

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF FEBRUARY 16, 2016 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**

### **1. 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) FAIR**

Approve and authorize the Fair Manager to sign Lease Agreement between County of Plumas and Caron Chance, dba Back Door Catering; approved as to form by County Counsel

#### **B) SHERIFF**

Approve and authorize the Chair to sign contract between County of Plumas and PropertyRoom.com to sell all unclaimed evidence, asset forfeiture property and County property deemed to be auctioned; approved as to form by County Counsel

#### **C) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign the following MOU's between Public Health and Mental Health; A&D1516MSHA of \$16,000; A&D1516SAPT of \$64,422; and A&D1516FNL of \$6,000 for Alcohol & Other Drug Prevention Services; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Amendment No. 2 to extend Agreement #NORCAL-MADDY with Northern California Emergency Medical Services for the administration of the Emergency Medical Services Fund (aka Maddy Fund) through June 30, 2017; approved as to form by County Counsel

2. **ALLIANCE FOR WORKFORCE DEVELOPMENT** – Traci Holt  
Report and update on activities of the Alliance for Workforce Development

3. **DEPARTMENTAL MATTERS**

- A) **SHERIFF** – Greg Hagwood  
Authorize the Sheriff to rescind the letter of termination for Dispatch services to Beckwourth Fire Protection District; discussion and possible action
- B) **MANAGEMENT COUNCIL** – Dony Sawchuk  
Executive report for February 2016
- C) **SOCIAL SERVICES** – Elliott Smart
  - 1) Approve and authorize the Director of Social Services and the Chair of the Child Abuse Prevention Council to sign Memorandum of Understanding (MOU) describing the terms and conditions under which funds that are controlled by §103625 of the California Health & Safety Code are administered; approved as to form by County Counsel
  - 2) Presentation of Social Services Trends Report for quarter ending December 31, 2015
- D) **PUBLIC WORKS** – Robert Perreault  
Adopt **ORDINANCE**, first introduced on February 09, 2016, Amending Sections of Chapter 6 of Title 5 of the Plumas County Code Concerning Outdoor Festivals. **Roll call vote**

4. **MEMBER OF THE PUBLIC** – Dwight Ceresola  
Placement of Ad Valorum Taxes and Special Taxes on Property Tax bill following annexation by a special district; discussion and possible direction to staff

5. **BOARD OF SUPERVISORS**

- A. Authorize payment of \$500 for Annual Membership Dues – Sustainable Forest Action Coalition; discussion and possible action
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

1:00 P.M. **AFTERNOON SESSION**

6. **BOARD OF SUPERVISORS**  
Presentation by Budget Consultant: FY 2015-2016 Mid-Year Budget Review; discussion and possible action

7. **AUDITOR/CONTROLLER** – Roberta Allen  
Authorize the Auditor/Controller to approve and process budget transfers from various county departments pursuant to the FY 2015-2016 Mid-Year budget review; discussion and possible action

## **8. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Director of Public Health
- B. Personnel: Public employee performance evaluation – Museum Director
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. 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 01, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.

1A



**204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431**  
johnsteffanic@countyofplumas.com www.plumas-sierracountyfair.net

MEMORANDUM

DATE: February 2, 2016

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Board Agenda Request

It is recommended that the Board:

1. Approve a lease between Caron Chance, dba Back Door Catering and the Plumas Sierra County Fairgrounds.

Background and Discussion:

The lease with Caron Chance, dba Back Door Catering requires the approval of the Board of Supervisors. It has been reviewed and approved at to form by County Counsel.

Thank you for your consideration,

John Steffanic  
Fair Manager

## LEASE AGREEMENT

This Lease agreement ("Lease"), entered into effective July 1, 2016, by and between COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and CARON CHANCE and KENNY CHANCE, a married couple, doing business as Back Door Catering ("Tenant"), provides as follows:

County warrants and represents that it owns that certain parcel of land located in Quincy, California, in the County of Plumas, commonly known as the Plumas-Sierra County Fairgrounds ("Parcel") and the multipurpose building located on that parcel commonly referred to as the Mineral Building ("Building"); and

County wishes to lease to Tenant, and Tenant wishes to lease from County, under the terms and conditions of this Lease, the kitchen area in the Building;

Therefore, the parties agree as follows:

1. The Premises. County hereby agrees to lease to Tenant, and Tenant hereby leases from County, the following described premises (the "Premises"):

That certain floor space on the first floor of the Building, as indicated on Exhibit "A" attached hereto and made a part of this lease for description purposes, more commonly known as the Mineral Building Kitchen. Tenant is granted the right at all times during the term of this Lease to the nonexclusive use of the common corridors and hallways, stairwells, elevators, restrooms, and other public or common areas located on the Parcel. County, however, has the sole discretion to determine the manner in which those public and common areas are maintained and operated, and Tenant agrees to follow any and all rules and regulations promulgated by County with respect to the usage of such public and common areas.

- a. The Premises shall be leased to Tenant in its "as-is" condition, and County shall not be required to construct any improvements in, or provide any tenant improvement allowance for, the Premises.
- b. Notwithstanding anything to the contrary in this Lease, the County shall have the right to access the Premises at any time for any reason so long as such access does not unreasonably interfere with the conduct of Tenant's business.
2. Term. The term of this lease shall commence on July 1, 2016, and shall end on June 30, 2019, unless sooner terminated as provided in this Lease.
3. Rent. Tenant agrees to pay County a minimum monthly rent during the term of this Lease in the amount of Five Hundred and No/100 Dollars (\$500.00) per month for every month except July of each year, for which the monthly rent shall be One Hundred and No/100 Dollars (\$100.00), payable in advance on the first day of each month during the term of this

Lease, with payments to be made by personal delivery or mailing by U.S. Mail to County's office, postmarked not later than the first day of each month during the term of this lease. This rent is composed of a charge of Fifty and No/100 Dollars (\$50.00) per month for electricity with the remainder per month for usage of the space.

- a. A late charge of Twenty-Five and No/100 Dollars (\$25.00) shall be paid as additional rental for any rental payment hand delivered or received more than five (5) days after the first day of any calendar month during the term of this lease. Any checks not paid by the Bank upon first presentment shall not constitute payment of any of the sums due under this lease.

4. Intentionally Omitted.
5. Intentionally Omitted.
6. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To County at: Plumas-Sierra County Fair, 204 Fairgrounds Road, Quincy, CA 95971, Attn: Fair & Event Center Manager

To Tenant at: Caron Chance, P.O. Box 3663, Quincy, CA 95971

7. Parking. It is agreed that Tenant, its agents, servants, employees, customers, guests, and invitees, shall have the non-exclusive right to park without charge, throughout the original term of this lease and any renewal term, one (1) automobile in the parking lot adjacent to the Building.
  - a. Tenant agrees not to hinder the use of the remaining parking places, which are reserved for the use of the County and the tenants of the remaining leased space in the Building.
8. Possession. County promises to place Tenant in peaceful possession of the Premises, and Tenant, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition, except as noted on Exhibit "B", attached to and made a part of this Lease.
9. Use. Tenant shall use the Premises as a kitchen for a catering business, and shall not use or permit the Premises to be used for any other purpose. Tenant agrees that no use consuming abnormally high utility or other service costs shall be permitted in the Premises.
  - b. Tenant shall not engage in the direct sales of food products or other goods on the Premises or the Parcel. Tenant shall use the Premises only for the preparation of food products for delivery and consumption outside the Parcel. Notwithstanding the foregoing, Tenant may, with the prior written consent of the County which may be

withheld for any reason or no reason, provide catering services similar to those services provided to clients outside the Parcel to the County or to third parties using any portion of the Parcel for a County-authorized event.

10. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction thereover, which may be necessary for the conduct of its business in the Premises. Without limiting the generality of the foregoing, Tenant shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises for the purposes leased hereunder. Tenant shall defend, indemnify, and hold County harmless from and against any claims, penalties, losses, damages or expenses imposed by reason of Tenant's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.
11. Alterations by Tenant. Tenant agrees that Tenant will make no alterations to the Premises without the prior written consent of the County.
12. Hazards. Tenant shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by County's insurance policies.
  - a. Tenant shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
  - b. Tenant shall not use any apparatus, machinery or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
  - b. Tenant further agrees Tenant will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of County.
  - c. Tenant shall not cause or permit any Hazardous Material, as defined below, to be generated, brought onto, used, stored, or disposed of in or about the Premises or the Building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes,

ordinances, and regulations in effect during the term of the Lease that relate to public health and safety and protection of the environment.

d. "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes: (i) any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); (ii) "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); (iii) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect); (iv) petroleum products; (v) radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

13. Care of the Premises. Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term.

14. Indemnification. County shall not be liable to Tenant or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on or about the Premises and any improvement thereon, and Tenant shall indemnify and hold harmless County and its officers, agents and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys' fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any person whomsoever resulting from the acts, omissions or negligence of Tenant, Tenant's officers, agents, contractors, permittees or employees with respect to use of or Tenant's obligation to maintain the Premises and any improvements thereon.. The indemnification provided in this paragraph may not be construed or interpreted as in any way restricting, limiting, or modifying Tenant's insurance or other obligations under this Lease and is independent of Tenant's insurance and other obligations. Tenant's compliance with the insurance requirements and other obligations under this Lease shall not in any way restrict, limit, or modify Tenant's indemnification obligations under this Lease.

15. Insurance. Tenant shall obtain insurance coverage beginning on the effective date and continuing through the entire Lease term. The acceptable insurance shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (ii) property insurance against all risks of loss to any tenant improvements or betterments.

