **ACTION AGENDA**

#### **Convene as the Flood Control & Water Conservation District Governing Board**

##### **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

##### **1. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault**

Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

##### **Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Grizzly Ranch Community Services District Governing Board**

##### **2. GRIZZLY RANCH CSD – Robert Perreault**

Approve supplemental budget transfer of \$8,000 for reimbursement to the Plumas County Engineering department for administrative assistance. Discussion and possible action

##### **Adjourn as the Grizzly Ranch Community Services District Governing Board and reconvene as the Board of Supervisors**

##### **3. FEATHER RIVER COLLEGE – Amy Schulz**

Presentation of *Business Plan Competition* to be held on March 28, 2014 at Grizzly Creek Ranch in Portola

##### **4. FISH & GAME ADVISORY COMMISSION – Dave Valle**

Authorize the Fish & Game Advisory Commission, California Department of Fish & Wildlife and County Counsel to work together to strengthen Plumas County Ordinance 85-621 to deal with current and future bear conflicts. Discussion and possible action

## 5. **DEPARTMENTAL MATTERS**

### A. **SHERIFF** – Greg Hagwood

1. Approve supplemental budget of \$9,999 for the Every 15 Minutes programs to be held at Portola High School. Discussion and possible action
2. Approve budget transfer for the Jail of \$20,000 from Regular Wages (51000) to Other Wages (51020). Discussion and possible action
3. Approve supplemental budget of \$20,500 for Department 70362 – AB109 budget. Discussion and possible action. **Four/fifths required roll call vote**

### B. **PLUMAS COUNTY LITERACY** – Lynn Sheehy

Approve budget transfer of \$8,000 to cover Other Wages for the Plumas County Literacy program. Discussion and possible action

### C. **ASSESSOR** – Charles Leonhardt

Approve and authorize the Chair to execute Joint Powers Agreement for e-Forms Development Management and Administration between participating California Counties and the California State Board of Equalization. Discussion and possible action. Approved as to form by County Counsel

## 6. **BOARD OF SUPERVISORS**

- Accept letter of resignation from Sharon Reinert, Chief Probation Officer effective March 23, 2014. Discussion and possible action
- Approve and authorize the Chair to execute letter to U.S. Representative Doug LaMalfa regarding drought relief. Discussion and possible action
- Community Development Commission: Approve and authorize the Chair to execute letter to the Department of Housing and Community Development requesting an extension of CDBG Grant (Plumas Rural Services Project) until December 2014. Discussion and possible action
- Correspondence
- Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- Appointments

### **MENTAL HEALTH COMMISSION**

Appoint Tracy Ingle, Nansi Bohne and Heidi Wakefield to the Mental Health Commission as recommended

## 7. **MENTAL HEALTH COMMISSION** – Henry Eisenman

Presentation of Plumas County Mental Health Commission Annual Report for Fiscal Year 2012-2013

## 8. **LASSEN VOLCANIC NATIONAL PARK** – Darlene Koontz

Report and update on Lassen Volcanic National Park projects

## 9. **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. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to execute letter to the Department of Transportation for encroachment permits (July 06, 2014-Tri Graeagle Triathlon; July 27, 2014-Graeagle Century; August 31, 2014-Tri Graeagle Triathlon)

### B. **CLERK OF THE BOARD**

Approve Board minutes for February 2014

**C. TREASURER/TAX COLLECTOR**

Adopt **RESOLUTION** of Approval to Sell Tax-Defaulted Property Subject to the Tax Collector's Power to Sell

**D. CLERK/RECORDER**

Adopt **RESOLUTION** approving Agreement between the County of Plumas and the California Secretary of State under the Terms of the Help America Vote Act of 2002 (HAVA) authorizing participation in the VoteCal Project; and authorize the County Elections Official to execute and submit all documents accordingly. Approved as to form by County Counsel

**E. FACILITY SERVICES & AIRPORTS**

Approve and authorize the Chair to execute Lease Agreement between Plumas County and the Indian Valley Riding & Roping Club for use of Rodeo Grounds in Taylorsville. Approved as to form by County Counsel

**F. SHERIFF**

1. Approve and authorize the Chair to execute contract between Plumas County and Dale Harris, DDS of \$25,000 for dental services to Jail inmates. Approved as to form by County Counsel
2. Approve and authorize the Chair to execute contract amendment between Plumas County and RSH, Inc. dba Horton Tire Center increasing the agreement to \$15,000. Approved as to form by County Counsel
3. Approve and authorize the Chair to execute annual amendment to the Cooperative Law Enforcement Agreement between Plumas County and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit B-FY 2014 Controlled Substance Annual Operating and Financial Plan – Plumas and Lassen National Forests of \$13,000. Approved as to form by County Counsel
4. Approve and authorize the Chair to execute contract between Plumas County and Little Norway Marine Service of \$20,000 for service to Sheriff's boats. Approved as to form by County Counsel

**NOON RECESS**

**10. 1:30 P.M. BOARD OF SUPERVISORS**

**CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, March 11, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

# BOARD AGENDA REQUEST FORM

Department: GRIZZLY RANCH CSD

Authorized Signature: *Robert Hansen*  
Board Meeting Date: March 4, 2014  
Request for 5 minutes for presentation  
(If a specific time is needed, please contact  
the Clerk of the Board directly.)

Consent Agenda: Yes  No

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

A: Request Approval for use of Supplemental Revenue

## Review by Necessary Departments:

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

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

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## 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.

## County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

If Not Applicable, please state reason why:

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**The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.**

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT  
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6222 • Fax (530) 283-6135

*Robert A. Perreault, Jr., P.E.*

*County Engineer and Manager, GRCSD*

**AGENDA REQUEST**

For the March 4, 2014 Meeting of the Plumas County Board of Supervisors

February 24, 2014

To: Honorable Governing Board

From: Robert Perreault, Manager, GRCSD

Subject: Request approval for use of Supplemental Revenue



**Background:**

In the budget adopted for FY 2013/14, \$8,000 was budgeted and approved for the Grizzly Ranch CSD to reimburse the Engineering Department for administrative assistance.

Due to new regulations in regards to the statewide general waste discharge requirements for sanitary sewer systems, there has been a need for more assistance from the Engineering staff.

The original budgeted amount has been expended and it is necessary for the Engineering Department staff to continue to provide additional assistance.

The GRCSD has received unanticipated revenue during this fiscal year, which is sufficient to cover the cost of the necessary additional assistance.

**Recommendation:**

It is respectfully requested that the Board authorize an additional \$8,000 be budgeted in 580000/Transfer account for the administration of the CSD.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER  
(Auditor's Use Only)

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF  
SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

**TRANSFER TO OR** **SUPPLEMENTAL EXPENDITURE ACCOUNTS**  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF  
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Administration exceeding budgeted amounts for FY 2013/14; Special Assessments are unanticipated revenue from FY 2012/13

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_

Approved/ Recommended  Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

#### **INSTRUCTIONS:**

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



570 Golden Eagle Avenue, Quincy, California 95971

530-283-0202 • [info@frc.edu](mailto:info@frc.edu) • [www.frc.edu](http://www.frc.edu)

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January 15, 2014

**RE: Exciting Opportunity to Increase Business in Plumas County**

Dear \_\_\_\_\_,

We would like to invite you to join us in developing the next generation of entrepreneurs in our community.

On March 28<sup>th</sup> we are hosting a **Business Plan Competition** at Grizzly Creek Ranch in Portola. Focusing on students aged 14 to 27, the competition will showcase the top business plans selected from over 200 students throughout Plumas Unified School District.

**Top Prize for best business plan is \$1000, plus support to start their new business!**

Feather River College's Entrepreneurship Pathway provides entrepreneurial education to a vital and growing segment of our local population—our youth! Our program includes five new entrepreneurial certificate programs at the college, as well as integrating 40 hours of entrepreneurship curriculum into the Business and Finance class at each PUSD high school. The Entrepreneurship Certificate programs have given aspiring entrepreneurs the tools and confidence to turn their hopes into reality, creating vitality and strength for our local economy.

*Our partnerships with local businesses and community leaders is what makes this unique program such a success. We appreciate your consideration in joining us in this effort via a sponsorship—100% of the donations received will go directly to our young entrepreneurs.*

**What can you do to sponsor our young entrepreneurs?**

We are seeking to raise \$3000 and appreciate whatever you can contribute financially, **no donation is too small!** You might also like to consider becoming a mentor or inviting a student as an intern to your site.

All contributors will have brand exposure on our web-site and in the local paper, as well as the opportunity to be named on the program at the competition. Supporter decals will also be provided, so that you can display your commitment to community growth and help us spread the word about these amazing entrepreneurs.

If you are interested in contributing in any way, please contact us by **31<sup>st</sup> January 2014**.

**To Donate**

All donations are tax-deductible as allowed by law through the Feather River College Foundation (Non Profit 501c). If you would like to make a donation please write ENTREPRENEURSHIP in the memo line and make checks payable to:

Feather River College Foundation  
570 Golden Eagle Avenue  
Quincy, CA 95971  
Attn: Tanya Meyer

We appreciate your consideration and all you do for our community. If you have any ideas or additional ways you would like to collaborate to support young entrepreneurs please contact us as the information below.

In collaboration,



Amy Schulz ♦ Director, Business and Entrepreneurship at Feather River College ♦ [aschulz@frc.edu](mailto:aschulz@frc.edu)  
Tiffiney Lozano ♦ Youth Entrepreneurship Outreach & Coordinator ♦ [tlozano@frc.edu](mailto:tlozano@frc.edu)

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**PLUMAS COUNTY FISH & GAME COMMISSION**  
P.O. Box 89, Quincy, CA 95971

**TO:** Plumas County Board of Supervisors  
**FROM:** Dave Valle, Vice Chair  
**RE:** Proposed Bear Ordinance Revision  
**DATE:** March 4, 2014

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It is hereby requested that the Board of Supervisors authorize the Fish & Game Commission and California Department of Fish & Wildlife to work with County Counsel to strengthen the County Ordinance dealing with current and future bear conflicts.

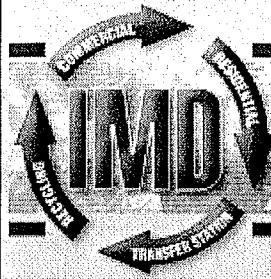
**Background & Discussion:** It has been brought to the attention of the Commission that the incidents of bears getting into residential and commercial trash containers are increasing. This is not only a nuisance, but a risk to public health as well. These incidents will only get worse as the bear population continues to increase, and the bears come out of hibernation especially in drought years. Attached is the current, and probably outdated, Plumas County ordinance (*§ 1, Urgency Ord. 85-621, eff. December 10, 1985*) dealing with trash containers and wildlife. Also, attached are a copy of the ordinance regarding "Wildlife Resistant Refuse Containers" from Placer County along with a flyer distributed by InterMountain Disposal addressing this issue. The Commission and the Department of Fish & Wildlife would like to work with County Counsel to develop an updated trash-container ordinance to protect both the public and wildlife.

Thank you.

Sec. 6-10.104. - Containers.

No owner or occupants shall fail or neglect to provide a sufficient number of standard containers or bins for holding, without leakage or the escape of odors, all solid waste produced or accumulated upon any premises. All solid waste shall be deposited in such containers. Containers shall be at all times kept in useful and sanitary condition. Containers shall at all times be closed against the access of flies, rodents, and other animals. Garbage, rubbish, and garden refuse may be deposited in the same container. Containers shall not exceed thirty-three (33) gallons in volume and shall not exceed forty (40) pounds in weight when filled for removal. Bins may be used in lieu of standard containers. Such bins shall be of a size approved by the Department as being adequate for the particular use or occupancy of the premises using the bins. The owner or occupant of the premises at all times shall keep all bins closed, in good condition, identified as to ownership, emptied on a regular schedule as required by the Department, and in compliance with the weight limitations established by the Department.

(§ 1, Urgency Ord. 85-621, eff. December 10, 1985)



# InterMountain Disposal, Inc.

Solid Waste Management and Recycling

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## *Being Bugged by a Bothersome Bear?*

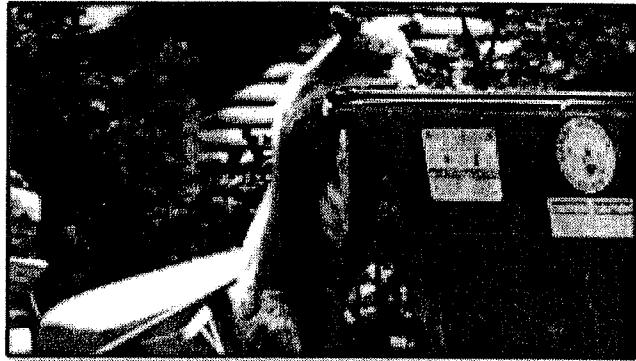
### *Get Educated*

*The first thing a bear thinks about and his prime motivation is FOOD!*

- Bears have a tremendous sense of smell which guides them on their search for food.
- Bears are attracted to residences in the quest for an easy meal.
- Bear problems tend to be temporary. If the bear doesn't find food, he moves on.
- Bear problems need to be addressed on a neighborhood basis. You can do all the right things but, if your neighbors do not the bear will stay around.

*Black bears are generally docile.*

- When given a way to avoid conflict with people, they usually take it.
- Bears are not vindictive and do not "get mad" when garbage or food is removed.



*Black bears are smart.*

- They learn rapidly and know where they have found food in the past. Once they have hit "pay dirt" they may damage property to get the food source again.
- Bears can pry open doors, windows, dumpsters or other structures if they can get their claws or teeth into a crack or opening. Normally they will do this only if they smell food inside or have "been lucky" before. They can easily tear through screens.

*Black bears climb trees when frightened.*

- Treed bears will usually come down if left alone. They may remain in a tree for several days.

### *Government policy*

- There is NO bear relocation program in the state of California.
- The California Department of Fish and Game WILL NOT relocate bears.

*\*\*When a complaint is registered about a problem bear that involves a threat to personal safety, or property damage, a depredation permit is issued. A trap is set and ANY bear that enters the trap is destroyed,\*\**

People who create situations where bears get food, begin a cycle which usually results in death of the bear.

Note: County ordinances throughout the Tahoe Basin require Bear Proof enclosures be installed and used whenever bears have gained access to garbage.

### **Overview:**

[Get Educated](#)

Learn about bears.

[What You Can Do](#)

Be responsible and take action.

[Never Feed Bears](#)

- Pine Sol's oil base evaporates slower and the scent remains

*BEAR League*

- (530) 525-PAWS
- [Click here to visit their web site.](#)



**InterMountain Disposal, Inc.**

*Where things are picking up.*

P.O. Box 1596 • Portola, California 96122-1596

Phone 530-832-4879 Fax 530-832-4934

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# BEAR League Approved

## Bear Resistant Garbage Enclosures

BEAR League - (530) 525-PAWS (7297)

### Tahoe Bear Box Co.

[www.bearbox.org](http://www.bearbox.org)

randy@bearbox.org

Randy Stanaway (530) 546-3154 or (877) 232-7269

### Baker Bin

Dave Baker (530) 587-1374

### Brown Bear

Frank Brown (530) 587-2895

### Brown Bear Box

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

JP Enterprises-Jason Paul (530) 545-1971

Meeks Lumber & Hardware (530) 544-6335

Meeks Building Center - Meyers (530) 577-6335

### No Bear Can

Direct from Manufacturer

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

Don Heldoorn (775) 884-9353 or (530) 318-1136

Scotty's Hardware-South Shore at Y (530) 541-3601

### BearGuard

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

[sales@bearguardinfo.com](mailto:sales@bearguardinfo.com)

Ace Mountain Hardware - Truckee (530) 587-4844

Ace N Shore Hardware-Kings Beach (530) 546-3505

Meeks Building Center - Meyers (530) 577-0550

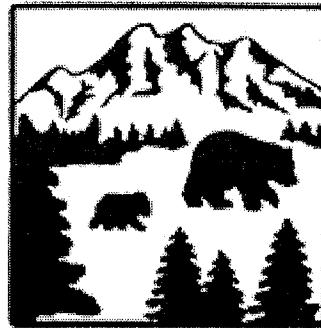
Nel's Tahoe Hardware - South Shore (530) 544-4126

Swigard's Hardware - Tahoe City (530) 583-3738

West Shore Sales, Direct from Mfg (530) 581-2211

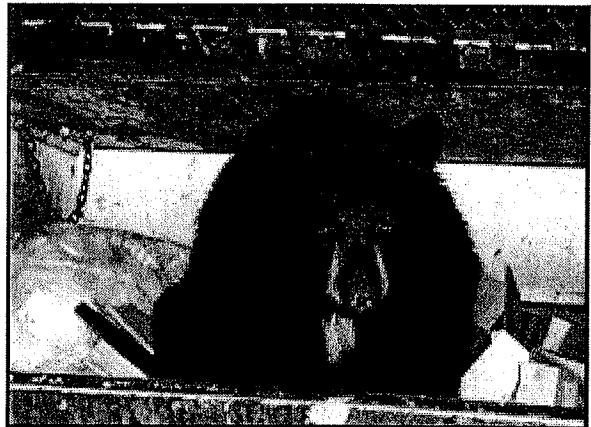
Click for  Printer Friendly list of BEAR League  
approved Bear Resistant Garbage Enclosures

Our Bears Are  
Very Smart!



Please Lock &  
Remove the Key

BEAR League 530 / 525-PAWS (7297)





## BEAR-RESISTANT GARBAGE CAN ENCLOSURES

UPDATED: DECEMBER 5, 2005

### ***Requirements for Integral Enclosure Design***

#### **A. Applicability**

In order to utilize the integral enclosure design option:

1. The residence must be a member of a homeowner's association that provides educational information approved by the Bear League and provides 24-hour personnel for on-call security
2. The garbage collection service must agree to collect the garbage from the alternative proposed location

#### **B. Integration of Pre-Manufactured Products**

1. Environmental Health may approve integration of pre-manufactured enclosures into a parcel's garage or carport, provided the enclosures are:
  - a. Found on the List of Approved Bear-Resistant Garbage Can Enclosures
  - b. Clad in stone or metal to resist damage by bears
  - c. Located to maximize separation between the enclosure and the living, especially food preparation, area of the residence. If Environmental Health determines that the distance between the integrated enclosure and food-preparation areas of the home is not sufficient, an unattached bear-resistant garbage can enclosure may be required to create a greater distance of separation (outside of road right-of-ways, snow storage easements, and setback areas).
2. Environmental Health may approve integration of pre-manufactured enclosures into a parcel's landscaping, provided the enclosures are:
  - a. Found on the List of Approved Bear-Resistant Garbage Can Enclosures
  - b. Located a minimum of 50 feet from the residence or, if not permitted by parcel constraints to achieve the 50 foot separation, located so as to maximize separation between enclosure and the living, especially food preparation, area of the residence

#### **C. Architecturally Integrated Garbage Rooms**

1. Environmental Health may approve architecturally integrated garbage rooms provided the enclosures:
  - a. Are clad in stone, cement, metal, or other material that resists damage from attempts by bears to gain entry
  - b. Do not contain windows
  - c. Utilize metal doors and frames with year-round door knobs, and a secondary latch
  - d. Are finished inside with sheetrock, inside weather-stripping, and a painted finish
  - e. Built on a concrete slab
  - f. Are located to maximize separation between the enclosure and the living, especially food preparation, area of the residence. If Environmental Health determines that the distance between the integrated enclosure and food-preparation areas of the home is not sufficient, an unattached bear-resistant garbage can enclosure may be required to create a greater distance of separation (outside of road right-of-ways, snow storage easements, and setback areas).
2. When architecturally integrated garbage rooms are utilized, garbage will be stored within the structure in sturdy, airtight containers with tight fitting lids



## BEAR-RESISTANT GARBAGE CAN ENCLOSURES

UPDATED: JULY 11, 2013

### ***List of Approved Enclosures***

#### **⦿ Baker Bins™**

Formerly known as Baycon  
Dave Baker, Baker Bins, 530-587-1374  
Post Office Box 9290, Truckee, CA 96162  
Bakerbin.com

#### **⦿ JP Enterprises**

Jason Paul, (530) 545-1971  
South Lake Tahoe  
Brownbearbox.com

#### **⦿ Bear Guard™**

Lee Van, Bear Guard, 530-581-2211  
Post Office Box 89, Tahoe City, CA 96145  
www.bearguardinfo.com

#### **⦿ Brown Bear™**

Frank Brown, 530-587-2895  
11672 Deerfield Drive, Truckee, CA 96161  
www.brownbearhomecare.com

#### **⦿ Tahoe Bear Box Company™**

Bear Saver (see models RC E 230;RC E 130)  
Randy Stanaway, Tahoe Bear Box Company, 530-546-3154  
P.O. Box 1345, Carnelian Bay, CA 96140  
www.bearbox.org

#### **⦿ Tahoe-Donner Garbage Safe™**

Raymond Ghio, GP Fabrication, 209-464-4614  
4283 N. Wilson Way, Suite 27, Stockton, CA 95205

#### **⦿ Carson Valley Welding**

No Bear Can  
Donald Heldorn, 775-884-9353  
1046 Mallory Way, Carson City, NV 89701  
www.nobearcan.com

#### **⦿ TTSD Dumpster w/ Counter-Balance Lid**

Bill Carollo, Tahoe Truckee Sierra Disposal, 530-583-7800  
Approval of this enclosure requires that the dumpster units and lids be properly installed and operated.

#### **⦿ Integral Enclosure Design Option**

See requirements on back side of this handout.

Inclusion in the list assumes that the enclosures will be installed in accordance with the requirements of other regulatory agencies, such as those of Placer County Department of Public Works and the Tahoe Regional Planning Agency. It is further understood that any enclosures may be removed from the list if found to be inadequate.

For more information about the bear-resistant enclosure requirement or for information about how to add a new unit to the list of approved enclosures, contact the Tahoe Environmental Health office at (530) 581-6240.



# Office of the Sheriff *5A1*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** February 4, 2014

**TO:** Honorable Board of Supervisors

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

**RE:** Agenda Items for the meeting of February 18, 2014

**It is recommended that the Board:**

Approve supplemental budget request in the amount of \$9,999.00 for the Every 15 Minutes program to be held at Portola High School.

**Background and Discussion:**

A \$9,999.00 supplemental budget is requested for each of the grant awards received by the Sheriff's Office to implement the Every 15 Minutes program. Expenditures for this program will be offset by revenue from the California Highway Patrol.

The Every 15 Minutes program is a two day event involving high school juniors and seniors that challenges them to think about drinking, personal safety, and the responsibility of making mature decisions concerning drinking and driving. This cooperative program involving schools, law enforcement, and the community is designed to prevent teenage drunk driving injuries and fatalities.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: EVERY 15 MINUTES      Dept. No: 70340      Date 2/4/2014

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

**SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Supplemental budget for grant funding contract with CHP for Every 15 Minutes program

B) N/A

C) Funds must this fiscal year

D) Agreement is valid from 2/1/14-6/30/14 as specified for program

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:  

Board Approval Date:  

Agenda Item No.  

Clerk of the Board Signature:  

Date Entered by Auditor/Controller:  

Initials  

#### **INSTRUCTIONS:**

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.





# Office of the Sheriff *5A2*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** **February 18, 2014**

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

**FROM:** **Sheriff Greg Hagwood** *(Signature)*

**RE:** **Agenda Item for the meeting of March 4, 2014**

**RECOMMENDATION:**

Approve budget transfer for the Jail in the amount of \$20,000.00. The transfer is from Regular Wages (51000) to Other Wages (51020).

**BACKGROUND & DISCUSSION:**

The FY 13/14 Administrative and Budgetary Controls require transfers within wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for the Jail in the amount of \$20,000.00 transferring funds from Regular Wages (51000) to Other Wages (51020).

There are currently five vacant full time positions in the Jail budget. The Jail has been using extra help and reserves to cover shifts. The savings from the vacancies is being transferred to cover the Other Wages for the extra help and reserves.

The need for this transfer was mentioned during the mid-year budget review.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input checked="" type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

**TRANSFER TO OR** **SUPPLEMENTAL EXPENDITURE ACCOUNT**  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF  
SUPPLEMENTAL NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

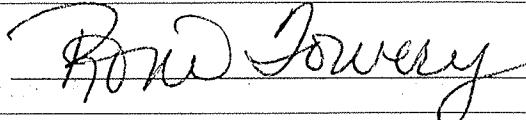
A) Transfer to cover shortage in account

B) Vacant full time positions have created a savings in Regular Wages

C) Expenses to be incurred this fiscal year

D) N/A

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

#### INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



# Office of the Sheriff

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

5A3

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** February 20, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of March 4, 2014

**Recommended Action:**

Approve supplemental budget request in the amount of \$20,500.00 for Dept. 70362 – Sheriff AB109 budget.

**Background and Discussion:**

On February 19, 2014, the Community Corrections Partnership (CCP) approved a request for additional funding for the Sheriff's AB109 budget.

This \$20,500 supplemental budget request is for the following budget accounts:

Holiday Pay	(51040)	\$1,300
Overtime	(51060)	\$4,000
Professional Services (Electronic Monitoring)	(521900)	\$8,200
Professional Services-Medical/Dental (Inmates)	(521980)	\$7,000

This supplemental budget is necessary to cover expenses relating to AB109 inmates at the Jail.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: AB109 - SHERIFF      Dept. No: 70362      Date: 2/20/2014

The reason for this request is (check one):

Dept. No: 70362

Date

2/20/2014

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Supplemental budget request for additional AB109 funding for accounts that are exceeding anticipated expenditures

B) N/A

C) Expenses are being incurred this fiscal year

D) CCP approved additional funding for this budget

Approved by Department Signing Authority:

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature:

Date Entered by Auditor/Controller: Initials \_\_\_\_\_

**INSTRUCTIONS:**

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

# Plumas County Community Corrections Partnership

## EXECUTIVE COMMITTEE

Sharon Reinert, Chief Probation Officer/Daniel Prince, Acting Chief Probation Officer-Chair  
Judge Ira Kaufman-Deborah Norrie, Designee  
David Hollister, District Attorney  
Greg Hagwood, Sheriff  
Douglas Prouty, Public Defender  
Peter Livingston, Director of Mental Health

## MEETING MINUTES

Regular Meeting of the Community Corrections Partnership Committee  
On February 19, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

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2:07 pm. **Call to Order/Roll Call**

Roll call.

Executive Members present: David Hollister, Doug Prouty, Deborah Norrie, Peter Livingston, Dan Prince  
Not Present: Greg Hagwood, Sharon Reinert  
In attendance, Monica Richardson, Secretary of the Committee.

Approval of minutes.

Motion made by David Hollister to adopt the January 15, 2014 meeting minutes as written. Seconded by Doug Prouty. All in favor, none opposed; Motion Carried.

1. SHERIFF'S OFFICE REQUEST FOR FUNDING. After discussion, Motion: to approve the Sheriff's request for \$20,500, for increased expenses for holiday pay (\$1,300) and overtime (\$4,000) for AB109 Corrections Officer (s), and AB109 inmate medical expenses (\$7,000), and AB109 qualified electronic monitoring services (\$8,200). Action: Approve, Moved by Peter Livingston, Seconded by David Hollister.  
Vote: Motion carried (summary: Ayes=4, Noes=0, Abstain=1).  
Yes: Peter Livingston, Doug Prouty, David Hollister, Dan Prince.  
Abstain: Deborah Norrie

### **Adjournment:**

Adjourned to meet again on Wednesday, March 26, at 2:00 p.m. in the Board of Supervisors Room 308, Plumas County Courthouse, Quincy, California.



## PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242  
lynnsheehy@countyofplumas.com • www.plumaslibrary.org

*Lynn Sheehy  
County Librarian*

DATE: January 30, 2014

TO: Honorable Board of Supervisors  
FROM: Lynn Sheehy, County Librarian  
RE: AGENDA ITEM FOR February 18, 2014

It is recommended that the Board:

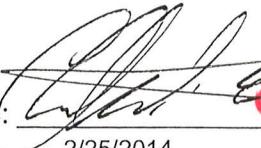
Approve the transfer of \$5,000 from Regular Wages, \$2,000 from Office Expenses, \$500 from Books, and \$500 from In County Travel into Other Wages for Plumas County Literacy.

Background:

More money than anticipated is needed in Plumas County Literacy's Other Wages account due to the need to pay the wages for Extra Help employees working for literacy programs within the County. Grant monies are expected to be received in 2014 if there is a need to re-supply the above mentioned accounts.

## BOARD AGENDA REQUEST FORM

Department: Assessor

Authorized Signature:  5c  
Board Meeting Date: 2/25/2014

Consent Agenda:  Yes  No

Request for 5 minutes for presentation  
(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 authorize the Chair to execute a Joint Powers Agreement for e-Forms Development, Management and Administration between participating California Counties and the California State Board of Equalization.

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

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

### Review by Necessary Departments:

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

County Counsel has approved to form. The Department of Information and Technology has reviewed as to implementation.

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

I am not aware of any opposition.

### 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.

### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

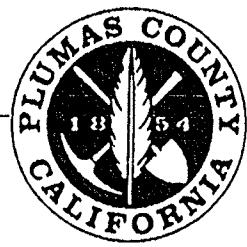
Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

# PLUMAS COUNTY ASSESSOR

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



CHARLES W. LEONHARDT  
ASSESSOR

Date: February 11, 2014

To: The Honorable Board of Supervisors

From: Charles W. Leonhardt, Assessor

Subject: Joint Powers Agreement (JPA) between participating California Counties and the California State Board of Equalization for the Development, Management and Administration of a common e-Forms program.

---

### It is Recommended that the Board:

Approve and authorize the Chair to execute a Joint Powers Agreement (JPA) between participating California Counties and the California State Board of Equalization.

### Background and Discussion:

Each year the California Board of Equalization after consultation with the Forms Committee of the California Assessor's Association approve approximately 100 forms, notices and affidavits to be utilized by California Assessors in the administration of the property tax program.

Each year 58 California Assessor's audit their forms inventory and update those forms that have undergone changes. 58 Assessor websites as well as the California State of Board of Equalizations website likewise need to be audited and updated.

In an effort to promote efficiency and uniformity, the California Assessor's Association with the leadership of Orange County designed and developed a hosted central website to house all state approved forms. Participating counties will then provide access to the forms by way of a link from their individual websites.

A Joint Powers Agreement (JPA) was then drafted for those counties and that State Board of Equalization to participate. Counties that participate in the program then share in the cost of development and operation based upon their size. An annual fee for operation and updating will be assessed to participating counties. According to the JPA, Plumas County's share in years 1 & 2 will be \$200 each. The fee in year 3 is projected to be \$100. The total cost of the project for the first 3 years is projected to be \$350,000. The Assessor's Office has sufficient funding in it's current budget to pay the initial year assessment of \$200.

**Joint Powers Agreement (JPA)**  
**For**  
**e-Forms Development Management and Administration**  
**and Year to Year Support**

**Document Control Date: March 1, 2013**

**JOINT POWERS AGREEMENT (JPA)**  
**FOR e-Forms Development, Management and Administration**  
**(Document Control March 1, 2013)**

THIS Joint Powers Agreement, titled the “e-Forms Network Group Agreement” (hereinafter “Agreement”), is effective March 1, 2013, by, between, and among the undersigned California counties and the Board of Equalization (BOE), for the purposes of collecting, storing, and maintaining data necessary to the assessment functions.