- a. Tenant shall maintain limits no less than One Million and no/100ths Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or any other form with a general aggregate limit is used, either the general aggregate limit shall apply separate to this Lease or the general aggregate limit shall be twice the required occurrence limit.
- b. Any deductibles or self-insured retention must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers; or Tenant shall provide a financial guaranty satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. The general liability policy is to contain, or be endorsed to contain, the following provisions: (i) County, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of that part of the Premises leased to Tenant; (ii) Tenant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Tenant's insurance and shall not contribute with it; and (iii) each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by mail, or after ten (10) days prior written notice by mail if cancellation is due to non-payment of premium, has been given to County.
- d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
- e. Tenant shall furnish County with original certificates and amendatory endorsements effecting coverage required by this paragraph. All certificates and endorsements are to be received and approved by County before any work or improvements or alterations to the Premises commence, or prior to Tenant's taking possession of the Premises, whichever comes first. 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.
- f. Tenant agrees that County shall be entitled to post any notice of non liability required by its insurance carrier or mortgagee in a space that complies with any ordinance or insurance policy approved by the State Board of Insurance, throughout the term of this lease.

16. County's Right to Inspect. Tenant agrees to permit County and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the County is responsible or feels necessary for the safety and preservation of the Premises or for the

performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.

17. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Tenant shall be and remain the property of Tenant, and County agrees that Tenant shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Tenant agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.
18. Repairs and Maintenance. County agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 7, the Parcel on which the Premises are located, the Building in which the premises are located, and the Premises, and every part of them, in good condition, except that Tenant shall make any repairs or replacements necessitated by damage caused by the Tenant or its employees, agents, invitees, or visitors. Provided, however, if Tenant fails to make any such repairs or replacements promptly, County may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Tenant, and Tenant shall repay the cost of the repairs or replacements to County on demand.
19. Utilities. County agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, air conditioning, replacement light tubes, trash removal service, and sewage disposal service, in such quantities and at such times as is necessary to Tenant's comfortable and reasonable use of the Premises, from 8 a.m. to 6 p.m., Monday through Saturday. These services will not be provided on Sundays, New Year's Day, July 4th, Labor Day, Thanksgiving, Christmas, or any other nationally recognized holidays.
20. Utility Interruption. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building (a "Utility Interruption"), County shall use reasonable diligence to restore the utility or service. However, any such Utility Interruption, if restored within a reasonable time, shall not entitle Tenant to be relieved from any of its obligations under this Lease, or grant Tenant the right of set-off or recoupment of rent, or be considered a breach by County, or entitle Tenant to any damages. Tenant shall be entitled to an abatement of rent for any period of Utility Interruption lasting longer than two (2) business days, but only if such Utility Interruption renders the Premises unfit for the conduct of Tenant's business. If a Utility Interruption occurs that entitles Tenant to an abatement of rent under this paragraph, and the County is unable or unwilling to restore the utility or service, the County shall have the right to elect to terminate this Lease upon written notice to Tenant as of the date of the Utility Interruption, and following such termination neither party shall incur any further obligations under this Lease.
21. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by earthquake, fire or other casualty, County shall have the option to either repair or terminate the Lease. County shall

notify Tenant within thirty (30) days of the date of the damage whether County elects to repair or terminate the Lease. If County elects to terminate the Lease, the Lease shall be deemed terminated as of the date of damage. If County elects to repair, County shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at County's expense, to the condition in which the premises existed immediately prior to the damage or destruction. If the damage does not render the Premises unfit for the conduct of Tenant's business, there shall be no abatement of rent during the period of repair. If the damage renders the Premises, in whole or in part, unfit for the conduct of Tenant's business, and the damage was not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, and provided that Tenant is not then in default under this Lease, Tenant shall be provided with a proportionate abatement of rent based on the rentable square footage of the Premises rendered unusable (due to physical damage to the Premises or the Building or the unavailability of access to the Premises).

22. Condemnation. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, (c) the conveyance of any interest in the Premises by the County or the Tenant to a public or quasi public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn, and (d) the decision by the Board of Supervisors of the County to change the use of the Premises, Building, or Parcel in a way that is no longer compatible with Tenant's continued occupation of the Premises, including a decision to allow any County agency or department to occupy the Premises, in whole or in part. In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either County or Tenant as of the date title or actual possession vests in the condemnor, whichever first occurs, or the date set by the Board of Supervisors of the County for the change of use of the Building or Parcel, as applicable, and rent under this Lease shall be payable only to that date. County shall return to Tenant any rent paid beyond that date. County shall give Tenant written notice promptly after receiving notice of any contemplated condemnation and Tenant shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Tenant in the ordinary conduct of its business or will in Tenant's opinion injure Tenant's business.
23. Assignment and Subletting. Tenant may not sublease or assign all or any portion of the Premises without County's prior written consent, which shall not be unreasonably withheld. Reasonable grounds for denying consent include, but are not limited to, any of the following: (i) transferee's character, reputation, credit history, business, or proposed use is not consistent with the character or quality of the Building; (ii) transferee's intended use of the Premises is inconsistent with the permitted use as stated in paragraph 9 or will materially and adversely affect County's interest; (iii) transferee's financial condition is or may be inadequate to support the obligations under the Lease; or (iv) the transfer would cause County to violate another lease or agreement to which County is a party or would give a Building tenant the right to cancel its lease. Sale of Tenant's business to an individual or entity other than Caron Chance or Kenny Chance shall constitute an assignment under this

paragraph. Should the County provide written consent to an assignment or sublease, the new tenant shall pay rent at a rate ten percent (10%) greater than the prior rent (e.g., \$550 per month if the prior rent was \$500 per month).

24. Post-termination. In the event that this Lease is terminated as permitted under the terms of this Lease, County shall refund to Tenant the security deposit and any prepaid rent, less any sum then owing County by Tenant.
25. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term hereof, and if Tenant shall abandon, vacate or otherwise cease operating, any personal property belonging to Tenant and left upon the Premises and any or all of Tenant's improvements and facilities thereon, shall, at the option of County, become the property of County. At County's option, Tenant shall be solely responsible for removing all material stored on site at the end of the lease term.
26. Liens. Tenant shall keep the Premises and all improvements thereon, as well as Tenant's leasehold interest therein, free from any and all liens arising out of any work performed, materials furnished or obligation incurred, by Tenant, Tenant's employees, agents and contractors. County has the right at all times to post and keep posted on the Premises and any building or facility built thereon, any notice it considers necessary for protection from such liens. At least seven (7) days before beginning construction of any improvements or alteration to any improvements on the Premises, Tenant shall give County written notice of the expected commencement date of that construction to permit County to post and record a notice of nonresponsibility. Tenant agrees to hold County harmless from any such liens, and to pay County upon demand the cost of discharging such liens with interest at the then existing legal rate per annum from the date of discharge, together with reasonable attorneys' fees in connection with the settlement, trial or appeal of any such lien matter. Should Tenant's leasehold interest be transferred to any other party by operation or enforcement of any such lien, such transfer shall constitute an immediate event of default under Paragraph 29 of this Lease without any requirement for notice or an opportunity to cure to be given to Tenant, the transferee, or any other party, and County shall have the right, in its sole discretion, to immediately terminate this Lease at any time following such transfer and pursue any additional remedies available under this Lease and applicable law.
27. Landlord Self-Help. In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Premises, or any lien or claim for labor or material employed or used or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance and use of the Premises and any improvements thereon, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Premises and improvements, or any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the terms of this Lease, and if Tenant, after 10 days' written notice from County to do so shall fail to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge and fails to post security as provided in Paragraph 28, then County may, at its option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, or settle or discharge any action therefor, or

judgment thereon, and all costs, expenses and other sums incurred or paid by County in connection with any of the foregoing shall be paid by Tenant to County upon demand, together with interest thereon at the legal rate from the date incurred or paid. Any default in such repayment by Tenant shall constitute a breach of the covenants and conditions of this Lease.

28. Taxes. During the original term and any additional term of this Lease, Tenant hereby agrees to pay or cause to be paid prior to delinquency any taxes, including possessory interest and any assessments levied or assessed: (i) on all possessory interests hereunder or in the Premises; and (ii) on any improvements, fixtures and equipment now or hereafter existing on the Premises and on any personal property situated in, on or about any building or improvements thereon.

a. If at any time during the term of this Lease a tax or excise is levied on rents, Tenant shall pay the same. Tenant hereby expressly acknowledges that County has given Tenant notice that Tenant's possessory interest in the leased premises may be taxed.

b. In the event Tenant fails to pay such taxes or assessments, County may, at its option, after giving ten (10) days notice to Tenant, pay any such taxes or assessments together with all penalties and interest which may have been added thereto by reason of any such delinquency or failure to pay, and may likewise redeem the Premises or any part thereof, or the buildings or improvements located thereon, from any tax sale or sales. Any such amounts so paid by County shall become immediately due and payable as additional rent by Tenant to County, together with interest thereon at the maximum lawful rate from the date of payment by County until paid by Tenant. Any such payment shall not be deemed to be a waiver of any other rights of County hereunder. Tenant may, in good faith, contest any such tax or assessment at its expense. However, Tenant shall defend itself and County against the same and shall pay and satisfy any judgment including all penalties and interest that may be rendered thereon. County may require Tenant to furnish County a surety bond or other security reasonably satisfactory to County in an amount equal to such contested tax or assessment, indemnifying County against liability for such tax or assessment and holding the Premises free from the effect of such tax or assessment. County shall cooperate with Tenant in any such contest and shall execute any necessary legal documents incident thereto, but shall be held harmless by Tenant against all costs or expenses incident to such cooperation. Current taxes shall be prorated.