WHEREAS:

- (1) Title 1, Division 7, Chapter 5, Article 1 of the California Government Code establishes a procedure for the exercise of powers common to the contracting parties where those parties are within the definition of the term “public agency”; and
- (2) The parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment functions performed by the California County Assessors (“Participating Assessors”), each of which is an officer and agent of his or her respective county; and if the BOE participates in this Agreement, the “Participating Parties”
- (3) Under the provisions of Revenue and Taxation (“R&T”) Code Sections 441-454 and 480-484, a county assessor has authority to gather confidential information from property owners necessary and relevant to the determination of the fair market value of property for purposes of property taxation within that assessor’s county; and
- (4) The parties have agreed to enter into this Agreement to gather and distribute formatted data, through electronic media, based on relevant BOE and Assessor approved forms; to share in the development and ownership of the common data handling facility for purposes of property tax assessment and administration; and to share the associated costs and liabilities directly related to this purpose, among the parties on a proportionate basis as set forth herein below so that no party’s liability is increased by this project; and
- (5) e-Forms data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor’s data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481; and
- (6) By this Agreement, the parties do not intend to create an agency or entity separate from the parties themselves.

NOW, THEREFORE, in consideration of the mutual promises of performance set forth herein, the parties agree as follows:

1. TERM. The term of this Agreement is from March 1, 2013 through and including June 30, 2016, a period of 40 months. However, for funding consideration this is a year-to-year agreement and is based on the availability of funds from the participating jurisdictions. This agreement may be continued based on the consent of the Participating Parties for one (1) additional year. After this initial period this agreement will be reviewed and adjusted as necessary to recognize the permanent and annual business of using forms and e-Forms to collect and handle information and data.
2. ADMINISTRATION.
  - a. This Agreement shall be administered by the Coordinating Assessor. The Participating Parties, by majority vote, shall select and designate the Coordinating Assessor. The Coordinating Assessor shall be responsible for obtaining a provider for the following services: development of a data gathering facility, servers, software, programs, reports, testing or other device(s) for the collection, term storage, backup, upload, download, and security of data records related to, but not limited to, the BOE forms; coordination and performance of work to support the collection device(s); review, evaluation and proposal of system software and hardware to assist the Participating Parties to meet the objectives of the Agreement; preparation of a report detailing the results of their work at least annually, but quarterly for the first year; development and distribution of communication links for the distribution of the data related to each Participating Parties. In obtaining a provider for these services, the Coordinating Assessor shall comply with all applicable state procurement laws as well as all procurement policies adopted by the Board of Supervisors in the Coordinating Assessor's county.
  - b. The participating parties recognize that the costs associated with this agreement are shared costs approximately according to current e-Forms volume as detailed in Exhibit A. The participating parties further acknowledge that they are paying for the use of the e-Forms product through a cost structure related to development and support costs.
  - c. The BOE and the California Assessor's Association (CAA) forms committee are coordinating participants in this Agreement.

3. **PAYMENT FOR PERFORMANCE**. The Coordinating Assessor is authorized to dedicate the following funds as compensation to the provider of services under this Agreement:

- a. System Hardware and Software – not to exceed \$15,000  
This is a one-time cost.
- b. e-Form Software Development – up to \$335,000  
This is a one-time cost.  
and the combined costs of “a.” and “b.” not to exceed \$350,000
- c. Annual System Operation costs – not to exceed (TBD)  
This is a recurring annual cost.

Nothing in this Agreement shall limit or prohibit the ability of a Participating Party from receiving extra data support services that are beyond the scope of this Agreement. A Participating Party, and his or her respective jurisdiction, who obtains extra data support services (rate sheet services) that may be related to but are beyond the scope of this Agreement shall be solely responsible for the payment of such extra work.

4. **PARTICIPATING PARTIES’ SHARE OF COSTS**. The respective development and ongoing support share of the costs of services under this Agreement to be paid by the Participating Parties’ jurisdiction is as follows:

- a. Development Costs: As provided for in Exhibit A under “e-Forms Development Cost Sharing Allocation Plan.”
- b. Ongoing/annual systems support and services costs: For the first year, as provided in Exhibit A under “Annual Costs” and as provided under Section 4(e). For subsequent years, as provided in Section 4(e).
- c. Each Participating Party shall deposit his or her Jurisdictions’ invoiced share of the total development and first year’s annual support costs of this Agreement, in a project account to be established in the name of Coordinating Assessor, within thirty (30) days of the effective date of this Agreement. Disbursements from this account shall be made only with the approval of the Coordinating Assessor, and as the development work is completed and approved by the Coordinating Assessor (Progress Payments). Should there be any remaining funds from the development costs, these funds would roll over to be a part of the annual systems support and services cost funds. The Coordinating Assessor shall return any remaining principal and any accrued interest in the account upon completion of the term and the services to be rendered under this Agreement, in excess of account fees, to the Participating Parties’ Jurisdiction in proportion to the amount each contributed.

- d. The Coordinating Assessor shall provide to the Participating Parties copies of all billings submitted by and all payments made to any provider of services under this Agreement. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Coordinating Assessor.
- e. The annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the e-Forms will be reviewed by the Coordinating Assessor, shared with Participating Parties, and adjusted annually as provided for in Exhibit B. Each party will be responsible for any annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the e-Forms in the same proportion as its share of the Annual Costs listed in Exhibit A.

5. **RECORDS RETENTION.** The individual e-Forms data (the “assessor records”) shall be stored on-line for a term of three (3) years, and each Participating Party will provide notice to the Coordinating Assessor in year three (3) to establish a single procedure with input from the Participating Assessors for the disposition of these records. This section shall survive the termination of this Agreement.

6. **ASSESSOR RECORDS.**

- a. Data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor’s data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481.
- b. The Coordinating Assessor shall require that any provider of services contemplated by this Agreement shall agree that records, data, information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.

7. **TERMINATION.** Any party hereto may withdraw from this Agreement upon giving sixty (60) days written notice to each of the other parties hereto. The Participating Parties recognize that the obligations and debts under this Agreement are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The withdrawing party shall not be entitled to a refund or credit for any sums paid under this Agreement. As to the impact on the distribution of annual costs, the Participating Parties may adjust or redistribute these costs as prescribed by Exhibit B. Notwithstanding the Agreement term

stated in Section 1 hereof, the addition or deletion of any party to this Agreement shall not affect this Agreement nor the intent to contract as described above with the other parties to the Agreement then remaining.

8. INDEMNIFICATION.

- a. Except as provided in Section 8(b) of this Agreement, in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities, incurred by a party shall not be shared pro rata, but instead the parties agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. Except as provided in Section 8(b), no party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto or any provider of services, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. It is further understood and agreed the indemnification herein extends to and includes liability of the parties for private attorney general fee awards and liability which arise by operation of law as the result of any act, omission or occurrence related to this Agreement, or which arise from the work performed relative to this Agreement.
- b. For any claim, expense, cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions of the Coordinating Assessor, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared by the Participating Parties in the same proportion to each party's cost contribution as set forth in Section 4 of this Agreement.
- c. Should the legality of this Agreement be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the Participating Parties share of the cost contribution as set forth in Section 4 of this Agreement.

9. COOPERATION OF PARTIES. The Participating Parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this Agreement. In connection with this Agreement, the parties

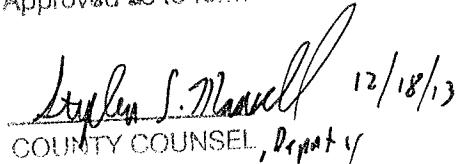
agree to provide any data, information, and documentation reasonably necessary to the performance of this Agreement.

10. **MODIFICATION.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on any of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.
11. **SUCCESSORS AND ASSIGNS.** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.
12. **REVIEW FOR LEGAL ADEQUACY.** Each party to this Agreement acknowledges and agrees that this Agreement has been reviewed by each party's respective legal counsel for legal adequacy.
13. **WAIVER.** No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by any party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of any party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.
14. **SEVERABILITY PROVISION.** If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
15. **SIGNATURE IN COUNTERPARTS.** This Agreement may be executed in counterparts by all parties. The Agreement is effective as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

(Participating Assessors Signature Page Following)

Approved as to form:

  
Stephen S. Maxwell 12/18/13  
COUNTY COUNSEL, Deputy

**PARTICIPATING ASSESSORS**  
**(Signatures – Reference Section 15, Page 6)**

By:

By:

County of Alameda

County of Alpine

By:

By:

County of Amador

County of Butte

By:

By:

County of Calaveras

County of Colusa

By:

By:

County of Contra Costa

County of Del Norte

By:

By:

County of El Dorado

County of Fresno

By:

By:

County of Glenn

County of Humboldt

By:

By:

County of Imperial

County of Inyo

By:

By:

County of Kern

County of Kings

By:

By:

County of Lake

County of Lassen

By:

By:

County of Los Angeles

County of Madera

Participating Assessors (Continued)  
(Signatures – Reference Section 15, Page 6)

By:

By:

County of Marin

County of Mariposa

By:

By:

County of Mendocino

County of Merced

By:

By:

County of Modoc

County of Mono

By:

By:

County of Monterey

County of Napa

By:

By:

County of Nevada

County of Orange

By:

By:

County of Placer

County of Plumas

By:

By:

County of Riverside

County of Sacramento

By:

By:

County of San Benito

County of San Bernardino

By:

By:

County of San Diego

County of San Francisco

By:

By:

County of San Joaquin

County of San Luis Obispo

Participating Assessors (Continued)  
(Signatures – Reference Section 15, Page 6)

By:

County of San Mateo

By:

County of Santa Barbara

By:

County of Santa Clara

By:

County of Santa Cruz

By:

County of Shasta

By:

County of Sierra

By:

County of Siskiyou

By:

County of Solano

By:

County of Sonoma

By:

County of Stanislaus

By:

County of Sutter

By:

County of Tehama

By:

County of Trinity

By:

County of Tulare

By:

County of Tuolumne

By:

County of Ventura

By:

County of Yolo

By:

County of Yuba

**BOE**  
(Signatures – Reference Section 15, Page 6)

By:

---

Name and Title for the BOE

**EXHIBIT A**

**e-Forms DEVELOPMENT COST SHARING ALLOCATION PLAN (ESTIMATES)**

COUNTY #	COUNTY	Total Roll Units	% of Total	Proposed Costs 1st Year	Proposed Costs 2nd Year	Proposed Costs 3rd Year	Annual Cost Estimate
1 19	Los Angeles	2,774,973	20.9%	\$ 23,600	\$ 23,600	\$ 13,900	
2 30	Orange	1,081,026	8.1%	\$ 9,200	\$ 9,200	\$ 5,300	
3 37	San Diego	1,060,371	8.0%	\$ 9,200	\$ 9,200	\$ 5,300	
4 33	Riverside	942,644	7.1%	\$ 8,300	\$ 8,300	\$ 4,400	
5 36	San Bernardino	820,494	6.2%	\$ 7,000	\$ 7,000	\$ 3,800	
6 43	Santa Clara	545,413	4.1%	\$ 4,400	\$ 4,400	\$ 2,500	
7 34	Sacramento	509,286	3.8%	\$ 4,100	\$ 4,100	\$ 2,400	
8 01	Alameda	485,408	3.7%	\$ 4,000	\$ 4,000	\$ 2,400	
9 15	Kern	422,060	3.2%	\$ 3,500	\$ 3,500	\$ 1,900	
10 07	Contra Costa	405,526	3.1%	\$ 3,300	\$ 3,300	\$ 1,900	
11 56	Ventura	302,395	2.3%	\$ 2,400	\$ 2,400	\$ 1,400	
12 10	Fresno	302,314	2.3%	\$ 2,400	\$ 2,400	\$ 1,400	
13 38	San Francisco	268,136	2.2%	\$ 2,400	\$ 2,400	\$ 1,400	
14 41	San Mateo	237,434	1.8%	\$ 1,800	\$ 1,800	\$ 900	
15 39	San Joaquin	233,391	1.6%	\$ 1,800	\$ 1,800	\$ 900	
16 49	Sonoma	218,210	1.6%	\$ 1,800	\$ 1,800	\$ 900	
17 40	San Luis Obispo	184,656	1.4%	\$ 1,300	\$ 1,300	\$ 600	
18 50	Stanislaus	179,454	1.4%	\$ 1,300	\$ 1,300	\$ 600	
19 31	Placer	172,209	1.3%	\$ 1,300	\$ 1,300	\$ 600	
20 48	Solano	154,390	1.2%	\$ 1,100	\$ 1,100	\$ 600	
21 42	Santa Barbara	148,253	1.1%	\$ 1,100	\$ 1,100	\$ 600	
22 27	Monterey	148,126	1.1%	\$ 1,100	\$ 1,100	\$ 600	
23 09	El Dorado*	141,543	1.1%	\$ 1,100	\$ 1,100	\$ 600	
24 21	Marin	107,566	0.8%	\$ 700	\$ 700	\$ 600	
25 04	Butte	107,297	0.8%	\$ 700	\$ 700	\$ 600	
26 44	Santa Cruz	106,841	0.8%	\$ 700	\$ 700	\$ 600	
27 45	Shasta	105,903	0.8%	\$ 700	\$ 700	\$ 600	
28 24	Merced	94,628	0.7%	\$ 500	\$ 500	\$ 500	
29 12	Humboldt	83,364	0.6%	\$ 500	\$ 500	\$ 500	
30 13	Imperial	82,895	0.6%	\$ 500	\$ 500	\$ 400	
31 57	Yolo	67,049	0.5%	\$ 300	\$ 300	\$ 300	
32 29	Nevada	64,429	0.5%	\$ 300	\$ 300	\$ 300	
33 23	Mendocino*	63,787	0.5%	\$ 300	\$ 300	\$ 300	
34 20	Madera	63,410	0.5%	\$ 300	\$ 300	\$ 300	
35 16	Kings	58,123	0.4%	\$ 300	\$ 300	\$ 300	
36 28	Napa	57,915	0.4%	\$ 300	\$ 300	\$ 300	
37 05	Calaveras	48,838	0.4%	\$ 200	\$ 200	\$ 200	
38 47	Siskiyou	48,109	0.4%	\$ 200	\$ 200	\$ 200	
39 55	Tuolumne	42,685	0.3%	\$ 200	\$ 200	\$ 200	
40 51	Sutter	41,514	0.3%	\$ 200	\$ 200	\$ 200	
41 52	Tehama	36,499	0.3%	\$ 200	\$ 200	\$ 200	
42 58	Yuba	31,915	0.2%	\$ 200	\$ 200	\$ 200	
43 25	Modoc	28,743	0.2%	\$ 200	\$ 200	\$ 200	
44 03	Amador	26,696	0.2%	\$ 200	\$ 200	\$ 200	
45 18	Lassen	24,965	0.2%	\$ 200	\$ 200	\$ 200	
46 35	San Benito	21,530	0.2%	\$ 200	\$ 200	\$ 100	
47 26	Mono*	20,547	0.2%	\$ 200	\$ 200	\$ 100	
48 14	Inyo	20,415	0.2%	\$ 200	\$ 200	\$ 100	
49 08	Del Norte	16,403	0.1%	\$ 200	\$ 200	\$ 100	
50 06	Colusa	15,826	0.1%	\$ 200	\$ 200	\$ 100	
51 53	Trinity*	15,672	0.1%	\$ 200	\$ 200	\$ 100	
52 22	Mariposa	14,767	0.1%	\$ 200	\$ 200	\$ 100	
53 46	Sierra	4,950	0.0%	\$ 200	\$ 200	\$ 100	
54 32	Plumas	1,216	0.0%	\$ 200	\$ 200	\$ 100	
55 02	Alpine	No Response	N/A	\$ 200	\$ 200	\$ 200	
56 11	Glenn	No Response	N/A	\$ 200	\$ 200	\$ 200	
57 17	Lake	No Response	N/A	\$ 200	\$ 200	\$ 200	
58 54	Tulare	No Response	N/A	\$ 200	\$ 200	\$ 200	
<b>TOTALS:</b>		<b>13,282,221</b>	<b>100.0%</b>	<b>\$ 108,000</b>	<b>\$ 108,000</b>	<b>\$ 64,000</b>	<b>TBD</b>

PROPOSED ALLOCATION: ASSESSORS BOE TOTAL

TOTAL FIRST YEAR COSTS**:	\$ 108,000	\$ 27,000	\$ 135,000
TOTAL SECOND YEAR COSTS:	\$ 108,000	\$ 27,000	\$ 135,000
TOTAL THIRD YEAR COSTS:	\$ 64,000	\$ 16,000	\$ 80,000
	\$ 280,000	\$ 70,000	\$ 350,000

\* Roll Units from prior year report

\*\* Includes hardware: \$15,000

Source: BOE Workload Statistics 2010/11 (LTA 2012/013)

Revised: 10/30/2012

**ATTACHMENT TO EXHIBIT A**  
**e-Forms DEVELOPMENT SCOPE of WORK (OVERVIEW)**

**Phase 1 (by 1<sup>st</sup> Quarter 2014)**

Smart PDFs

- Initial Planning & Analysis
- Website Fundamentals – Design & Setup
- Website Database Basics
- Website Construction
- Website Intelligence – Business Rules & Logic
- Create Smart fillable PDFs
- Create Smart county header customization
- Quality review, testing and implementation by January 2014.