29. Default by Tenant. Should Tenant at any time be in default with respect to payment of rent for a period of five (5) days after written notice from County; or should Tenant be in default in the performance of any other of its obligations under this Lease for fifteen (15) days after written notice from County specifying the particulars of the default; or should Tenant vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Tenant, without dismissal within thirty (30) days of filing; or if Tenant makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Tenant for the appointment of a trustee, receiver, or liquidator of Tenant or of any of Tenant's property pursuant to laws for the

benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Tenant; then and in any such events, County, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises.

- a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant.
- b. Should County elect to reenter, this lease shall be deemed terminated; provided, however, that County shall be entitled as against Tenant to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent County receives during that period from any subsequent tenant of the Premises.
- c. Should this lease be terminated pursuant to the terms of this paragraph, County may, at its sole discretion, relet the Premises and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as County, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said Premises and improvements. County shall have no obligation to relet the Premises.
- d. In the event that County relets the Premises pursuant to the terms of this paragraph, Tenant shall be immediately liable to pay to County, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such reletting, including any costs for alterations and repairs to the Premises incurred by County.

30. Recovery of Damages. Should County at any time terminate this lease under County's express rights set forth in this Lease for any breach, County may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Premises.
31. Non-waiver of Defaults. The waiver by County of any breach by Tenant of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition of this Lease. No term, covenant or condition hereof can be waived except by the written consent of County, and forbearance or indulgence by County, in any regard whatsoever, shall not constitute a waiver of the terms, covenants or conditions to be performed by Tenant to which the same may apply, and until complete performance by Tenant of the term, covenant or condition, County shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.
32. Nondiscrimination. Tenant agrees not to discriminate in the conduct of its business on the Premises, or through any other use of the Premises, on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

33. Estoppel Certificates. County and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) days prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications); (ii) that to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof); and (iii) the date to which rent and other charges have been paid in advance, if any. Each certificate delivered pursuant to this section may be relied on by any prospective purchaser or transferee of the Premises or of County or Tenant's interest hereunder or by any fee mortgagee of the Premises or of County or Tenant's interest hereunder or by any assignee of any such mortgagee.

34. Redelivery of Premises. Tenant agrees to redeliver to County the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Tenant, or its employees, agents, invitees, or visitors.

35. Holding Over. Any holding over after the expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as specified in this Lease, so far as applicable.

36. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.

37. Time of Essence. Time is of the essence in this lease.

38. Headings. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provisions of this Lease.

39. Mutuality. All covenants and conditions in this Lease are mutually dependent.

40. Refurbishments. Paragraph 18 notwithstanding, County shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligent or intentional acts of County or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of County under this lease.

41. Lease Made in California. This Lease has been made and shall be construed in accordance with the laws of the State of California.

42. County's Signs. County reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Tenant not renew this lease within ninety (90) days prior to its termination date.

43. Recordable Acceptance. Upon request by County, Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.

44. Real Estate Commission. Tenant acknowledges that Tenant contacted County directly, and that no real estate commission is due or payable from County. Tenant will hold County and owners harmless from any claim made for a real estate commission.

45. Tenant Deposits. County acknowledges that it has possession of a deposit in the amount of \$450, deposited by Tenant.

46. Treatment of Deposit. County agrees that the deposit shall, upon commencement of the term of this new Lease, constitute the deposit which shall be held during the term of this Lease by County as security for the performance by Tenant of its obligations under this Lease.

- a. In addition, on the first day of the commencement of the term of this Lease, Tenant shall pay all or a prorated portion of the first month's rent in advance, as provided above.
- b. That deposit shall be held by County, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that the deposit is not an advance rental deposit except to the extent County applies it as such after the notice required below, or a measure of County's damages in case of Tenant's default.
- c. The deposit shall not be considered liquidated damages, and if claims of County exceed the deposit, Tenant shall remain liable for the balance of the claim.
- d. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Tenant, as stipulated in this Lease agreement, County may, from time to time, without prejudice to any other remedy provided in this Lease or provided by law, after five (5) days prior written notice to Tenant of County's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.
- e. If any portion of the deposit is so used or applied, Tenant shall, within five (5) days of written demand, deposit cash with County in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default of this lease.

f. If Tenant is not then in default under this Lease, any remaining balance of the deposit shall be returned by County to Tenant on demand, within thirty (30) days after the termination of this lease agreement.

47. Intentionally Omitted.

48. Transfer By County. The term "County" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the County thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.

49. Relationship of Parties. County is neither a joint venturer with nor a partner or association of Tenant with respect to any matter provided for in this Lease. Nothing herein contained shall be construed to create any such relationship between the parties or to subject County to any obligation of Tenant hereunder.

50. Surrender and Merger. The voluntary or other surrender or termination of this Lease by Tenant or a mutual cancellation thereof shall not work a merger and shall, at the option of County, terminate all or any existing subleases or subtenancies or may, at the option of County, operate as an assignment to County of all such subleases or subtenancies.

51. Intentionally Omitted.

52. Landlord's Lien. County shall have at all times a valid lien for all rentals and other sums of money becoming due under this Lease from Tenant, subject to any purchase money liens or security interests outstanding from time to time to third parties, on all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant, other than Tenant's lighted sign, situated on and in the Premises, and after notice of default is given by County such property shall not be removed from the premises without the consent of County until all arrearages in rent as well as any and all other sums of money then due to County under this Lease shall first have been paid and discharged.

a. Tenant hereby grants a security interest, subject to any purchase money liens or security interests executed by Tenant outstanding from time to time to third parties, in that personal property, and the lien hereby granted may be foreclosed in the manner and in the form provided by law for foreclosure of a security interest under the Uniform Commercial Code of the State of California, or in any other manner and form provided by law.

b. The statutory lien for rent is not hereby waived, but the express contractual lien herein granted is in addition and supplemental thereto.

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

**“COUNTY”**

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

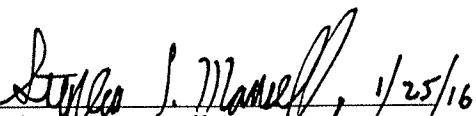
By: \_\_\_\_\_

Name: John Steffanic  
Title: CEO

**“TENANT”**

CARON CHANCE, doing business as Back Door Catering

APPROVED AS TO FORM:

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

**Exhibit "A"**

**Map of Leased Premises**

Note: rented area is room designated "Kitchen" on map, located within the depicted Mineral Building.

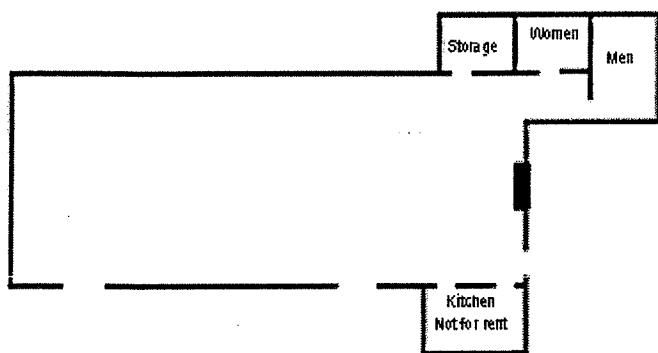


Exhibit "B"

Condition of Premises

*SN*

NO ISSUES NOTED



# Office of the Sheriff

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

1B

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** 02/04/16  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of February 16, 2016

**It is recommended that the Board:**

Approve and sign contract #PCSO00116 between the Plumas County Sheriff's Office (PCSO) and Property Room.com.

**Background and Discussion:**

The term of this contract is 04/01/16 – 03/31/17. This purpose of this agreement is to have Property Room.com sell all unclaimed evidence, asset forfeiture property and County property deemed to be auctioned.

Agreement has been approved as to form by County Counsel.

PCSO 116



5257 Buckeystown Pike, Suite 475  
Frederick, MD 21704  
Tel: 240.751.9123  
Fax: 240.230.0229  
Federal Tax ID: 86-0962102

ORIGINAL

## Property Disposition Service Agreement

Version date: 2014-December

Owner Name: <b>County of Plumas - Office of the Sheriff</b>	NJPA Agreement: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mailing Address: <b>1400 E. Main Street</b>	NJPA Member #:
City, State, Zip <b>Quincy, CA 95971</b>	Signature Date:
Telephone: <b>(530) 283-6375</b>	Automatic Renewal: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Fax: <b>(530) 283-6344</b>	Expiration Date: (if not automatic renewal) <b>03/31/17</b>
Primary Contact Name: <b>Holly Taylor</b> Primary Contact Phone: <b>(530) 283-6384</b>	Primary Contact Email: <b>holly@pcso.net</b>

This agreement ("Agreement") documents the terms and conditions under which PropertyRoom.com, Inc., a Delaware corporation ("Contractor"), will provide storage, auction and disposition services ("Services") on behalf of owner named above ("Owner").

At request of Owner, Contractor agrees to establish separate accounts under the terms of this Agreement for any other departments or agencies related to Owner for purposes of complying with Owner's financial accounting requirements. Contractor also recognizes the common practice in many jurisdictions to permit related agencies the opportunity to use the services in this Agreement (to "Piggyback") according to the terms and pricing contained herein.

Contractor further stipulates that any municipal, county, or state governmental agency located in the same state as Owner may also Piggyback this Agreement. Owner acknowledges Contractor has advised Owner about Contractor's nationally awarded contract vendor status from the National Joint Powers Alliance ("NJPA") for Services described in this Agreement, and Owner can obtain complete details of the related RFP process at [www.NJPACoop.org](http://www.NJPACoop.org).