**Phase 2 (by 1st Quarter 2015)**

Online HTML Forms

- Planning, Analysis & Design
- Website online forms framework
- Website Database expansion to collect and distribute HTML forms data
- Website HTML forms construction
- Website adjustments – UI, business rules, logic
- HTML to PDF conversion engine
- Develop format for standard data record

**Phase 3 (by 1st Quarter 2016)**

County Interfaces Framework

- Provided structure for counties to download data streams for each online HTML form
- Website Database expansion to support county data storage, inquires, dashboard and reports
- Website UI – county forms management, taxpayers & systems administration
- Website county interface adjustments
- Encryption of remaining four (4) forms with social security numbers

## EXHIBIT B

### COST(S) ADJUSTMENTS PARTICIPATING PARTIES

This Cost(s) Agreement Exhibit is for the development services of e-Forms, and for designating the year-to-year support services specifically related to the purposes of the overall e-Forms Agreement.

This exhibit may be used to amend or adjust these costs subject to the provisions as provided in the Agreement.

- A. ADJUSTMENT AND/OR ENHANCEMENT COSTS: (Shared Costs)
- B. RATE SHEET SERVICES: (If provided for by the agreement)
- C. ANNUAL ASP SERVICES: (Shared Costs)

60A

County of Plumas  
520 Main St.  
Quincy, CA 95971

February 17, 2014

To whom it may concern:

I am writing this letter of resignation as the Chief Probation Officer to notify you I am submitting my retirement paperwork. My last day of employment with Plumas County will be March 22, 2014. My date of retirement will begin on March 23, 2014.

Thank you for your attention in this matter!

Sincerely,

  
Sharon Reinert

# BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JON KENNEDY, DISTRICT 5

March 04, 2014



Regina Lett  
Housing Representative II  
Dept. of Housing and Community Development  
Community Development Block Grant Program  
2020 W. El Camino Ave. Suite 500  
Sacramento, Ca. 95833

Dear Ms. Lett:

Plumas County respectfully requests an extension of CDBG Grant 10-STBG-6734 (Plumas Rural Services Project) until December 31, 2014.

As you know, the project required a re-bid due to bid amounts exceeding budget limitations. We are pleased to report the re-bid was successful and the project is now within budget.

We anticipate construction to start Spring/Summer of 2014 to be completed by Fall/Early Winter.

Thank you very much for your consideration of this request.

Sincerely,

Jon Kennedy, Chair  
Plumas County Board of Supervisors

Cc: David Keller, Executive Director,  
Plumas County Community Development Commission



## PLUMAS COUNTY MENTAL HEALTH COMMISSION

60F

Henry J Eisenman, Mental Health Commission Chairman  
(530) 283-0782 eisenmanhenry@yahoo.com

To: Plumas County Board of Supervisors  
Subject: *Plumas County Mental Health Commission membership*  
From: Plumas County Mental Health Commission  
Date: February 19, 2014

The application for membership of Tracy Ingle, Nansi Bohne and Heidi Wakefield have been reviewed by the Plumas County Mental Health Commission and is attached for the Board of Supervisors. The Mental Health Commission members accepted the application at its regular meeting February 19, 2014

It is the recommendation of the Mental Health Commission that the application are approved of Tracy Ingle, Nansi Bohne and Heidi Wakefield and are appointed to the Mental Health Commission for the term commencing February 19, 2014 and ending February 2016.

Respectively Submitted by: *Plumas County Mental Health Commission*

The handwritten signature of Henry J. Eisenman.

Henry Eisenman, Chairperson

CC: Peter Livingston, Plumas County Mental Health Department Director



## PLUMAS COUNTY MENTAL HEALTH COMMISSION

Henry J Eisenman, Mental Health Commission Chairman  
(530) 283-0782 eisenmanhenry@yahoo.com

March 19, 2014

To: Honorable Board of Supervisors

From: Henry J. Eisenman  
Chairman, Plumas County Mental Health Commission

Subject: Annual Report, Fiscal Years 2012-2013

Enclosed for your information is a copy of the Plumas County Mental Health Commission Annual Report to the Board of Supervisors for Fiscal Year 2012-2013. The bylaws of the Mental Health Commission and the W.I.C. require that this report be submitted to the Board of Supervisors each year.

Our commission meetings are held every month on the second Wednesday. Our meetings are open to the public and we encourage their attendance and participation. The Mental Health Director attends all our meetings to provide important information concerning the department.

Our agenda covers many subjects including the budget, department programs, plans and services both current and in the future, the NAMI Program, the Drop in Center and the Sierra House. Our agenda includes reports from the Director, Chairman of the Commission, Drop in Center, Sierra House and NAMI. The need for Mental Health services continues to grow, which can be seen by the large waiting lists in Quincy, Portola, Greenville, and Chester.

Two new Directors were appointed by the Board of Supervisors (the first appointee was released). Prior to the appointments, an acting director kept the department fiscally efficient and the services provided have been excellent.

Sincerely

A handwritten signature in cursive ink that reads "Henry J Eisenman".

Henry J Eisenman, Chairman

Cc: Peter Livingston, Director  
Plumas County Mental Health Department



## PLUMAS COUNTY MENTAL HEALTH COMMISSION

Henry J Eisenman, Mental Health Commission Chairman  
(530) 283-0782 [eisenmanhenry@yahoo.com](mailto:eisenmanhenry@yahoo.com)

### 1) Introduction

The Plumas County Mental Health Department continues to be fiscally sound even with the hiring of two new directors and the release of one. Medi-Cal and Federal Regulation review audits were successful. New legislation AB1467 came into effect that contains numerous amendments through the Mental Health Services Act. For one, it replaces the department with the office of Statewide Health Planning and Development (OSHPD). It also includes that the County Mental Health Plans be approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC). AB1467 amends the language to direct counties to expand funds, rather than receive funds, for innovation programs, upon approval by MHSOAC (W&I Section 5830). Another law that has the Mental Health Department cooperating with the Sheriff and District Attorney is AB109.

### 2) Accomplishments

- a) The Plumas County Mental Health Department continues to deliver services under the newly appointed director, Peter Livingston, which is within its budget with each mental health therapist covering a large case load. The Director requested, and the Board of Supervisor's approved, the hiring of two therapists and a program chief.
- b) A million dollars from the Mental Health Department's reserve was withdrawn to tend to state prisoners who have or will be returned to this county (AB-109). The funding provides for re-education, housing, family services, mental health services in a wrap-around effort from various Plumas County Social Services providers.
- c) Available now at the Drop-In Center is a psychiatric nurse who can meet with clients who want more contact from Mental Health. Also, there has been a push to allow clients to access the support of the Sierra House programs, community programs, and community opportunities that are available to them.
- d) The Mental Health Department has transferred from a psychiatrist who visits Plumas County once a month (Dr. Durocher) to Telemedicine. Telemedicine allows a patients advocate at a distance to speak with a client and access the clients electronic health record's, adjust the psychotropic medication and provide validation to refill medication.
- e) The Mountain Visions Program is still in operation and serves 17+ Plumas County kids between the ages of 10-15 per year. Kids who might not otherwise have opportunities to learn and participate in outdoor activities can learn to snowboard, backpack and hike. In participating in these activities, kids who are at risk are able to learn leadership skills and skills for managing challenges skillfully.

- f) We are one of the few rural counties with a board and care home for persons with chronic mental illness, who are on conservatorship. It is running very successfully. It has the capacity to house 14 people (male and female). We also have a drop in center for a person with mental illness who need services and also provides social experiences.
- g) We currently have 17 active Mental Health Commission members, two more than last year. At our last meeting for emphasis (2/19/2014) we added 3 members.
- h) Our Mental Health system has been transformed in the way it values, utilizes and promotes the voices and wisdom of clients and family members.
- i) The Department continues to hold confidential Quality Assurance/Quality Improvement meetings monthly where department representatives, a commission member, a family member and clients analyze and give feedback, grievances, access to services and ongoing changes in the community where we need to develop protocols or systems for expedient response.
- j) We continue to work with and support Plumas county Sheriff's Department and County Counsel to improve service delivery by developing a referral / response system that is well understood by Plumas County Mental Health staff and the jail staff. The coordination with Stephanie Tanaka, the Alternative Sentencing Coordinator, to assure we are providing comprehensive services to AB 109 population, the jail population and individuals sentenced to drug court or probation. The goal is to reduce recidivism and to give individuals every possible opportunity for success in our communities.

### **3) Status Report**

- a) Membership: We increased membership to 17. Four new members were added this year. Two are County employees (Health Department and the Veterans Administration) and one a family member and the Executive Director of Plumas First Five.
- b) Managed Care: The Drop-In Center has added two case managers. The Sierra House has 11 residents, 2 from out of county and 9 from Plumas County.

The Tri-Annual Medi-Cal Audit took place in April.

The Plumas County Mental Health Department is now part of the State Department of Health Care Services (see attached).

### **c) Sierra House / Drop-In Center**

The Drop-In Center and Sierra House are running well with no serious problems.

### **4) Accomplished Goals for Fiscal Year 2012/2013**

- a) Collaboration with all departments continues. A clinician has been hired to serve AB109 individuals.
- b) We continue to have speakers to educate and train commission members on mental health issues.

- c) At the December 4<sup>th</sup> meeting, the Commission approved the Mental Health Departments budget for FY 13/14
- d) Plumas County Schools continue to have Mental Health Therapists to offer therapy to children in collaboration with teachers and school staff.
- e) Clinical staff are still available 24 hours a day offering crises intervention and if necessary hospitalization for clients at risk for harm.

#### **5) Fiscal Year 2013-2014 Goals**

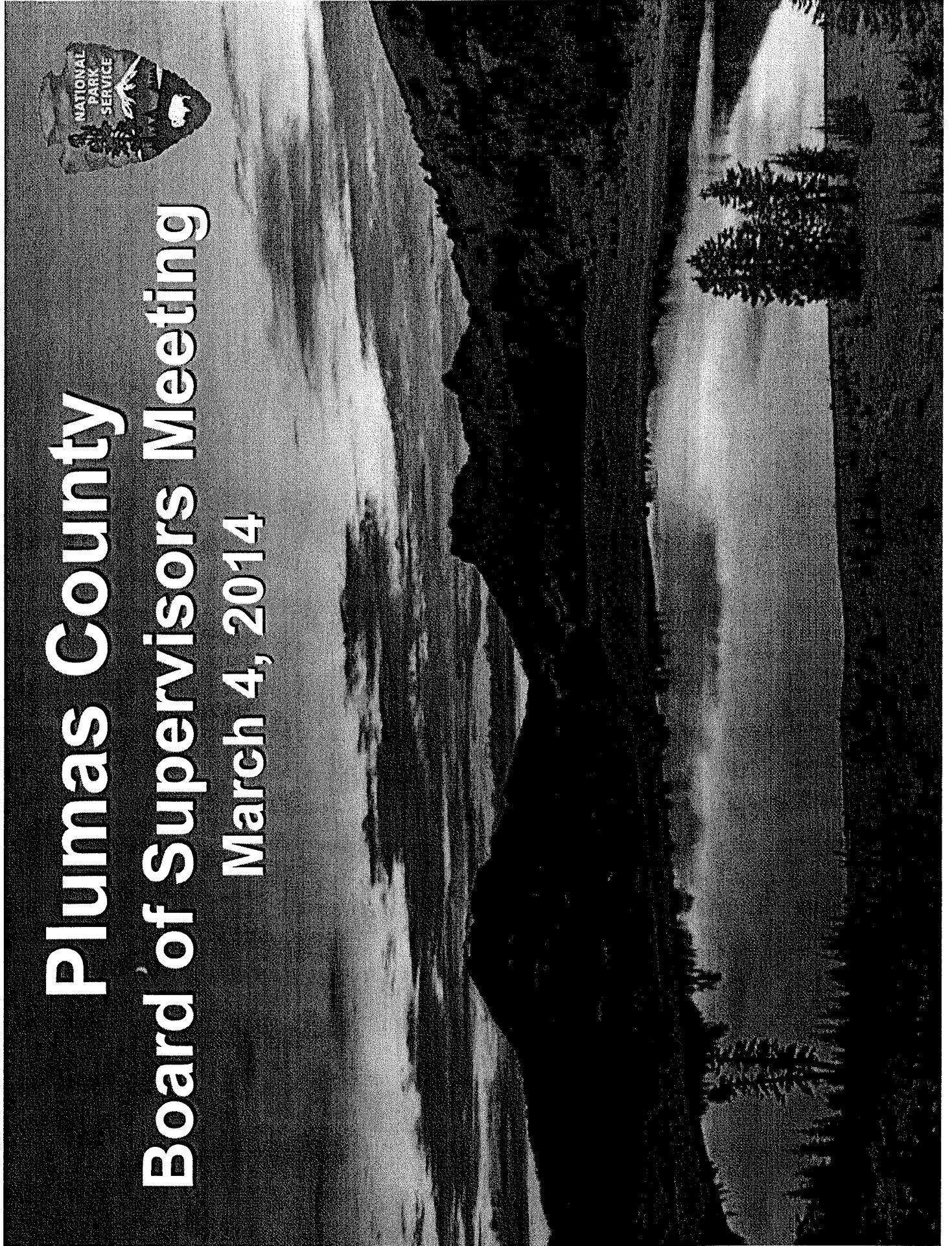
- a) We seek to increase our membership so that we engage more consumers and family members and to strengthen our connections with the public.
- b) Evaluate needs and develop services so that we are making every possible effort to meet the needs of those who are underserved or un-served.
- c) Seek guest speakers and presenters to bring awareness to mental health issues we have as a rural county.
- d) Become more involved and educate about our juvenile programs plus court affiliations.
- e) Continue to make sure the Mental Health Department and the Plumas Unified School District continue to work together successfully, resulting in improved services to school kids.
- f) Collaborate with Social Services, law enforcement, probation, and the courts to develop a multi-disciplinary approach to treatment for juveniles in detention or foster care.
- g) Support our local NAMI chapter while they continue to organize and to be active in utilizing services and support.
- h) Continue our collaboration with the Resource Center and other agencies to resolve the problem of homelessness Mental Health clients in our county.
- i) Seek multilingual as well as multi-cultural education and services.
- j) Reduce the stigmatization of people with mental disorders.
- k) Work towards promoting and recognizing our Mental Health system transformation that is client-centered, family focused and guided by diverse persons whose life experience includes mental health challenges.

#### **6) Summary**

The Plumas County Department of Mental Health remains fiscally sound even though a mental health director retired, a new one appointed only to be dismissed from her job and a new director appointed. Because of the high rate of appointments, the department is in the process of hiring 3 clinicians and a program chief to assist the new director with his administration programs.

We still need to educate ourselves with the way the Department of Mental Health, at the state level, has changed to a Department of Health Care Services where the Mental Health Department at the state level is now called Mental Health and Substance Use Disorder Services. Each county is assigned a technical assistant.

Services are sorely needed from the Mental Health Department as more and more citizens are finding themselves in trouble as a result of mental disorder. The economy is causing problems. Suicides are increasing, especially with veterans. Create services that are easily accessible.



**Plumas County  
Board of Supervisors Meeting  
March 4, 2014**

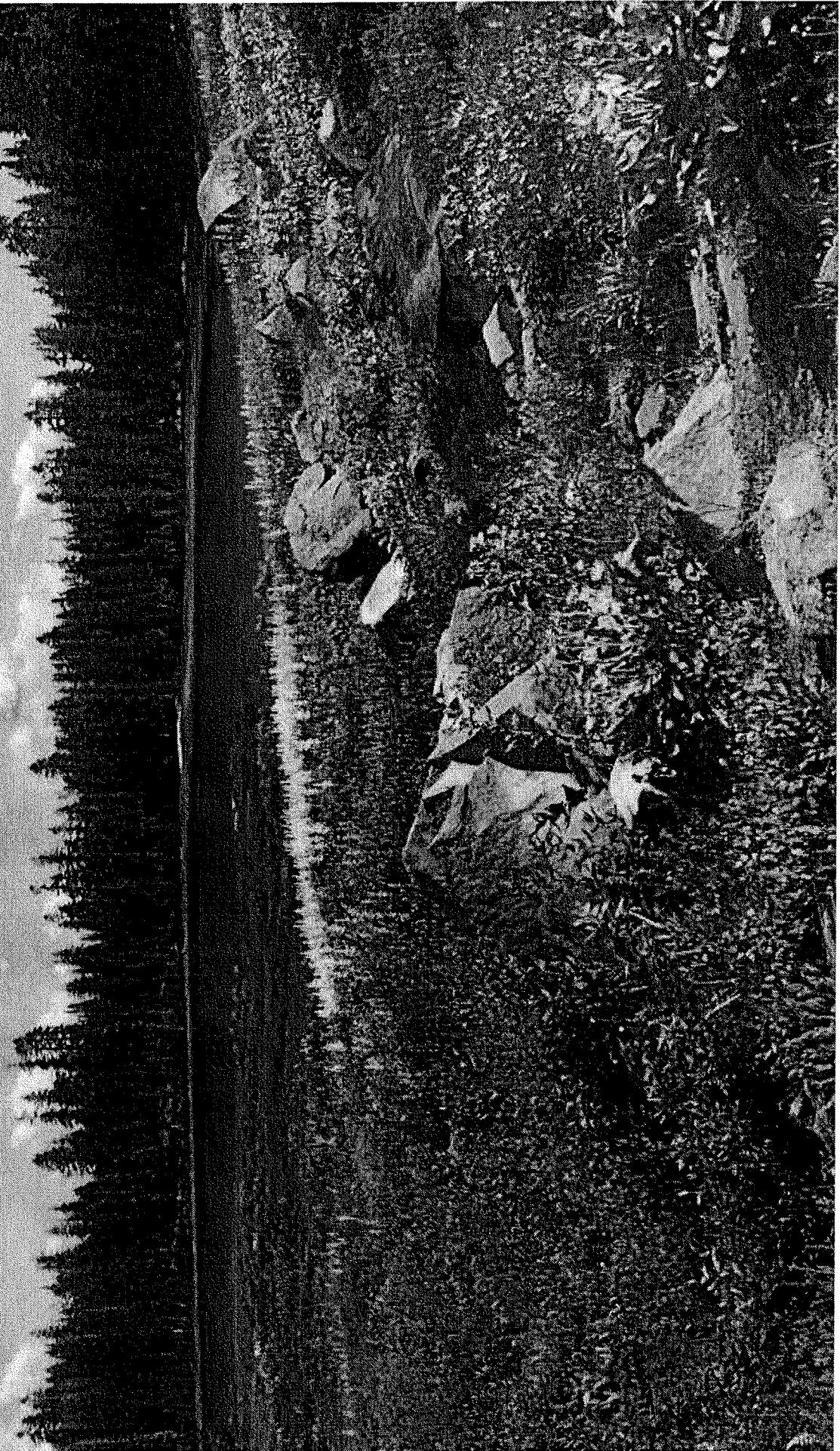


8



# Wilderness and Backcountry Stewardship Planning

79,062 acres | 74% of the park





Lassen's first wilderness and backcountry stewardship plan will provide guidance on a variety of issues including:

Visitor Use

Stock Use

Wilderness/ Backcountry Permits

Trail System

Climbing

Commercial Services

Night Sky and Soundscapes

EXPERIENCE YOUR AMERICA

# Wilderness Public Scoping

Meetings held in:

Chester

Red Bluff

Redding

Chico



## Online

[go.nps.gov/lavo/wbwp](http://go.nps.gov/lavo/wbwp) or  
[go.nps.gov/LAVOWSB\\_planning](http://go.nps.gov/LAVOWSB_planning)

## Mail

Lassen Volcanic National Park  
Attn: Wilderness Planning  
PO Box 100  
Mineral, CA 96063

## E-mail

[lavo\\_information@nps.gov](mailto:lavo_information@nps.gov),  
Subject: "Wilderness Comments"



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# Fire Projects and Weather Update

Mineral Headquarters forest  
health / defensible space  
thinning

Possible Prescribed Burns in  
Mineral Headquarters (50 ac)  
and Summertown 50-75 ac)

Approximately 75 acres of pile  
burning accomplished in the  
Reading Fire burn area and  
along the Warner Valley Road  
corridor.



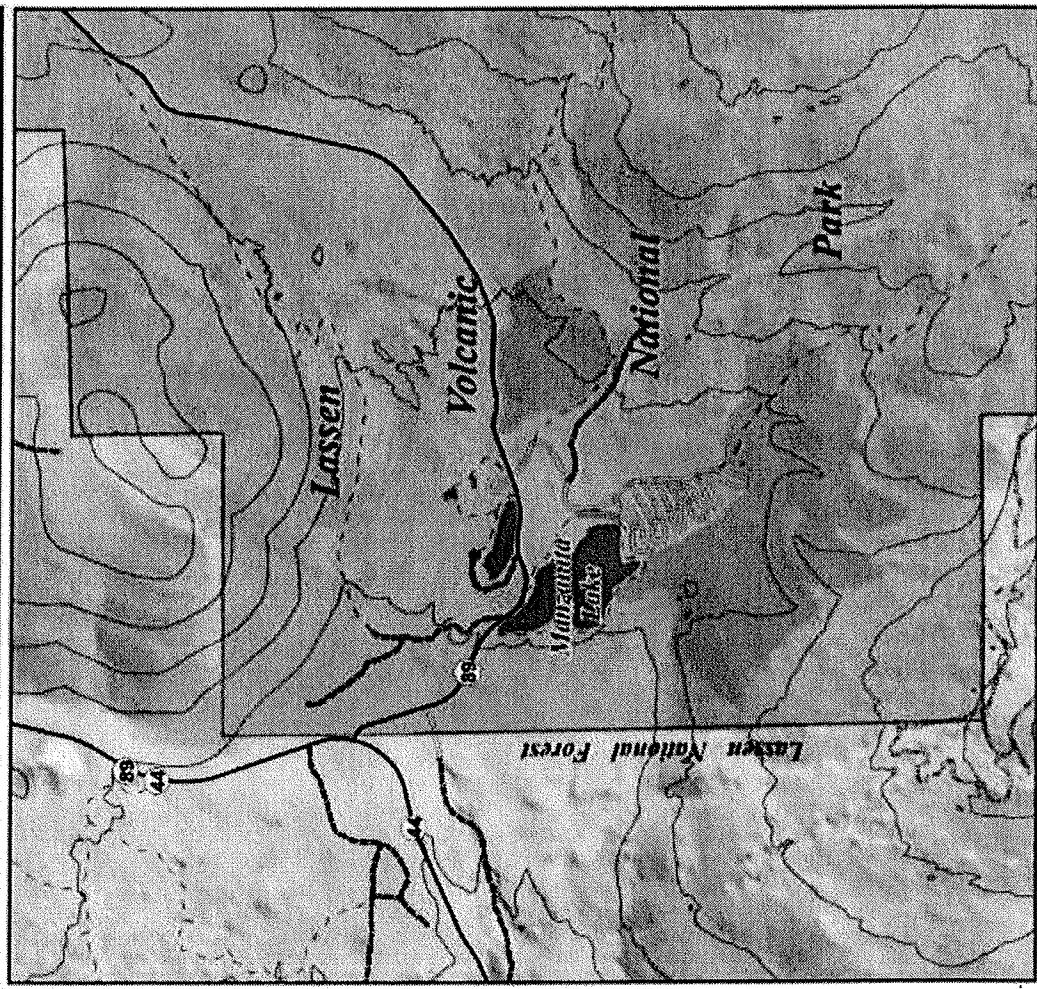
California Drought:  
In December 2013 we  
received only 25% of  
average precipitation

EXPERIENCE YOUR AMERICA

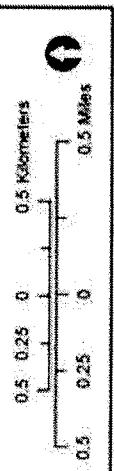
Proposed Restoration Areas  
Northwest Gateway Project



U.S. Department of the Interior  
National Park Service  
Lassen Volcanic National Park



Current Treatment Area  
Future Treatment Areas



# Northwest Gateway Forest Restoration Project

One time use of mechanical thinning equipment will reduce fuel loadings, reduce potential extreme fire behavior, reduce old growth mortality rates, and create a more heterogeneous forest structure.





# Northwest Gateway Forest Restoration



Notice the absence of the smaller white fir crowding the forest floor in the treated (yet to be restored) area on the left as compared to the untreated area on the right.

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# Beetle Kill



The photo shows a "creamy pitch tube" on a Jeffrey pinebole in Manzanita Lake campground.

While crunchy red colors suggest the beetle successfully entered the tree, this creamy color often means that the tree produced copious amounts of pitch quickly enough to "pitch out" the beetle.



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# 2014 Special Events

Annual Pass Photo Contest Begins

May 15

National Get Outdoors Day – Trail Challenge Kick-off

June 14

*Migratory Bird Banding Demonstration*

July 20

Dark Sky Festival

August 1 - 3

*National Public Lands Day (Art & Wine Festival)*

September 27

*50th Anniversary of the Wilderness Act – Red Bluff*

October 10 - 12

EXPERIENCE YOUR AMERICA





# Lassen Peak Trail Summit Dates

June

13 FRI	14 SAT	15 SUN
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July

3 THUR	4 FRI	5 SAT	6 SUN
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August

8 FRI	9 SAT	10 SUN
●		

August / September

29 FRI	30 SAT	31 SUN	1 MON
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September

26 FRI	27 SAT	28 SUN
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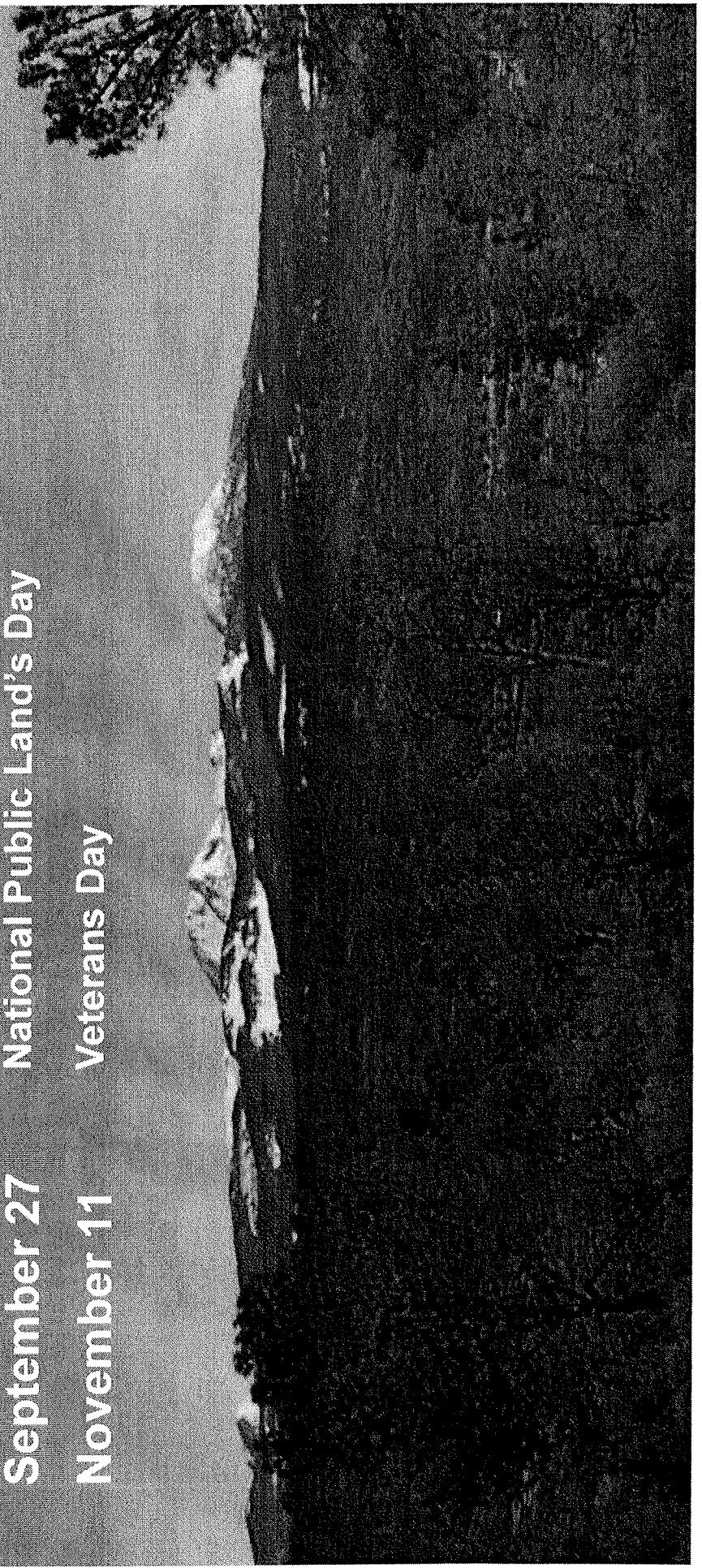
October

10 FRI	11 SAT	12 SUN	13 MON
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EXPERIENCE YOUR AMERICA

# 2014 Fee Free Days

January 20	Martin Luther King Jr. Day
February 15 – 17	President's Day Weekend
April 19 – 20	National Park Week's Opening Weekend
August 25	NPS's 98th Birthday
September 27	National Public Land's Day
November 11	Veterans Day