This Agreement comprises the entire agreement between Contractor and Owner relating to the storage, auction and disposition of property and supersedes any prior understandings, agreements, or representations by or between the parties, be they written or oral.

1. **Items Requiring Services.** Owner will designate items of property ("Property") it desires to provide to Contractor for Services. For the sake of clarity, in this Agreement, Property means smaller items, such as jewelry, electronics, bicycles and surplus spare parts, as well as larger items, such as cars, trucks, planes or industrial compressors. Contractor retains the right to accept or reject certain Property in its sole discretion.
2. **Title to Property.** Owner shall retain legal title to Property until it is purchased by auction or otherwise disposed of in accordance with the Agreement, at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer"). Owner appoints Contractor as its representative and instrumentality to hold and offer for sale on Owner's behalf the Property, in accordance with this Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's right, title and interest in and to Property sold or disposed. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to payment of amounts owed by Owner to Contractor and to third parties pursuant to this Agreement, which amounts shall be disbursed by Contractor on behalf of Owner as provided herein.
3. **Services Offered.** Contractor offers four Services for storage, auction and disposition of Property. Owner may use all or any combination of Services depending on Owner's needs as well as the type and nature of Property. Descriptions below summarize the four Services.

As and when applicable, for all four Services, Contractor agrees to use commercially reasonable efforts to store and auction Property as well as to dispose of Property not purchased at auction, subject to the ultimate control of Owner. Contractor shall sell and dispose of Property "as is" without any liability to Owner. Contractor is solely responsible for identifying and resolving sales and use tax issues arising from Property sales, including charging, collecting and remitting such taxes.

- a. **Portable Service.** The Portable Service applies to Property items small enough to be picked-up and loaded onto box trucks. Contractor will, on Owner's behalf as its representative, pick-up, test (if applicable and practicable), erase or destroy (in the case of electronic goods) hard disks and SIM cards, photograph, research, store, and list Property for sale by internet auction to the public on one or more domains selected by Contractor. Typical Property processed under the Portable Service include law enforcement property and evidence items approved for disposition, seized items, municipal surplus, and abandoned property as well as lost and found items.
- b. **Gold Service.** The Gold Service applies to Property items too large for pick-up in a box truck and for which Owner agrees to auction-in-place. At Owner's request, Contractor will list such Property for sale by internet auction to the public on one or more domains selected by Contractor. Contractor will use descriptions and digital photographs supplied by Owner. For the sake of clarity, with Gold Service, Contractor will not pick-up and store Property but rather Owner will maintain physical control until transfer of title to Buyers. Contractor will complete auctions and collect funds from Buyers and then provide Owner and Buyers mutual contact information to facilitate Property pick-up by Buyers. Typical Property processed under the Gold Service includes cars and trucks located too far from storage yards to make it economically feasible to tow; additional items include large compressors, generators, etc.
- c. **Titanium Service.** The Titanium Service applies to Property vehicles seized and or impounded by law enforcement agencies. At Owner's request, Contractor will receive tows of seized and impounded vehicles at local yard facilities ("Yards"), storing vehicles while awaiting Owner decision on whether to release a vehicle to a citizen or send to auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process paperwork and collect storage fees from citizens. Alternatively, Contractor will, on Owner's behalf as its representative, clean, photograph, store and list the Property for sale by internet auction to the public. Contractor offers Titanium Services in conjunction with subcontractor, Copart, Inc., a publicly traded company ("Subcontractor") with approximately 150 Yards around the U.S.

- d. **Platinum Service.** The Platinum Service applies to the auctioning of municipal fleet vehicles and surplus equipment, i.e., Property. At Owner's request, Contractor will tow the Property to, or take delivery at Yards. Contractor will, on Owner's behalf as its representative, tow, verify drivability, clean, photograph, store and list Property for sale by internet auction to the public. Contractor offers Platinum Services in conjunction with Subcontractor. Typical Property sold under this service include municipal fleet vehicles such as automobiles and light trucks as well as specialty equipment such as fire trucks, ambulances, trash collection trucks, and other large public works equipment.
- 4. **Term and Termination.**
  - a. The Agreement will become effective upon signature by the parties (the "Signature Date") and, as indicated in the top section of this Agreement, will continue for either:
    - (1) An initial term of 1-year from the Signature Date and thereafter will automatically renew for consecutive 1-year terms unless written notice of non-renewal is provided by either party to the other at least 60 days prior to the expiration of the then current term; or
    - (2) An initial term specified by the Owner of at least 1-year, after which a renewal agreement will be required by the Owner. If Owner selects this option, Contractor will send Owner a Notice of Renewal 60 days prior to Agreement expiration.
  - b. The Agreement may be terminated by either party upon 30 days prior written notice to the other party.
  - c. The rights of the parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
  - d. Notwithstanding any termination by either party of the Agreement, Contractor will continue to remit Proceeds arising under the Agreement (net of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by Contractor or disposed on behalf of Owner or returned to Owner, at Owner's election and cost.
- 5. **Allocation of Sales Proceeds.**

For all Services, "Winning Bid" means the highest amount committed and paid by any auction participant ("Buyer") for a Property item sold. For the sake of clarity, Winning Bid does not include shipping, buyer or other fees, nor does Winning Bid mean or include an amount that a Buyer commits to pay but later fails to pay.

  - a. **Portable Service**
    - (1) **Sales Price.** Total Proceeds paid by Buyer shall be called "Sales Price." Sales Price shall include the Winning Bid plus fees (the "Fees"), such as shipping and handling, taxes, and insurance costs associated with the transaction and paid by Buyer.
    - (2) **Transaction Costs.** Contractor shall utilize Fees, and not the Winning Bid, to pay or remit costs for shipping and handling, taxes, and insurance.
    - (3) **Contractor Commission.** For each item of Property, Owner will pay to Contractor a fee (the "Contractor Commission") equal to 50% of the first \$1,000 of the Winning Bid and 25% of the Winning Bid portion, if any, that exceeds \$1,000. The amount of the Winning Bid remaining after deduction and payment of the Contractor Commission will be called "Owner's Gross Proceeds".
    - (4) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties if such a third party sent the winning bidder to the website), will be borne by Owner and Contractor in proportion to the ratio of Owner's Gross Proceeds to Contractor Commission. Owner's portion of Credit Card Cost and Affiliate Fees (collectively, the "Processing Costs") will be paid by Contractor to applicable third parties on Owner's behalf.
    - (5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid paid to Owner after deduction and payment of Contractor Commission and Processing Costs.

(6) **Fuel Surcharge.** For Portable Services, Contractor does not charge pick-up fees, hourly labor rates or mileage charges. However, if and when fuel prices rise above a level as shown in the schedule below, a fuel surcharge ("Fuel Surcharge") will be paid to Contractor out of Owner's Net Proceeds for each manifest of Portable items picked up at Owner's location. Contractor tracks benchmark average retail diesel prices as published online by the Energy Information Administration of the U.S. Department of Energy and resets the Fuel Surcharge quarterly based on average weekly pricing from the prior quarter. Fuel Surcharges, if any, are deducted from monthly Owner's Net Proceeds.

**Fuel Surcharge Schedule**

Retail Diesel (per gal)*	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60**

\* Divides across locations and/or sub-accounts picked-up same day

\*\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

(7) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

(8) **Disposal.** To the extent that Property is not sold by auction, Contractor will dispose of Property in a commercially reasonable manner, including, but not limited to, sending to recycling, landfill, or scrap processor. Owner understands and agrees:

- For Property not sold by Auction, disposition activities create additional Contractor processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
- Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
- Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
- Contractor will bear the burden of Disposal Costs.
- Contractor will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case Owner shall be entitled to retain a portion of Disposition Proceeds calculated in accordance with Section 5a above, provided that Disposition Proceeds will be deemed be equivalent to "Winning Bid" and the Disposal Costs will be deducted as a processing cost under Section 5a(4) above.

b. **Gold Service**

- Sales Price, Transaction Costs, Processing Costs & Net Proceeds.** Same as in 5a(1), 5a(2), 5a(4) and 5a(5).
- Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 5% of the Winning Bid. In addition, Contractor will separately charge Buyer a 15% buyer's premium paid directly to Contractor by Buyer (the "Buyer's Premium").

c. **Titanium Service.** Owner will pay Contractor a "Contractor Commission", "Tow Fees", and "Storage Fees" as described below

- Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 12.5% of the Winning Bid.

- (2) **Tow Fees.** For vehicles that can be hauled on a standard vehicle transporter, such as automobiles and light trucks, tow services are provided for free within thirty nautical miles of any Yard. A \$10 tow fee applies for every additional 10 nautical miles, or portion thereof, over the first 30 free nautical miles. For over-sized vehicle tows (e.g., cranes, buses, backhoes, etc.) Contractor will seek competitive bids from several haulers and Owner may choose which company to use. In addition, fees for acquiring titles on behalf of Owner, if any, will be borne entirely by Owner.
- (3) **Buyer Fees.** Subcontractor will charge fees to Buyers for additional services, such as lot access, vehicle loading assistance, shipping and transportation, and other services.
- (4) **Storage Fees.** For Owner vehicles sold at auction, daily storage fees ("Owner Storage Fees") equal \$5.00 per vehicle per day. For Release Vehicles, daily storage fees ("Citizen Storage Fees") equal \$10.00 per vehicle per day. Owner has the right to charge citizens higher storage fees for Release Vehicles and Contractor will collect such fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments").
- (5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid plus Citizen Payments (if any) paid to Owner after deduction and payment of Contractor Commission, Tow Fees (if any), Owner Storage Fees, Citizen Storage Fees, and any other fees for ancillary services requested by Owner, such as title fees, decal removal, etc.

- d. **Platinum Service.** Owner will pay Contractor a "Contractor Commission" and "Tow Fees" as described below. Note: There are no storage fees for Platinum accounts.
  - (1) **Contractor Commission.** Same as 5c(1).
  - (2) **Tow Fees.** Same as 5c(2).
  - (3) **Buyer Fees.** Same as 5c(3).
  - (4) **Net Proceeds.** Same as 5c(5)

6. **Payment Terms.** Once a month, Contractor will remit to Owner the Owner's Net Proceeds arising from completed sales and Services rendered during the prior month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, Contractor will make available to Owner, online, a report setting forth the following information for the immediately preceding month:
  - a. Completed sales during the prior month, including the total amount of related Proceeds collected, Citizen Remittances (if any), Contractor Commissions, the Owner and Contractor share of Processing Costs, Tow Fees (if any), Owner and Citizen Storage fees (if any), any applicable Title Fees and/or Fuel Surcharges, and Owner's Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by Contractor at end of month.
7. **Contractor Obligations.** With respect to Contractor's delivery of Services:
  - a. Contractor will exercise due care in the handling and storage of Property;
  - b. Contractor shall keep Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. Contractor shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner;
  - d. Contractor shall obtain and maintain insurance in an amount (determined by Contractor) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. Contractor shall give Owner a certificate or a copy of each of the above upon Owner's request.
  - e. Contractor agrees, in order to help Owner comply with local public notification statutes, if any, as well as to help Owner achieve higher Winning Bids, to allow Owner to place one or more clickable links (the "Links") from one or more Owner websites to [www.PropertyRoom.com](http://www.PropertyRoom.com) or other websites Contractor uses for sale of Owner items. Contractor agrees to supply technical requirements for Links to Owner.

8. **Owner Obligations.** While this Agreement is not exclusive and has no minimum requirements, Owner will use reasonable efforts to provide Contractor such Property as becomes available for sale. Owner will complete paperwork reasonably necessary to convey custodial possession of Property items to Contractor, including a written manifest or list that describes the items of Property in sufficient detail for identification.

Owner agrees it will not knowingly provide Property that is illegal or hazardous or infringes the intellectual property rights of any third party ("Prohibited Property"), including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In the event Contractor determines in good faith that any Property consists of Prohibited Property, Contractor shall have the right to immediately suspend or cancel (even if completed) any auction or disposal of such Property and may refuse to sell, offer to sell or otherwise dispose of such Property. To the extent requested by Contractor, Owner will provide reasonable assistance in determining whether such Property in fact consists of Prohibited Property.

In the event any Buyer asserts a claim that any Property consists of Prohibited Property and Contractor determines in good faith that such claim is reasonably likely to be determined to be correct, Contractor may, in its discretion, accept the return of such Property and refund the Sales Price for such Property to Buyer, in which event Contractor may then destroy such Property or return such Property to Owner and such refunded Sales Price shall be deducted from future remittances of Owner's Net Proceeds made by Contractor.

9. **Restrictions on Bidding.** Contractor and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on Contractor websites.
10. **Representations and Warranties of Owner.** Owner hereby represents warrants and covenants as follows (the "Conditions Precedent"):
  - a. Property delivered to Contractor is available for sale to the general public without any restrictions or conditions whatever and does not consist of Prohibited Property; and
  - b. Owner has taken necessary actions for Owner to auction the Property or to transfer title to the Property to Buyers.
11. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during normal business hours.
12. **Assignment.** The Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of the Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under the Agreement. No delegation by Contractor of any of its duties hereunder will be deemed an assignment of the Agreement, nor will any changes in control or any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of the Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
13. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

14. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.
15. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
16. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.
17. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either party that could imply or establish any joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever Contractor is given discretion in the Agreement, Contractor may exercise that discretion solely in any manner Contractor deems appropriate. Contractor shall not be liable to Owner for any Losses incurred by reason of any act or omission performed or omitted by Contractor in good faith on behalf of the Owner and in a manner reasonably believed to be within the scope of authority conferred on Contractor by the Agreement, except that Contractor shall be liable for any such Losses incurred by reason of Contractor's fraud, gross negligence or willful misconduct.
18. **Force Majeure.** Neither party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, including all of the terms and conditions set forth above as well any addendum prepared by the Owner (indicate inclusion of Owner Addendum by checking here:  ) comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

OWNER	CONTRACTOR
Signor Name: <u>Sharon Thrall</u>	_____
Signor Title: <u>Chair, BOS</u>	_____
Signature: _____	_____
Date: _____	_____

Approved as to form:

Stephen J. Marshall, Deputy 2/3/16  
COUNTY COUNSEL

## Addendum to Property Disposition Services Agreement

This Addendum is in reference to that certain Property Disposition Service Agreement (“Agreement”) by and between PropertyRoom.com, Inc., a Delaware corporation (“Contractor”), and the County of Plumas, a political subdivision of the State of California, by and through its Sheriff’s Office (“Owner”), executed concurrently with this Addendum.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions to the Agreement that are outlined below. These additions shall be made valid as if they are included in the original stated contract. In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.

1. The services provided by Contractor shall be on an as-needed basis upon request of the Owner. There shall be no minimum amount of business to be provided by Owner to Contractor under this Agreement.
2. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  1. 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.

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

**CONTRACTOR:**

PropertyRoom.com, Inc., a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**COUNTY:**

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

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

Name: Sharon Thrall

Title: Chair, BOS

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

**APPROVED AS TO FORM:**

Stephen J. Mansell 2/3/16

Stephen Mansell

Deputy County Counsel

County of Plumas



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1/1

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

**Mark Satterfield, M.D., Health Officer**

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<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** February 8, 2016

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Cc:** Louise Steenkamp, Interim Director

**Agenda:** Consent Item for February 16, 2016

**Item Description/Recommendation:** Approve and direct the Chair to sign the following MOU's between Public Health and Mental Health; A&D1516MSHA in the amount of \$16,000.00; A&D1516SAPT in the amount of \$64,422.00; and A&D1516FNL in the amount of \$6,000.00 for Alcohol & Other Drug Prevention Services.

**Background Information:** As the Board is aware Plumas County Mental Health (PCMH) has the fiscal and administrative responsibilities for alcohol and drug prevention, treatment, recovery and aftercare services. Often, in an effort to work effectively and efficiently with communities, Mental Health contracts with providers to extend programs and better serve diverse populations throughout the county.

Plumas County Department of Mental Health, Alcohol and Drug Programs (PCADP) has agreed to contract with the Public Health Agency for the purpose of providing alcohol and other drug prevention services to youth in Plumas County.

Copies of the three (3) MOU's with Mental Health are on file with the Clerk of the Board for your review.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

IC2

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

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<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** February 8, 2016

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Consent Agenda Item for February 16, 2016

**Recommendation:** Approve and Direct the Chair to sign Amendment No. 2 to extend Agreement #NORCAL-MADDY with Northern California Emergency Medical Services for the administration of the Emergency Medical Services Fund (aka Maddy Fund) through June 30, 2017.

**Background Information:** Plumas County established an Emergency Medical Services fund, pursuant to the Maddy Act as defined in Chapter 2.5, Section 1797.98a of the California Health and Safety Code. This mandated program, also referred to as the SB12 Program, is funded by revenue generated from court fines. Funds are intended to reimburse providers for costs associated with care provided to uninsured patients.

Disbursement of funds pursuant to the Maddy Act is administrated by Nor-Cal EMS, and Plumas County Public Health Agency acts as its fiscal agent. Northern California EMS processes all physician and hospital claims for Plumas County. By law no more than 10% of the amount of the Fund shall be paid for administration. Northern California EMS will administer these funds for 8% of the amount of the fund. The remainder of the Fund shall be utilized to reimburse physicians fifty-eight percent (58%) and hospitals twenty-five percent (25%) for patients who do not make payment for emergency medical services and seventeen percent (17%) for other emergency medical services as determined by each county.

Each county may use its seventeen percent (17%) of these funds to support the County EMS Agency that provides oversight of emergency services, such as licensing for EMTs, monitoring ambulance and air transportation services, and expenses related to the maintenance of quality emergency response systems. As the Board may recall on June 15, 2010 you approved use of remaining seventeen percent (17%) to be distributed to the Sheriff's Office to pay for maintenance, repair and lease fees for the mountain top repeaters that are needed for EMS radio service.



**Alliance For  
Workforce Development, Inc.**  
Providing pathways to success

Corporate Office  
P.O. Box 3750  
Quincy, CA 95971  
Office: 530-283-9621 x204  
Fax: 530-283-9641

2

### **Discussion Paper:**

### **Briefing on the Alliance for Workforce Development, Inc. operations in Plumas County**

1. **Purpose:** It is with pleasure that I take this opportunity to update you on the activities at our Business and Career Network (BCN), your local One Stop Employment Center. Our mission is to serve as a common point of access for job seekers, employers and community members for the purpose of education, training, employment, referral and supportive services.

2. **Discussion:** AFWD provides workforce development services in Butte, Lassen, Modoc, Nevada, Plumas and Sierra Counties. We continue to put an emphasis on the business first philosophy, as embraced by NoRTEC.

The current unemployment rate in Plumas County is 12.2%, while the state's unemployment rate is 5.8%. The unemployment rate is on the rise, having increased nearly 5% since October. Our office has a steady flow of job seekers coming in to look for jobs and seek assistance in their job search endeavors and shorten their transition time between jobs.