# Visitor Use Winter Study

## Visitors from California:

27% Shasta County  
27% Butte County  
7% Tehama County  
2% Plumas County

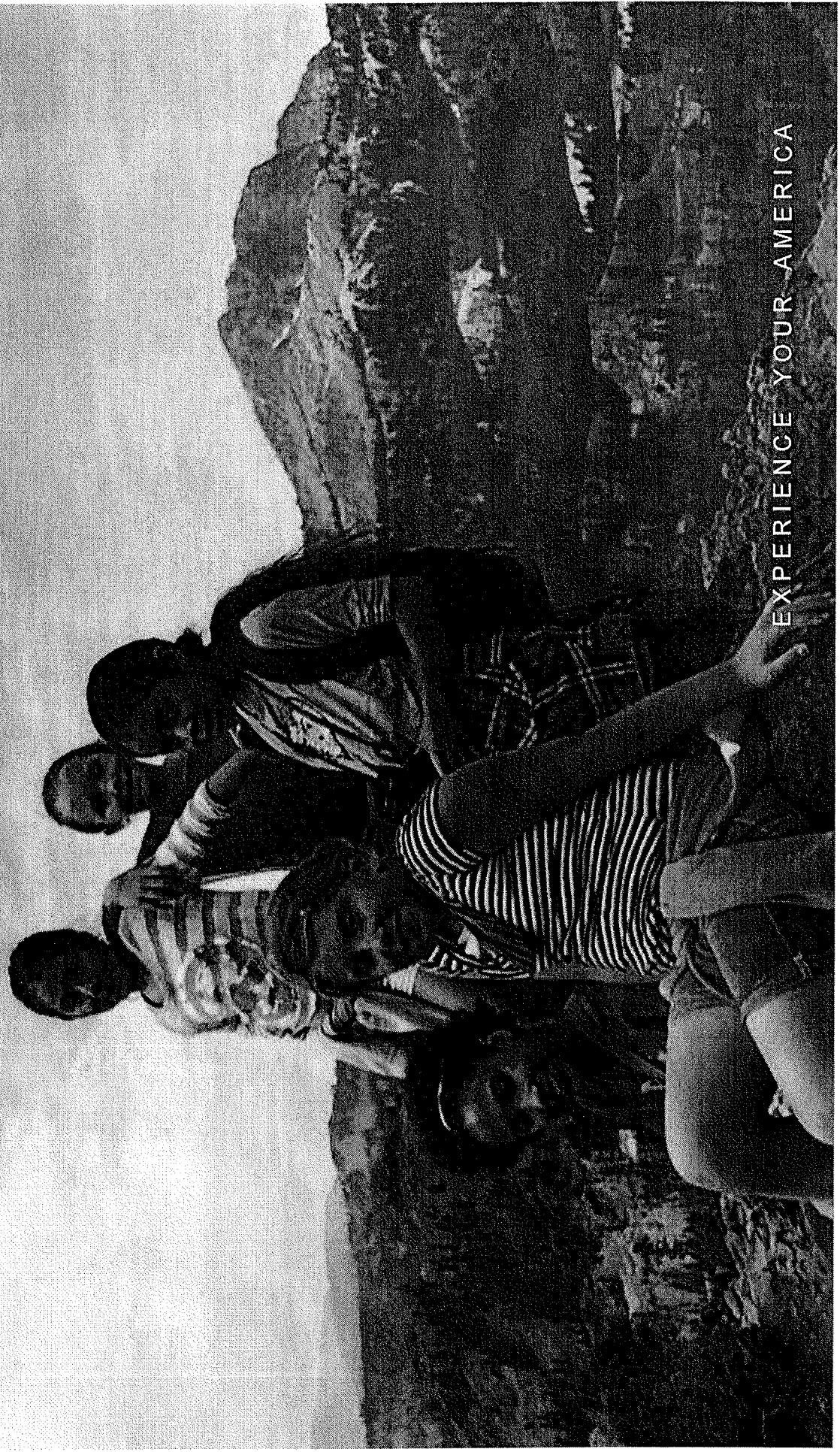


## Towns traveled through to arrive at Lassen:

44% Red Bluff  
30% Chico  
23% Redding  
22% Shingletown  
13% Chester

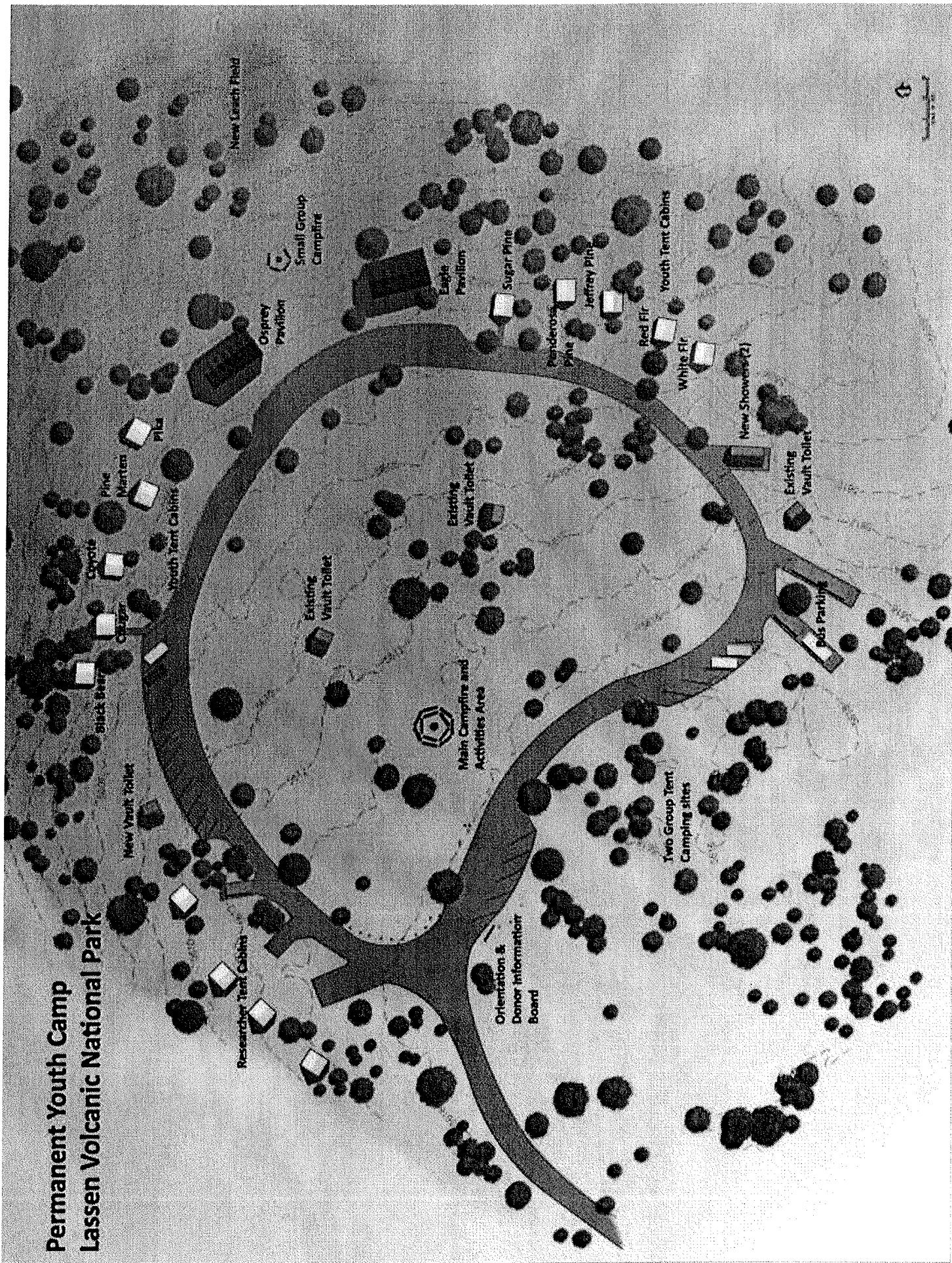
EXPERIENCE YOUR AMERICA

# Volcano Adventure Camp



EXPERIENCE YOUR AMERICA

# Permanent Youth Camp Lassen Volcanic National Park





# Happy Birthday Lassen and the National Park Service

## 2016 Centennial

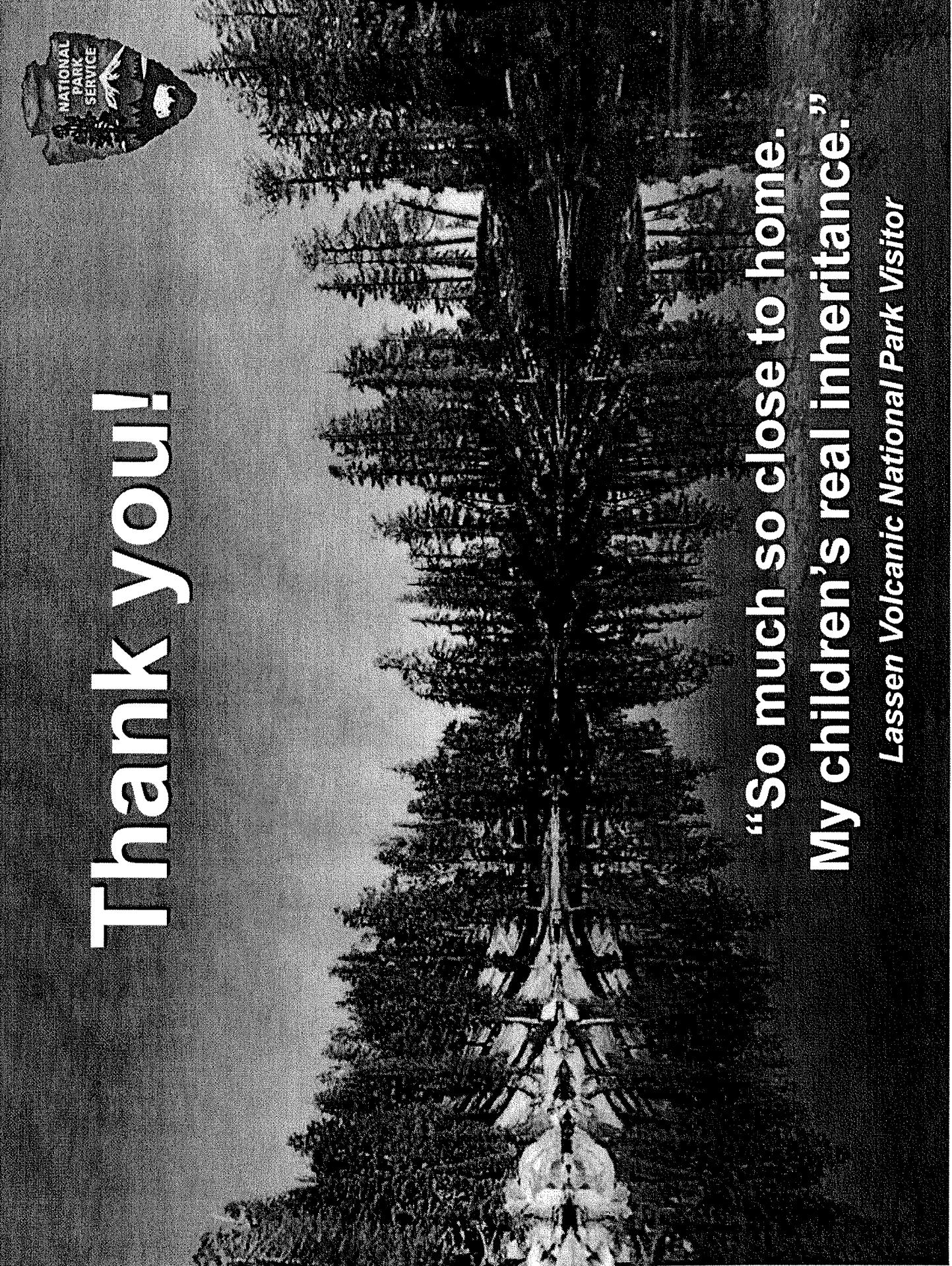
Year long events to include:

- Birthday party
- Night Sky dinner outdoors
- Honoring park hero's/founders
- Special commemorative coin
- Pendleton Blanket
- Gateway community day



Photo: Lassen Volcanic National Park, NPS

EXPERIENCE YOUR AMERICA



# Thank you!

**"So much so close to home.  
My children's real inheritance."**

*Lassen Volcanic National Park Visitor*



# BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JON KENNEDY, DISTRICT 5



March 04, 2014

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention: Permits Engineer

**Subject:** Encroachment Permit Request  
Community MultiSport Events  
• July 06, 2014 - Tri Graeagle Triathlon  
• July 27, 2014 - Graeagle Century  
• August 31, 2014 – Tri Graeagle Triathlon

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

9c

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)  
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

February 14, 2014

**TO: HONORABLE BOARD OF SUPERVISORS**

**FROM: JULIE A. WHITE**   
**COUNTY TREASURER/TAX COLLECTOR/COLLECTIONS ADMIN.**

**SUBJECT: AGENDA ITEM FOR MARCH 4, 2014: REQUEST RESOLUTION  
AUTHORIZING THE SALE OF TAX-DEFALTED PROPERTY SUBJECT TO THE  
POWER OF SALE**

**REQUEST:**

The Board adopts the resolution to authorize the sale of tax-defaulted property subject to the power of sale as outlined.

**BACKGROUND:**

The Tax Collector is required to periodically offer properties for sale at public auction that are 5 years tax default and have become subject to sale. Currently, there are 65 properties that are subject to sale.

In order to conduct a sale, it is necessary for the Board to approve the sale and minimum bids as established by the Tax Collector. I have attached the resolution for your approval. This action starts an intensive process commanded by the Revenue and Taxation Code of California to conduct a sale. It includes parties of interest searches, certified notices, official notices, personal contact in some instances, etc.

The public Internet auction will be held on May 10 - 13, 2014 to sell the properties listed in Exhibit "A" of the Resolution. Properties will be advertised by an Internet auction advertising website-Bid4Assets.com. All parcels that are not sold within the time set for the sale, under Revenue and Taxation Code Section 3692(e), may be re-offered for sale within ninety (90) days.

Bid4Assets.com specializes in advertising and selling government property and surplus sales on the Internet. The services it will provide include Internet and traditional marketing with links from other websites, newspapers, industry-specific advertising and promotion to its real estate bidder base of 20,000. Internet auction services are part of a package, which allows many more

people to participate in the auction than the conventional oral auction. Provisions will be made for the phone, mail, and FAX bids for those who don't have ready access to the Internet.

We have arranged to have the Internet auction together with other northern California counties to offer a regional tax sale. By joining with the other counties, the cost of having Bid4Assets' service is greatly reduced, and the properties can be advertised more effectively as a "regional" sale. The cost per parcel for Bid4Assets has been included in the minimum bids set in the Resolution.

I will be happy to answer any questions you may have regarding the tax sale. I request your approval of the Resolution.

Thank you.