Staff work with job seekers and local employers to ensure that employers find the most qualified individuals for the job and our job seeking customers obtain sustainable work. All efforts are tied to enhancing the workforce development, economic vitality, and a *stable and prosperous business community* throughout Plumas County.

- **Customers July 1, 2015 – December 31, 2015:** A total of 858 individuals utilized the many services available through the Business & Career Network.
- **Business Services:** We provided 80 businesses with a range of services including, business retention, expansion, recruitment, job postings labor market information, human resource support, layoff assistance and access to interviewing and meeting space. A total of 501 services were provided to the 80 businesses, representing approximately 6 services to each business.

### **3. Program Highlights:**

Plumas Technical Assistance Program: AFWD was pleased to offer Plumas County small businesses and entrepreneurs the opportunity to prosper from customized business assistance services made possible by the Plumas County Community Development Commission-Microenterprise Technical Assistance Program. Eligible small businesses and entrepreneurs benefited from specialized assistance specific to starting, maintaining or expanding their business with assistance in various stages of discovery and development. A variety of services offered included financial and legal counseling, business plan development, and management and marketing assistance. Both one-on-one assistance and group workshops were made available. Eighteen businesses/entrepreneurs received services through this program.

National Emergency Grant/Temporary Job Creation: With California facing one of the most severe droughts on record, AFWD received National Emergency Grant funds to provide public and non-profit entities temporary workers for drought related projects. These positions were open to individuals who had been laid off or had hours reduced due to drought conditions or had been unemployed for 15 of the last 26 weeks and living in a drought affected area.

AFWD recruited temporary workers to assist these organizations with drought related projects. Eligible individuals went to work with various entities throughout the county. We have spent \$86,272 to date with another \$35,230 expected to be spent by September 30, 2016.

USFS Work Crew: Partnerships that WORK. Supervisor Thrall invested a considerable amount of time to bring her idea of using fire settlement funds to provide employment opportunities for job seekers and boost business in Plumas County. One of the ideas was to partner with the Plumas National Forest and help residents obtain employment in restoring national forest lands in Plumas County. After months of hard work, AFWD partnered with the Foundation for California Community Colleges, to recruit, provide work readiness skills for a 21 person crew to work alongside staff from the Plumas National Forest.

AFWD provided recruitment, interview facilities, and updating resumes for job seekers for forestry crew leaders, crew boss and forestry technicians. The crew was responsible for manual fuel treatments, cleaning culverts and providing fire breaks in the national forest. This partnership provided valuable on the job training for the individuals and infused money into the local economy. In addition to the employment opportunities, AFWD provided 12 hours of work readiness and soft skills training.

On the Job Training Program: AFWD's on-the-job (OJT) training programs assist businesses with the training costs of hiring an individual who might not have all of the necessary skills for the position. The program provides a 50% wage reimbursement during the training period. To date, we have reimbursed \$5,400.

Conclusion: AFWD's goal is to continue to provide job seekers with access to employment and training opportunities as well as providing our employers with links to qualified applicants. All of our efforts are geared towards creating a solid workforce, economic vitality and a *stable and prosperous business community* throughout Plumas County. We value our partnerships

with other service agencies, job seekers, employers and the communities we serve. If you have any questions, please feel free to contact me at 530-283-9621 x204.

For more information about the activities of the Business and Career Network, please visit our website, [www.afwd.org](http://www.afwd.org) and click on CC Reports. Here you will find quarterly reports for each of AFWD's county operations.

Thank you for your time.

Traci Holt



# Office of the Sheriff

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

3A

GREGORY J. HAGWOOD  
SHERIFF/CORONER

**DATE:** **February 1, 2016**

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

**FROM:** **Sheriff Gregory Hagwood**

**RE:** **Agenda Item for the meeting of February 16, 2016**

A handwritten signature in black ink, appearing to read "Hagwood".

**Recommended Action:**

Authorize the Sheriff to rescind the letter of termination for Dispatch services to Beckwourth Fire Protection District.

**Background and Discussion:**

On September 1, 2015, your Board authorized the Sheriff to send a termination notice for dispatching services to the Beckwourth Fire Protection District. This notice would have terminated dispatching services as of March 2, 2016. Since that time there have been numerous discussions and both the Sheriff's Office and Beckwourth Fire Protection District have worked out many of the circumstances that caused the initial notice to be sent out.

While further information from Beckwourth Fire Protection District is forthcoming and there is still some work to be done by the Sheriff's Office, I am confident that the ultimate conclusion will be a better working relationship with the district.

The timeline for termination of dispatching services is rapidly approaching and the protection of the residents and visitors within the response area of Beckwourth Fire Protection District are my greatest concern. With that, I have agreed, as a gesture of good faith, to rescind, upon Board of Supervisor approval the termination letter. If matters are not resolved satisfactorily, I will again come before the Board of Supervisors to discuss further options.

3B



## Plumas County Management Council

A Commitment to Coordinated Public Service

Board Date: February 16, 2016

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Chair

**Subject: Executive Report, February 2016, Plumas County Management Council**

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### Background

Plumas County Management Council wishes to present to the Board of Supervisors a monthly report regarding activities and topic discussions. Material to report include items such as departmental matters, policy development and recommendations thereof, objective analysis of county related issues and efforts of successful coordination between county departments.



## Plumas County Management Council

A Commitment to Coordinated Public Service

### Mission of the Management Council

The Plumas County Management Council promotes excellence among its members by providing opportunities for professional growth through networking, education, exchange of ideas and information, sharing and celebrating success and developing future leaders.

### **Management Council Vision**

The purpose of the Council is to work for the continued improvement of departmental management in County government by providing for the interchange of information and ideas. This is to be accomplished by:

1. Providing training opportunities that are related to the performance of management functions in Plumas County.
2. Promoting best management practices in order to improve operational efficiency and resource allocation.
3. Identifying and discussing management issues that are common to departments and their possible solution.
4. Serving as a clearing house where those responsible for departmental management can exchange views, experiences, information, and staff resources thus developing a common understanding and approach with respect to improvement of County policies, operations, and procedures.
5. Providing opportunities for leadership and professional development of County managers.
6. Updating the Board of Supervisors on issues of departmental management and other activities of the Management Council.
7. Encouraging all department heads to participate by providing networking opportunities among members to enhance management capability.



3C1

## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: FEBRUARY 5, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 16, 2016

RE: MEMORANDUM OF UNDERSTANDING REGARDING THE TERMS AND CONDITIONS UNDER WHICH FUNDS CONTROLLED BY SECTION 103625 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE ADMINISTERED

REF: BOARD AGENDA ITEM B.2 OF MAY 21, 2013 REGARDING A RESOLUTION DELINiating THE POST-REALIGNMENT ROLES OF THE DEPARTMENT OF SOCIAL SERVICES AND THE PLUMAS COUNTY CHILD ABUSE PREVENTION COUNCIL

A handwritten signature in black ink, appearing to read "ES".

**It is Recommended that the Board of Supervisors**

1. Approve the enclosed Memorandum of Understanding (MOU) describing the terms and conditions under which funds that are controlled by Section 103625 of the California Health and Safety Code are administered.
2. Authorize the Director of the Department of Social Services and the Chair of the Child Abuse Prevention Council to execute the MOU as the Board's designees for this purpose.

**Background and Discussion**

On May 21, 2013, the Board of Supervisors received a report from the Department of Social Services regarding the post-2011 Public Safety Realignment roles and responsibilities of the Department of Social Services and the Plumas County Child Abuse Prevention Council with respect to state and federal funds for child abuse prevention. A copy of that Board item is included as an attachment to this memorandum.

Within the referenced report, the Department described how child abuse prevention programs had been part of the 2011 Public Safety Realignment. Public Safety Realignment made fundamental changes in the way the counties receive and administer child abuse prevention funds by including such funds in the Child Protective Services block grant, received by the Department of Social Services.

As a result of the change in the way funds flow to the counties, the Board adopted Resolution 13-7875 which designates the Department of Social Services as the administrator for federal and state categorical funding for child abuse prevention, intervention and treatment funds. The Resolution excluded funds that are, by law, subject to review and recommendations by the local Child Abuse Prevention Council under the provisions of the California Welfare and Institutions Code at Section 18965. These are funds generated by an additional fee for birth certificates, donations and other miscellaneous revenues.

While Board Resolution 13-7875 specifies the authority the Child Abuse Prevention Council and the Department of Social Services have over funding streams, the Resolution does not address additional elements that are necessary to assure that the Children's Trust Fund is provided with revenues that achieve the minimum annual base funding amount that is guaranteed under the law. The Resolution also does not provide for mechanisms that assure that an annual spending plan and budget is prepared for the Children's Trust Fund revenues and adopted by the Board of Supervisors. Those matters are what bring the Department of Social Services before the Board.

In order to establish orderly mechanisms to annually provide the Children's Trust Fund with the dedicated funding stream proscribed by law and to assure that an annual spending plan and budget is in place, an Interagency Memorandum of Understanding is needed to describe the administrative processes that achieve this.

Under California law, county child abuse prevention programs are guaranteed a minimum base funding amount of \$20,000. Such funds are generated from fees added to birth certificates issued for children born in the County. Section 18966.1 of the Welfare and Institutions Code provides that if a county receives less than \$20,000 for the Children's Trust Fund from the fees that are collected from birth certificates, then the County shall transfer sufficient funding from federal Community Based Child Abuse Prevention allocation, the revenue necessary to raise the Children's Trust Fund to \$20,000. The proposed MOU provides for the administrative mechanisms under which this would occur.

In addition, the proposed MOU provides the mechanisms under which the Child Abuse Prevention Council reviews and recommends a spending plan for Children's Trust Fund dollars and submits the spending plan to the Department of Social Services which, on behalf of the Council, submits the budget to the Board of Supervisors for approval.

Last, the MOU restates the Department of Social Services intent to provide administrative support to the Council from funding sources other than those that are designated exclusively for child abuse prevention.

Because the proposed MOU provides an agreement covering administrative processes, the MOU is proposed to remain in full force and effect unless or until it is modified. The agreement provides that should it be necessary to modify the terms, the entire MOU will be restated and subject to approval by the Board of Supervisors.

### **Financial Impact**

The adoption of this Memorandum of Understanding will have no impact on the County General Fund. It will however, guarantee a minimum base funding level for child abuse prevention in accordance with existing state law. To the extent that annual fees derived from county-issued birth certificates do not reach \$20,000 the Department of Social Services will be required to supplement the base from federal or state Community Based Child Abuse Prevention funds; or provide such funds from another source outside of the County General Fund.

### **Other Agency Involvement**

On January 20, 2015, the Director of the Department of Social Services met with the Child Abuse Prevention Council to discuss the proposed MOU. The Director explained that the MOU was needed to assure that a mechanism was in place to assure that the Council receives funds in accordance with State law. Although the item was not an action item for the Council, there was concurrence with its necessity.

The Auditor-Controller has been provided with a copy of the draft MOU.

The Office of County Counsel has reviewed the proposed MOU and approved it as to form.

Copies:      PCDSS Management Staff  
                 Mara Solomon, Staff Services Analyst  
                 Roberta Allen, Auditor-Controller  
                 Chris Crawford, Chair, CAPCE

Enclosure

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF PLUMAS,  
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA  
AND  
THE PLUMAS COUNTY CHILD ABUSE PREVENTION COUNCIL**

WHEREAS, on May 21, 2013, the Plumas County Board of Supervisors adopted Board Resolution 13-7875 which delineates the post-2011 Realignment roles and responsibilities of the Plumas County Department of Social Services and the Plumas County Child Abuse Prevention Council with respect to state and federal funds for child abuse prevention programs; and,

WHEREAS, Board Resolution 13-7875 specifies that the Department of Social Services shall administer state and federal funds for child abuse prevention with the exception of those funds placed in the Children's Trust Fund from fees collected for birth certificates pursuant to California Health and Safety Code Section 103625; and,

WHEREAS, following the adoption of Resolution 13-7875, it is necessary for each of the parties to this Agreement to provide further clarity regarding the administration of funds in the Children's Trust Fund in accordance with the above-cited Health and Safety Code section including the terms and conditions under which such funds are disbursed by the Plumas County Auditor-Controller.

NOW, THEREFORE, the parties execute the following Memorandum of Understanding (hereinafter "Agreement") that will, for future purposes (and unless or until modified in accordance with the terms specified below) provide the terms and conditions under which funding controlled by California Health and Safety Code section 103625 is administered.

Parties. The parties to this Agreement are the County of Plumas, a political subdivision of the State of California and the Plumas County Child Abuse Prevention Council (hereinafter "the Council").

Term of Agreement. This Agreement becomes effective upon the execution by the authorized representatives of each of the parties and remains in full force and effect unless or until modified in accordance with the paragraph below titled, Modification.

Funds to be Reviewed by the Council and Subject to the Council's Recommendations. Board of Supervisors Resolution 13-7875 provides that the Plumas County Department of Social Services shall administer state and federal child abuse prevention funds "with the exception of those funds placed in the Children's Trust Fund from fees collected for birth certificates pursuant to California Health and Safety Code Section 103625". In accordance with this Section, the funds subject to annual review and recommendations made by the Council to the Board of Supervisors shall be the balance of funds available in the Children's Trust Fund (consisting of funds deposited from fees from birth certificates, interest and donations) or \$20,000, whichever is greater.

Transfer of Funds. In accordance with California Welfare and Institutions Code, Section 18966.1, should the annual revenue deposited in the Plumas County Children's Trust Fund be less than \$20,000 as determined by the Plumas County Auditor-Controller, the Council shall generate a written request to the Auditor-Controller to transfer from federal Community Based Child Abuse Prevention funds the funds necessary to raise the Children's Trust Fund balance to \$20,000.

Recommendations for the Allocation of Children's Trust Fund Dollars. The Council shall annually prepare recommendations for expenditures from the Children's Trust Fund and shall recommend budget allocations that support such expenditures. Such recommendations shall be approved during a regular meeting of the Council by a majority of its eligible voting members. The timing of such recommendations shall be at the discretion of the Council; however, in order to enable the Department of Social Services to submit a proposed budget on behalf of the Council, the Council should take final action prior to the annual County budget deadline as established by the Plumas County Auditor-Controller.

Unless or until this Agreement is amended, the annual expenditures subject to recommendations for expenditure from the Plumas County Child Abuse Prevention Council shall be the balance of funds available in the Children's Trust Fund or \$20,000, whichever is greater. The Council may, from time to time, solicit the advice and counsel of the Plumas County Department of Social Services in connection with the proposed expenditure of funds, however, the approval of the recommended budget and recommendations for expenditures shall be under the unilateral control of the Board of Supervisors.

The Department of Social Services shall, on behalf of the Council, annually prepare and submit to the Auditor-Controller, County budget forms reflecting the Council-recommended budget provided that the Council-recommended budget conforms to the policies and instructions that are provided by the Auditor-Controller and/or Plumas County Board of Supervisors and by this Agreement.

Administrative Support. It is the intent of the Department of Social Services to provide the Plumas County Child Abuse Prevention Council with Administrative Support services through a designated staff position. Funding for this position shall not be drawn from sources connected with the Plumas County Children's Trust fund. Funding for this position shall be made available through the Department of Social Services budget. Time spent on Council activities shall be negotiated between the Council and the Department of Social Services and may vary from one period to the next depending on the Council's needs and staff availability.

Modification. The parties acknowledge that changing circumstances in the Child Abuse Prevention field or other matters may generate the need for modification of this Agreement. Because this Agreement includes direction to the Auditor-Controller regarding the distribution of funds to an entity other than a County Department, any

modification of this Agreement shall cause the entire Agreement to be restated and approved by the Plumas County Board of Supervisors at a regularly held meeting.

**Termination.** This Agreement may not be terminated except by an action taken by the Plumas County Board of Supervisors at a regularly scheduled public meeting of the Board.

**Execution**

**Following the approval of this MOU by the Plumas County Board of Supervisors at a regular meeting held on \_\_\_\_\_, this Agreement was duly executed by the following authorized persons:**

**Plumas County Department of Social Services**

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**Elliott Smart, Director**

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**Date**

**Plumas County Child Abuse Prevention Council**

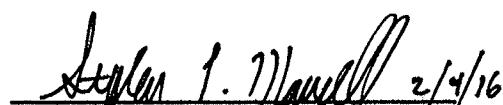
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**Chris Crawford, Chair**

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**Date**

**Approved as to Form:**

  
\_\_\_\_\_  
**Steve Mansell, Deputy County Counsel**



303

## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: FEBRUARY 8, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, Director of the Department of Social Services.

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 16, 2016

RE: SOCIAL SERVICES TRENDS REPORT

**It is Recommended that the Board of Supervisors**

Receive and file the Social Services Trends report.

**Background and Discussion**

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through December 31, 2015.

Copies: PCDSS Management Staff  
Members of the Human Services Cabinet

Enclosure

## SOCIAL SERVICES TRENDS

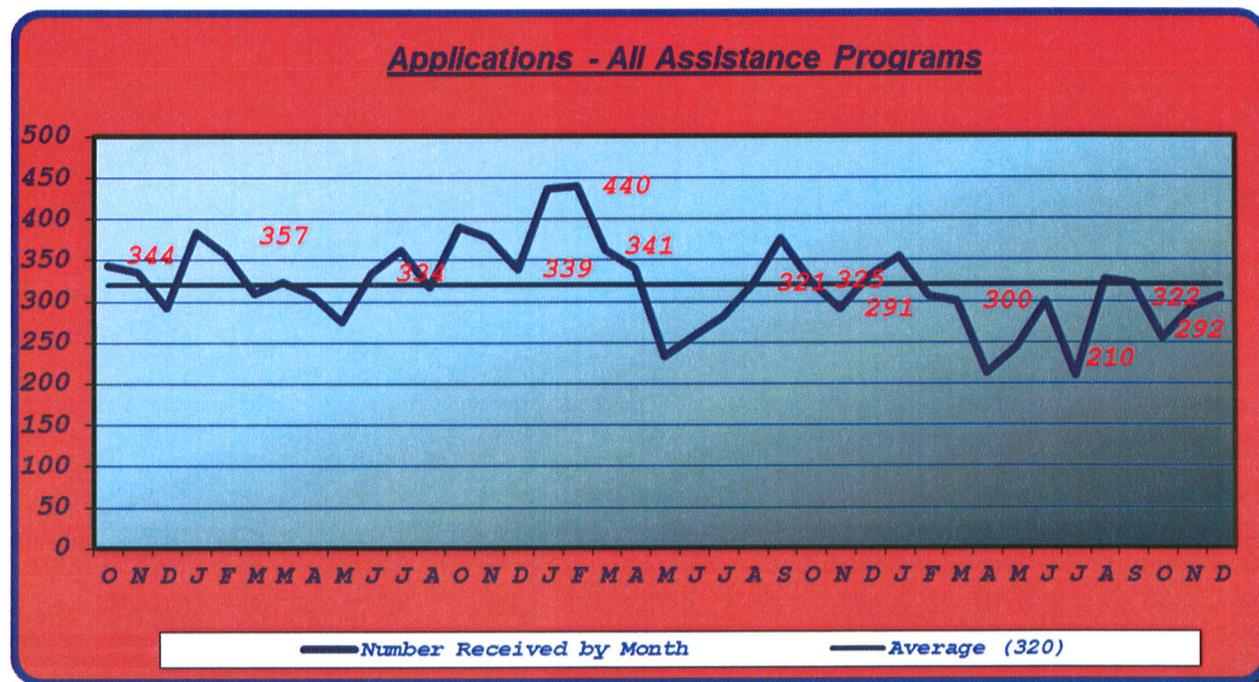
Quarter Ending: December 31, 2015

**Social Services Trends** is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended December 31, 2015. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

In February 2014, the Department received 440 applications for economic assistance. More than half of those were for the Medi-Cal program. Since that high count, the number of applications has gradually dropped to a point where the monthly case count has been close to or below the 320 per month average. Slow improvements in the local economy have lessened the need for economic assistance and we may have reached the saturation point for the Medi-Cal program meaning those who are eligible have applied for and been put on the program.