## EXHIBIT "A"

ASSESSMENT NO.	ASSESSED OWNER	MINIMUM BID
1 008-330-014-000	BARNEY W. HARCHIS, ET AL 399 Genesee Indian Creek Road Genesee	\$ 40,150.00
2 010-260-005-000	GEORGE A. & JOANNE A. LAMBDIN 94938 Spring Drive Chilcoot	\$ 3,880.00
3 010-260-007-000	GEORGE A. & JOANNE A. LAMBDIN 95224 Sierra View Chilcoot	\$ 3,905.00
4 010-260-009-000	GEORGE A. & JOANNE A. LAMBDIN 95237 Sierra View Chilcoot	\$ 3,555.00
5 010-260-013-000	GEORGE A. & JOANNE A. LAMBDIN 95015 Half Mile Road Chilcoot	\$ 3,875.00
6 010-260-017-000	GEORGE A. & JOANNE A. LAMBDIN 94947 Lone Pine Road Chilcoot	\$ 3,875.00
7 011-223-006-000	DAN E. & KIM L. SNYDER, H/W 7355 Chester Warner Valley Road Warner Valley/Chester	\$ 4,105.00
8 028-020-005-000	JOHN E. & CAROL A. TURNER, H/W Grizzly Ranch	\$ 40,140.00
9 028-040-035-000	JOSEPH R. KRAUS 126 Sorrell Lane Grizzly Ranch	\$ 27,000.00
10 028-040-040-000	JOSEPH R. KRAUS 20 Sorrell Lane Grizzly Ranch	\$ 27,000.00
11 028-050-017-000	JOSEPH R. KRAUS 119 Peppergrass Lane Grizzly Ranch	\$ 29,000.00

12	100-161-020-000	GRG INC. 612 Pine Way Chester	\$ 11,170.00
13	103-320-012-000	MIKE CORNELL 191 Ponderosa Pine Lane Lake Almanor Peninsula	\$ 8,000.00
14	103-390-001-000	EQUITY TRUST CO, FBO CUSTODIAN Cathy E. Lees IRA 121 Fox Pine Drive Lake Almanor Peninsula	\$ 10,080.00
15	103-410-022-000	FOXWOOD COMMUNITY ASSOCIATION 19 Fox Paw Drive Lake Almanor Peninsula	\$ 13,885.00
16	104-292-001-000	DAVID PFLUM 3344 Hill Crest Drive Hamilton Branch, Lake Almanor	\$ 7,285.00
17	106-060-004-000	NICHOLAS C. & KIMBERLY TOMS 7640 Highway 147 Lake Almanor	\$ 22,905.00
18	106-060-005-000	NICHOLAS C. & KIMBERLY TOMS 7680 Highway 147 Lake Almanor	\$ 7,210.00
19	108-330-006-000	CHRIS MATTHEW BROWN 318 Top of the West Drive Lake Almanor West	\$ 8,615.00
20	108-330-007-000	CHRIS MATTHEW BROWN 314 Top of the West Drive Lake Almanor West	\$ 10,805.00
21	110-064-022-000	DONALD & DIANA BLEVINS, H/W 128 Church Street Greenville	\$ 3,895.00
22	112-190-017-000	CYNTHIA SANDOVAL 1260 Grizzly Loop Bucks Lake	\$ 8,295.00

23	117-031-004-000	MARY ANN DESSON 353 Bell Lane Quincy	\$	7,095.00
24	120-074-004-000	AUSTON & TARA LINFORD 4512 Portsmouth Street Taylorsville	\$	17,355.00
25	123-040-045-000	JOHNNIE RAY JOHNSON 69455 Meadow Mouse Road Mohawk Vista	\$	4,455.00
26	125-124-001-000	JOE & JULIE VERGARA, H/W 220 Cougar Way Portola	\$	5,825.00
27	125-124-002-000	JOE & JULIE VERGARA, H/W 650 Third Street Portola	\$	2,795.00
28	125-126-006-000	JOE & JULIE VERGARA, H/W 181 Bear Way Portola	\$	2,450.00
29	125-127-007-000	JOE & JULIE VERGARA, H/W 191 Cougar Way Portola	\$	1,245.00
30	125-127-008-000	JOE & JULIE VERGARA, H/W 725 Third Street Portola	\$	1,245.00
31	125-128-009-000	JOE & JULIE VERGARA, H/W 184 Cougar Way Portola	\$	925.00
32	125-128-010-000	JOE & JULIE VERGARA, H/W 174 Cougar Way Portola	\$	925.00
33	125-131-001-000	JOE & JULIE VERGARA, H/W 153 Bear Way Portola	\$	1,255.00
34	125-131-008-000	JOE & JULIE VERGARA, H/W 139 Bear Way	\$	1,235.00

## Portola

35	125-132-001-000	JOE & JULIE VERGARA, H/W 153 Cougar Way Portola	\$	1,310.00
36	125-132-006-000	JOE & JULIE VERGARA, H/W 750 Second Street Portola	\$	1,860.00
37	125-133-006-000	JOE & JULIE VERGARA, H/W 170 Cougar Way Portola	\$	1,455.00
38	125-136-001-000	JOE & JULIE VERGARA, H/W 838 Gardner Blvd. Portola	\$	1,365.00
39	125-138-004-000	JOE & JULIE VERGARA, H/W 755 Gardner Blvd. Portola	\$	6,065.00
40	125-138-005-000	JOE & JULIE VERGARA, H/W 74937 Highway 70 Portola	\$	10,505.00
41	125-169-007-000	MICHAEL W. & MARITZA CATALINA	\$	735.00
42	125-189-001-000	MICHAEL E. BERNARDI	\$	1,500.00
43	125-203-011-000	LA JOLLA LOANS, INC	\$	700.00
44	125-203-012-000	LA JOLLA LOANS, INC.	\$	700.00
45	125-203-014-000	LA JOLLA LOANS, INC.	\$	700.00
46	125-203-015-000	LA JOLLA LOANS, INC.	\$	700.00

47	125-210-001-000	MICHAEL BERNARDI	\$	1,865.00
48	125-223-002-000	BRIAN M. DEVINE	\$	2,000.00
49	125-223-006-000	JOE & JULIE VERGARA, H/W	\$	1,440.00
50	125-223-007-000	JOE & JULIE VERGARA, H/W	\$	1,440.00
51	125-226-001-000	JOE & JULIE VERGARA, H/W	\$	2,510.00
52	125-226-003-000	JOE & JULIE VERGARA, H/W	\$	1,310.00
53	125-226-004-000	JOE & JULIE VERGARA, H/W	\$	1,310.00
54	125-226-005-000	JOE & JULIE VERGARA, H/W	\$	1,310.00
55	125-392-009-000	DONALD & MICHELLE CREASEY 290 Delleker Drive Delleker	\$	6,705.00
56	126-093-004-000	JOSHUA P. HOLLAND	\$	1,000.00
57	126-125-004-000	FRANK R. & BEVERLY AIELLO, H/W	\$	2,300.00
58	126-146-001-000	DONALD ANDERSON	\$	500.00
59	126-161-008-000	LAURA L. SHIRLEY	\$	700.00
60	131-150-009-000	JOHN E. & CAROL A. TURNER, H/W 408 Sunburst Gold Mountain/Portola	\$	8,675.00

61	131-210-009-000	JOHN E. & CAROL A. TURNER, H/W 279 Red Sky Gold Mountain/Portola	\$ 9,360.00
62	131-280-004-000	JOHN E. & CAROL A. TURNER, H/W 250 Clouds Rest Gold Mountain/Portola	\$ 9,565.00
63	531-262-020-506	MARGARET EVANS, ET AL Gold Mountain/Portola	\$ 500.00
64	531-262-020-516	JEFFERY L. & TARA VANDERMATE Gold Mountain/Portola	\$ 500.00
65	531-262-020-524	MARGARET EVANS, ET AL Gold Mountain/Portola	\$ 500.00

9D

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
APPROVING THE AGREEMENT BETWEEN  
THE COUNTY OF PLUMAS AND THE CALIFORNIA SECRETARY OF STATE  
UNDER THE TERMS OF THE HELP AMERICA VOTE ACT OF 2002

COUNTY OF PLUMAS  
HAVA - Section 303 Funds

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration, and provide equal access voting opportunities for all voters; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002, and the purpose of this agreement is to provide the County of Plumas with federal funds, administered by the U.S. Election Assistance Commission, to assist the County in, or reimburse the County for, complying with the requirements of provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Section 303(a) of HAVA requires that each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level, that contains the name and registration information of every legally registered voter in the state.

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors

1. Authorizes the County to enter into an Agreement with the California Secretary of State; and
2. Certifies the County understands the assurances and certification in the Application form; and
3. Certifies the County has reviewed and understands the Application and procedures; and
4. Appoints the County Elections Officer to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreement, payment requests etc., which may be necessary for the completion of the aforementioned project.

I, the undersigned, hereby certify that the foregoing Resolution Number 2014 - \_\_\_\_\_ was duly adopted by the Plumas County Board of Supervisors following a roll call vote:

Ayes:

Noes:

Absent:

Date:

---

Nancy L. DaForno  
Clerk to the Board of Supervisors

Jon Kennedy  
Chair of the Board of Supervisors

**EXHIBIT A**  
**SCOPE OF WORK**

**A. NAME OF PROJECT**

This project shall be known as VoteCal Statewide Voter Registration System Project ("VoteCal").

**B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of Plumas ("County") with federal funds ("HAVA funds"), CFDA Number 90.401, administered by the U.S. Election Assistance Commission ("EAC"), to assist the County in, or reimburse the County for, complying with the requirements of Section 303 (a) of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Section 303(a) of HAVA requires that each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level that contains the name and registration information of every legally registered voter in the state.

The provisions of this Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 303(a).

The California Secretary of State's development of statewide voter registration system is known as VoteCal. The total VoteCal solution encompasses the VoteCal system, the remediated Election Management Systems ("EMS") modified to interface with the VoteCal system, and the new and revised voter registration business processes required to support VoteCal and HAVA compliance. Accordingly, VoteCal will impact county and state business processes, county and state voter registration systems, and a diversity of stakeholders, most significantly county elections officials and their staff and the Secretary of State ("SOS") Elections Division and Information Technology ("IT") Division staff.

This Agreement defines the types of County support activities necessary for the implementation of VoteCal and for which HAVA funds will be provided.

The VoteCal project team may establish recommendations or requirements for particular support activity events or sessions, such as: whether County participation is mandatory; the minimum number of staff required to participate; the maximum number of staff eligible to participate; the types of County staff recommended to participate (e.g., elections, IT, etc.); and, in some cases, the specific (individual) County staff to participate. The VoteCal project team will base such recommendations and requirements on factors such as the specific focus of the event, the number of such events planned, County or staff awareness of the project and SOS and county schedule and budget constraints.

County will be reimbursed only for participation in specific SOS-approved support activities.

The VoteCal project team will publish supplemental information prior to a SOS-approved support activity event or session providing additional details about the event to participants. This supplemental information may include, but is not limited to, event-specific information such as: event schedule and agenda (if applicable); type and number of staff requested and/or eligible to participate in the event; participants' responsibilities before, during and after the event; and, the type and extent of expenses that may be reimbursed for participation in the event.

The SOS-approved events will correspond to tasks planned, managed and conducted by members of the integrated VoteCal project team, which is comprised of the following four (4) solution teams: the SOS; the VoteCal system integrator, CGI Technologies and Solutions, Inc. ("CGI"); the DFM Associates ("DFM") EMS Remediation Services contractor; and, the Data Information Management Systems, LLC ("DIMS") EMS Remediation Services contractor. The VoteCal Project Director (or designee) will be the project contact for any questions about the County participation in any of the VoteCal support activities described herein.

EXHIBIT A  
SCOPE OF WORK

County support activities may include:

1. VoteCal Advisory Group Activities and Meetings. Attendance and participation in specific activities assigned to members of VoteCal advisory group(s) established to support the project's efforts. Members of such advisory groups will provide county or other stakeholder perspective and feedback on specific VoteCal topics, questions and concerns submitted to the advisory group by the VoteCal project team and, in some cases may forward county concerns to the project team for consideration. One such VoteCal advisory group has been established as of the time of this Agreement, the VoteCal Business Process Committee ("BPC"). The BPC is comprised of staff representing counties initially proposed by the SOS in conjunction with the California Association of Clerks and Elections Officials ("CACEO") in order to create a county advisory body membership representative of the diversity of California's county election officials' offices. The invited counties agreed to participate in the BPC with an understanding that the county representative designated by each member county is expected to represent the interests of California counties similar to their own county, not exclusively the needs of their specific county. The primary purpose of the VoteCal BPC is to evaluate project questions and concerns submitted by the VoteCal project team and to provide feedback and recommendations to the project team.

As a condition of participation in any VoteCal advisory group, County's staff will be expected to comply with all SOS and VoteCal Project policies related to confidentiality, privacy, use of the Internet and e-mail, sexual harassment, and political activities.

2. Requirements, Design and Solution Walk-through Sessions. The total VoteCal solution encompasses the VoteCal system, the remediated EMSs modified to interface with the VoteCal system, and the new and revised voter registration business processes required to support VoteCal and HAVA compliance as part of establishing single, statewide voter registration business process. In order to obtain and effectively manage county stakeholder input concerning the VoteCal solution, the project team will conduct walk-through, review and discussion sessions ("walk-through sessions") with designated county stakeholders at key points during the project. During the Planning and Design phases, these walk-through sessions may include, but not limited to: reviewing the VoteCal system requirements and high-level vision for modifying voter registration-related business processes and counties' EMSs to support those requirements; Fit-Gap analyses to assist in identifying the detailed requirements for revising the Data Information Management System (DIMS) and Election Information Management System (EIMS) EMSs to interface with VoteCal; VoteCal-EMS data standardization requirements and design; and, detailed design for remediating DIMS and DFM EMS respectively. One such Walk-through session was the VoteCal Solution Walk-through held on September 9th – 13th 2013, where selected counties received a multi-day presentation of VoteCal Solution and VoteCal plans. Walk-through sessions with county stakeholders may also extend into the Development and later project phases if needed.

These walk-through sessions may extend through the second quarter of calendar year 2015. To the extent feasible, County participants in such sessions will be expected to represent the interests of California counties similar to their own and not solely the needs of their respective counties.

These sessions will be designed to both provide information to and gather questions and feedback from county elections and IT staff participants. Participants may be asked to review project material in preparation for or as a follow-up to these sessions. The duration of each session will depend upon the information to be covered and will generally range from one (1) to five (5) business days. Most sessions will be conducted at the SOS main office in Sacramento; however, some sessions may be conducted elsewhere in the Sacramento area or in regional locations (e.g., at locations in northern, southern, eastern and western California). For a specific walk-through session, the VoteCal project team will propose which counties shall be requested to participate; may specify the maximum number of staff from each proposed county to attend; and, in some cases, may propose the specific county staff participants.

**EXHIBIT A**  
**SCOPE OF WORK**

If the County is selected to participate in a walkthrough sessions, County's employee representatives attending such sessions will be expected to comply with all SOS and VoteCal Project policies related to confidentiality, privacy, use of the Internet and e-mail, sexual harassment, and political activities.

County participants may be required to travel to participate in up to five (5) consecutive business days per session, which may also require overnight stays depending upon the location of the particular walk-through.

3. **VoteCal Solution Training.** All counties are expected to participate in VoteCal Solution training. The County is expected to assign elections staff as identified by the VoteCal project team to participate in, but is not limited to, regionally based VoteCal training sessions to learn the usage and operation of the remediated EMS and the revised and new voter registration business processes implemented as part of VoteCal. These regional training sessions will be conducted by EMS remediation services contractor staff and possibly other VoteCal project team members.
4. **VoteCal Solution Testing Support.** The County may be requested to participate in testing the remediated EMS and the interface between the remediated EMS and the VoteCal system in conjunction with VoteCal project team members and other SOS staff. This testing may also include conducting elements of User Acceptance Testing (UAT) of the VoteCal Solution (formal end-to-end testing) in conjunction with SOS Elections Division staff.
5. **Data Conversion and Implementation.** County will assign their elections staff (and IT staff as needed) to participate in data conversion, format and accuracy verification, and correction activities prior to upload of County data to the centralized statewide database. VoteCal anticipates that the majority of the work performed in support of this type of VoteCal support activity will take place at the County's office and will include, but not be limited to: reviewing data samples for data format, accuracy and other errors that might occur when County data is converted or migrated into the VoteCal-compliant database structure; correcting such errors when detected; revalidating final versions of County data prior to its upload to VoteCal; and, other support required to support the County's deployment to the remediated EMS and VoteCal.

This type of support may also include County staff attendance and participation in brief, informational and information-gathering workshops, presentations and meetings conducted when needed for purposes of educating project stakeholders about implementing VoteCal, facilitating organizational change, transition planning, and assisting the integrated VoteCal project team to gather as well as disseminate information essential to the successful implementation of VoteCal. The method for and location of this type of VoteCal support activity will vary depending upon the intended audience and purpose of the workshop and meeting (e.g., may be conducted in a county or regional location or within the SOS main office in Sacramento) and may be conducted with "in-person" presenters and attendees or electronically (e.g., via Web-Ex session) or utilizing some mixture of the two.

County may need to modify some in-house voter registration-related procedures to accommodate the single statewide voter registration business process required for VoteCal. While VoteCal will not reimburse County for staff time required to modify existing or develop new procedures, the VoteCal project team may provide County with general guidelines for such modification of procedures where appropriate.

EXHIBIT A  
SCOPE OF WORK

C. PROJECT CONTACTS

For contract administration purposes, the program representatives during the term of Agreement will be:

For County: Kathleen Williams 520 Main Street Room 102 Quincy, CA 95971	For State: Secretary of State Contract Services 1500 11 <sup>th</sup> Street Room 460 Sacramento, CA 95814
Phone: (530) 283-6255	Phone: (916) 653-5974

For contract management purposes, the program representatives during the term of Agreement will be:

For County: Kathleen Williams 520 Main Street Room 102 Quincy, CA 95971	For State: Karey Hart, VoteCal Project Contract Manager California Secretary of State 1500 11 <sup>th</sup> Street Sacramento, CA 95814
Phone: (530) 283-6255	Phone: (916) 653-4630 Fax: (916) 653-5634

For VoteCal Project management purposes, the program representatives during the term of Agreement will be:

For County: Kathleen Williams 520 Main Street Room 102 Quincy, CA 95971	For State: Irene Wei, VoteCal Project Director California Secretary of State 1500 11 <sup>th</sup> Street Sacramento, CA 95814
Phone: (530) 283-6255	Phone: (916) 651-7288 Fax: (916) 653-5634

D. USE OF FUNDS

Any HAVA funds received pursuant to this program shall be used by County only for County's participation in SOS-approved events associated with the types of support activities described in Exhibit A – Scope of Work. As stated earlier in this Agreement, the VoteCal project will publish supplemental information to participants prior to conducting any SOS-approved event to provide additional event-specific information including information about the type and extent of expenses that may be reimbursed by VoteCal to any county participating in the event. For those expenses that VoteCal designates as reimbursable, the following general guidelines apply:

1. When VoteCal designates that transportation expense is a necessary and appropriate reimbursable expense for transportation to and from an event, rates for transportation expenses may not exceed the rates and conditions established by the California Department of Human Resources ("CalHR") <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> or the normal county reimbursement rate, whichever is lower. Travel shall be inclusive of lodging if County's representatives must stay overnight to participate in a session and depending upon the location of the County and the support activity event or session. Reimbursement for transportation, travel and meal expenses may not exceed the rates and conditions established by the CalHR or the normal County reimbursement rate, whichever is lower. All travel and meal expenses must be substantiated with receipts.

**EXHIBIT A**  
**SCOPE OF WORK**

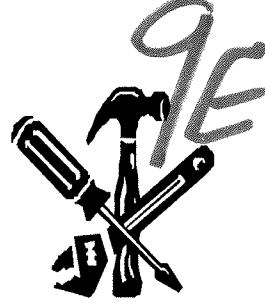
2. When VoteCal designates that County staff time expense is a necessary and appropriate reimbursable expense for participation in an event, County will be reimbursed the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for the County staff participating in the SOS-approved event. Such reimbursement will be at the employee's normal hourly rate or prorated salary, plus benefit expenses and payroll taxes for the actual hours participating in the event.

No reimbursement will be paid to County for indirect or overhead costs distributed to County for administrative support services that may be associated with this Agreement.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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



Donald Sawchuk  
Director

Date: March 3, 2014

To: Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject: Lease Agreement for the Rodeo Grounds between Plumas County and the Indian Valley Riding & Roping Club.**

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### Background

It is requested that the Board approve the Lease Agreement for the Rodeo Grounds with Indian Valley Riding & Roping Club. The club has used these premises for approximately 65 years and has had similar agreements with the county.

### Recommendation

Authorize and execute the Lease Agreement for the Rodeo Grounds between Plumas County and the Indian Valley Riding & Roping Club.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



# Office of the Sheriff

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

9F1

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** February 19, 2014  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of March 4, 2014

**It is recommended that the Board:**

Approve and sign contract #PCSO00015 between the Plumas County Sheriff's Office (PCSO) and Dale Harris, DDS in the amount of \$25,000.

**Background and Discussion:**

The term of this contract is 03/16/14 – 03/15/15. This purpose of this agreement with Dale Harris, DDS is to provide dental services to Jail inmates as required by law.

Agreement has been approved as to form by County Counsel.

PROFESSIONAL SERVICES AGREEMENT  
FOR  
DENTAL SERVICES

THIS AGREEMENT is made and entered into this 16th day of March, 2014 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Dale Harris, DDS, an individual ("Contractor").

**WITNESSETH:**

**WHEREAS**, County proposes to have Contractor perform dental services for inmates at the Plumas County Correctional Center as described herein below; and

**WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, County and Contractor desire to contract for these specific services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

**WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

SM COUNTY INITIALS

CONTRACTOR INITIALS

services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

2.2 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.

2.3. Additional Services. Contractor shall not receive compensation for any services

provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and end on March 15, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for

professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving

the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Dale Harris, DDS  
78 Central Ave.  
Quincy, CA 95971

Tel: (530) 283-0980

IF TO COUNTY:

County of Plumas  
1400 E. Main St.  
Quincy, CA 95971

Tel: (530) 283-6361  
Attn: Roni Towery

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court.

Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the

disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.25. Contract Superceded. As of the Effective Date, this contract supercedes and replaces in its entirety that certain Standard Services Agreement between the County and Contractor with an effective date of March 16, 2011. Such Standard Services Agreement shall be considered immediately terminated as of the Effective Date by mutual agreement of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,  
A political subdivision of the State of California

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

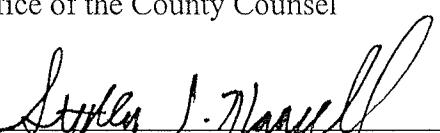
Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Dale Harris, DDS

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Counsel

  
\_\_\_\_\_  
Stephen L. Mansell, Deputy County Counsel

Date: 2/18/14

## EXHIBIT A

### SCOPE OF WORK AND FEE SCHEDULE

1. Provide dental services to inmates at the Plumas County Correctional Center. Such services shall be on an as-needed basis upon request of the County. County shall contact Contractor's office to schedule services under this Agreement. Inmates will be transported to the Contractor's office at the expense of the County.
2. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that particular service:

Oral evaluation (exam): \$62  
Intra Oral X-Rays (each): \$26  
Panographic X-Ray (whole mouth): \$95  
Simple extraction: \$121  
Surgical extraction: \$235  
Silver filling: \$155  
Composite filling (white): \$180  
Mouth debridement (scale) of teeth: \$80  
Root canal treatment: \$625  
Emergency after hours (office visit): \$130

3. Contractor shall provide an estimate for denture work and tooth replacement upon request of the County.



# Office of the Sheriff

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

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FD

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** February 18, 2014  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood A handwritten signature in black ink, appearing to read "Greg Hagwood".  
**RE:** Agenda Items for the meeting of March 4, 2014

**It is recommended that the Board:**

Approve and sign amendment to contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Horton Tire Center increasing the agreement to \$15,000.

**Background and Discussion:**

The term of this contract is 05/01/13 – 04/30/14. This purpose of this amendment is to increase the amount of the agreement from \$9,999 to \$15,000. This increase is necessary because the expenses have been higher than anticipated.

A copy of the original agreement is on file with the Clerk of the Board.

There are no other changes to the service agreement.

Agreement has been approved as to form by County Counsel.

**FIRST AMENDMENT TO AGREEMENT**

**BY AND BETWEEN**

**PLUMAS COUNTY AND RSH, INC.**

This First Amendment to Agreement ("Amendment") is made on February 18, 2014, between the COUNTY OF PLUMAS, a political subdivision of the State of California ("COUNTY"), and RSH, Inc., California corporation, doing business as Horton Tires ("CONTRACTOR"), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated May 1, 2013 – April 30, 2014, (the "Agreement"), in which CONTRACTOR agreed to provide auto repair services to COUNTY.
  - b. Because the COUNTY requires a greater amount of services from CONTRACTOR than originally anticipated, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Section 2 is amended in its entirety to read as follows:

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 Fifteen Thousand Dollars and 00/100 (\$15,000.00).

[Continued on following page]

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 1, 2013 – April 30, 2014, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

RSH, Inc., a California corporation, doing business as Horton Tires

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

Name: Ron Horton

Title:

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

Name: Stephanie Horton

Title:

**COUNTY:**

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

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

Name: Greg Hagwood

Title: Sheriff

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

Name: Jon Kennedy

Title: Chair, Board of Supervisors

Approved as to form:

Plumas County Counsel

By: Stephen L. Mansell 2/10/14  
Stephen L. Mansell  
Deputy County Counsel



# Office of the Sheriff 9F3

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** February 19, 2014  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of March 4, 2013

**It is recommended that the Board:**

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit B - FY 2014 Controlled Substance Annual Operating and Financial Plan - Plumas and Lassen National Forests in the amount of \$13,000.

**Background and Discussion:**

The Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Department and the U.S. Department of Agriculture, Forest Service, Plumas National Forest #: 11-LE-11051360-206 is effective through September 30, 2015, at which time it will expire unless renewed. The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit B will be in effect from October 1, 2013 through September 30, 2014. Exhibit B is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for controlled substance operations on National Forest System lands (Exhibit B). The USFS reimburses the Sheriff's Office for controlled substance operations performed under the agreement on National Forest System lands.

Agreement has been approved as to form by County Counsel.



FS Agreement No. 11-LE-11051360-206  
Cooperator Agreement No. \_\_\_\_\_  
Modification No. 007

## EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN &  
FINANCIAL PLAN  
Between The  
PLUMAS COUNTY SHERIFF'S DEPARTMENT  
And the  
USDA, FOREST SERVICE  
PLUMAS and LASSEN NATIONAL FORESTS

2014 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Plumas County Sheriff's Department, hereinafter referred to as "PCS," and the USDA, Forest Service, Plumas and Lassen National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-206 executed on August 19, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

Previous Year Unexpended Funds: \$0.00

Current FY-14 Year Obligation: \$13,000

**FY-2014 Total Annual Operating Plan: \$13,000**

### I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Greg Hagwood, Sheriff Plumas County 1400 East Main Street Quincy, CA 95971-9402 Telephone: 530-283-6300 FAX: 530-283-6344 Email: <a href="mailto:ghagwood@pcso.net">ghagwood@pcso.net</a>	Roni Towery Plumas County Sheriff's Office 1400 East Main Street Quincy, CA 95971-9402 Telephone: 530-283-6375 FAX: 530-283-6344 Email: <a href="mailto:roni@pcso.net">roni@pcso.net</a>



Cooperator Alternate Contact
Steve Peay, Detective Plumas County Sheriff's Office 1400 East Main Street Quincy, CA 95971-9402 530-283-6363 FAX: 530-283-6344 email: <a href="mailto:speay@pcso.net">speay@pcso.net</a>

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Scott McIntyre, Special Agent Plumas National Forest, Feather River Ranger District 875 Mitchell Avenue Oroville, CA 95965-4699 Cell: 530-721-0739 Email: <a href="mailto:spmcintyre@fs.fed.us">spmcintyre@fs.fed.us</a>	Gerri Bordash, Law Enforcement Assistant, Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-8666 FAX: 707-562-9031 Email: <a href="mailto:gbordash@fs.fed.us">gbordash@fs.fed.us</a>

U.S. Forest Service Program Coordinator Contact
Daryl Rush, Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-9155 Cell: 530-949-8077 FAX: 707-562-9031 Email: <a href="mailto:drush@fs.fed.us">drush@fs.fed.us</a>

**II. CONTROLLED SUBSTANCE OPERATIONS**

Pursuant to IV- I of Agreement No. 11-LE-11051360-206, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:



A. The U.S. Forest Service agrees:

1. To reimburse PCS for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
  - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
  - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.
2. To reimburse PCS for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
  - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
  - b. Apprehension of persons suspected of producing or trafficking controlled substances.
  - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
  - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse PCS for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

**Note:** PCS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse PCS for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.



Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. PCS agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
  - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
  - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
  - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and PCS mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to PCS under this agreement;

Salary (base)	\$47.00 per hour,
Reserves Salary (base)	\$25.00 per hour,
Salary (overtime)	\$ base + 1/2 per hour,
Per diem costs	\$42/M&IE + \$60/Lodging,
Travel (mileage and fares)	\$0.565 (4WD) & \$0.36 (2WD) per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of PCS that may be reimbursed may not exceed.... \$13,000. The total expenditures for item A.4 may not exceed..... 10% of the total allocation.

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.

**III. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

PCS will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

a. Mail copies of itemized billing statements (Attachment A) to:

Gerri Bordash, LEA Pacific Southwest Regional Office - LEI 1323 Club Drive Vallejo, CA 94592	<u>Send photo copy to:</u> Scott McIntyre, Special Agent Plumas National Forest Feather River Ranger District 875 Mitchell Avenue Oroville, CA 95965-4699
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b. Send hard copy invoices to:

U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101 B Sun Ave NE  
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: [ASC\\_GA@fs.fed.us](mailto:ASC_GA@fs.fed.us)

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2014 in order to receive payment.

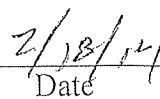
d. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) for the verification of the EFT (Electronic Funds Transfer) banking information.

**Job Code: NFL0514 1360 \$13,000**

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



  
GREG HAGWOOD, Sheriff  
Plumas County, CA

  
Date

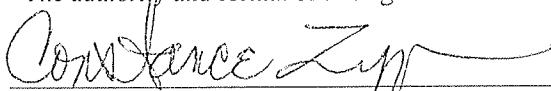
Chairman, Board of Supervisors  
Plumas County, CA

Date

SCOTT HARRIS, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement has been reviewed and approved for signature.

  
CONSTANCE ZIPPERER

  
Date

U.S. Forest Service, Pacific Southwest Region  
Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Approved as to form.

  
Steven J. Maxwell, Deputy  
COUNTY COUNSEL  
2/13/14



# Office of the Sheriff

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

9F4

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** February 19, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Items for the meeting of March 4, 2014

**It is recommended that the Board:**

Approve and sign contract #PCSO00040 between the Plumas County Sheriff's Office (PCSO) and Little Norway Marine Service in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 05/01/13 – 04/30/14. This purpose of this agreement with Little Norway Marine Service is to provide service to the Sheriff's boats.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and LITTLE NORWAY MARINE SERVICE, a general partnership, (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 Twenty Thousand and No/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from May 1, 2014 through April 30, 2015, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
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 conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
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 Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Little Norway Marine Service  
3718 Big Springs Rd.  
Lake Almanor, CA 96137  
Attention: Keith Peterson

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.

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

**CONTRACTOR:**

Little Norway Marine Service

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

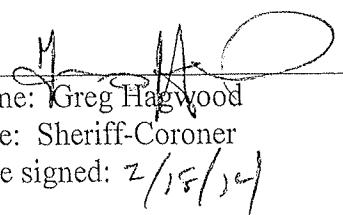
Name: Keith Peterson

Title: General Partner

Date signed:

**COUNTY:**

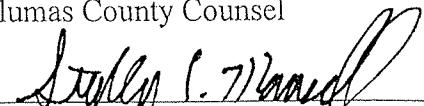
County of Plumas, a political subdivision of the State of California

By:   
Name: Greg Hagwood  
Title: Sheriff-Coroner  
Date signed: 2/18/14

By: \_\_\_\_\_  
Name:  
Title: Chair, Board of Supervisors  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel

  
Stephen L. Mansell  
Deputy County Counsel  
Date signed: 2/13/14

SM COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

## EXHIBIT A

### Scope of Work

1. Provide general marine repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Tune-up service.
  - b. Outdrive and sterndrive and replacement.
  - c. Engine repair and replacement.
  - d. Fluid changes.
  - e. Alternator/starter replacement.
  - f. Battery sales and replacement.
  - g. Electrical diagnostics and wiring.
  - h. Fuel and exhausts systems repair.
  - i. Power steering repair (pumps/services).
  - j. Coolant flush.
  - k. Heat exchanger replacement.
  - l. Heads & valves repair and replacement.
  - m. Driveshaft and axles replacement.
  - n. Diagnostics, including driveability and mechanical repairs.
  - o. Scheduled service, maintenance & repairs as needed.
2. All Work shall be provided in accordance with industry standards for high-quality marine repairs.