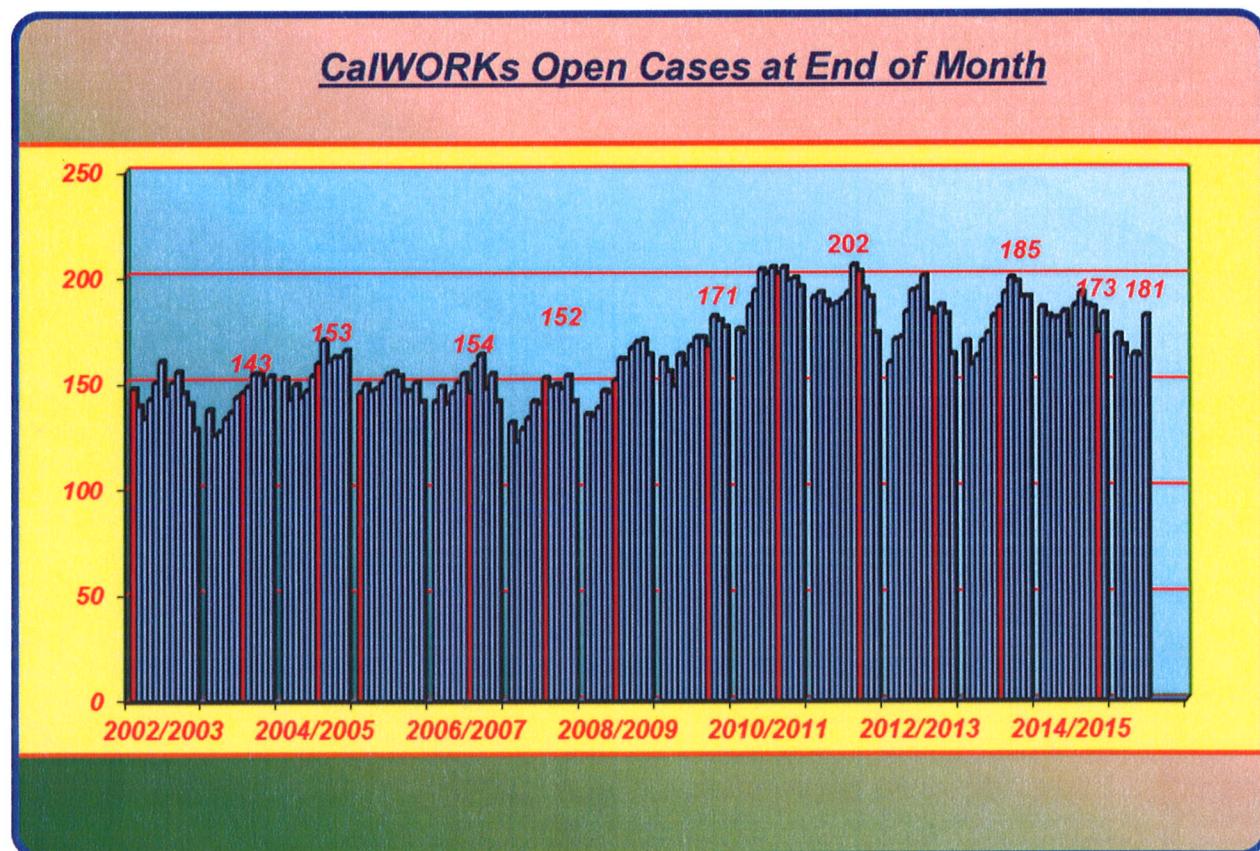
## B. CONTINUING CASES

### (1). Cash Assistance (AFDC/CalWORKs)

In February of 2012, the Department recorded 202 CalWORKs cases receiving cash assistance. Since that time, the trend line for this program has been downward, with the most pronounced downward trend occurring since March of 2013. While case counts have not dropped to the pre-recession levels of 150 cases per month, the evidence suggests that the case counts are permanently headed in a downward direction because the highest case counts tend to occur during the winter.

#### Average Monthly Caseload

2013/2014	180
2014/2015	182
2015/2016	168



## **(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance**

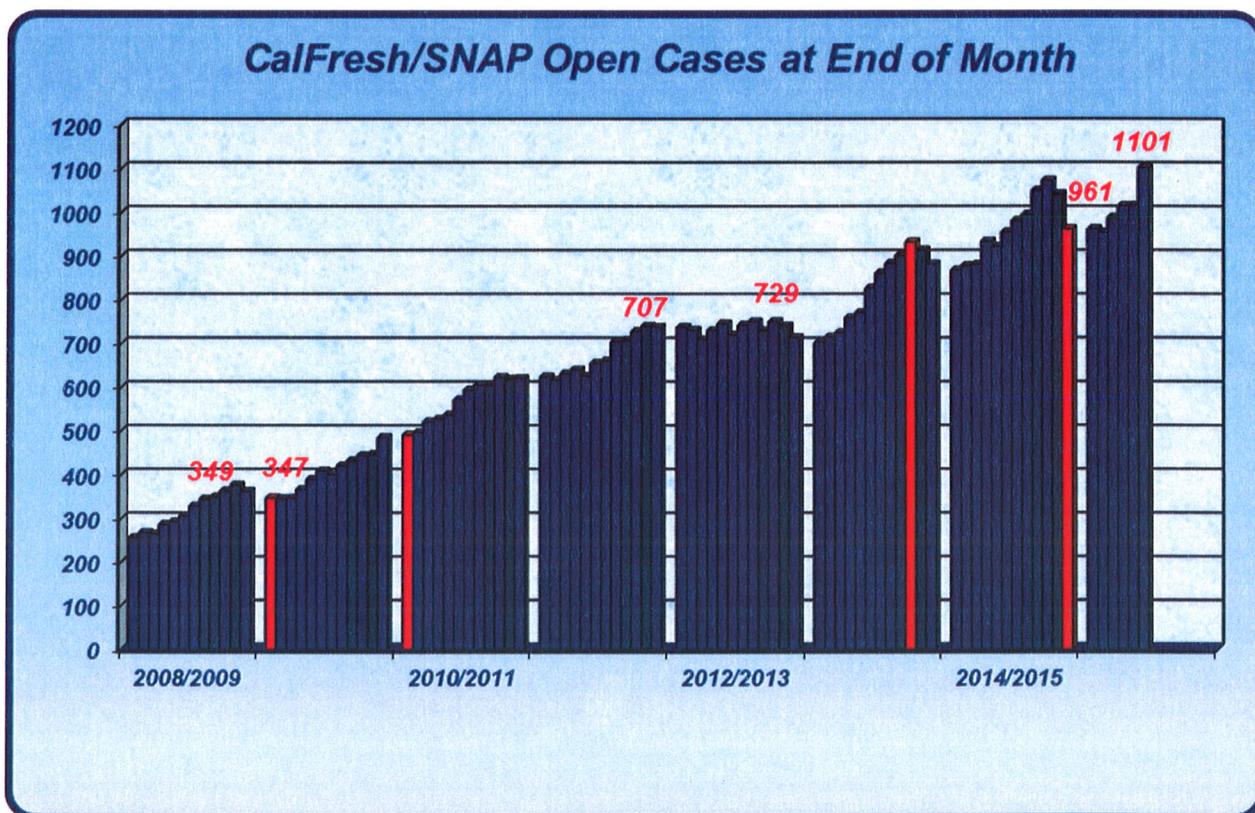
### **A. Case Count**

The Department continues to watch this program closely as it is likely the best indicator of both short term and longer term changes in economic conditions. While there was a spike in the case count in December, the Department notes that when that spike is compared to the months prior, it appears to be more of an anomaly, particularly in view of the fact that short term caseload growth is typical in winter months.

In addition, we have noted that some of the growth in this case count accompanies the growth in the Medi-Cal program. As has been noted previously, the Department is finding that many eligible customers, who in the past may not have accessed CalFresh are doing so now. This includes increases in customers who are over 55 and disabled populations who used to "get by" without assistance even though many of them were eligible for it. Increases in food prices along with decreases in buying power have led many of those individuals to access the program.

#### **Average Monthly Caseload**

<b>2013/2014</b>	<b>822</b>
<b>2014/2015</b>	<b>961</b>
<b>2015/2016</b>	<b>1005</b>

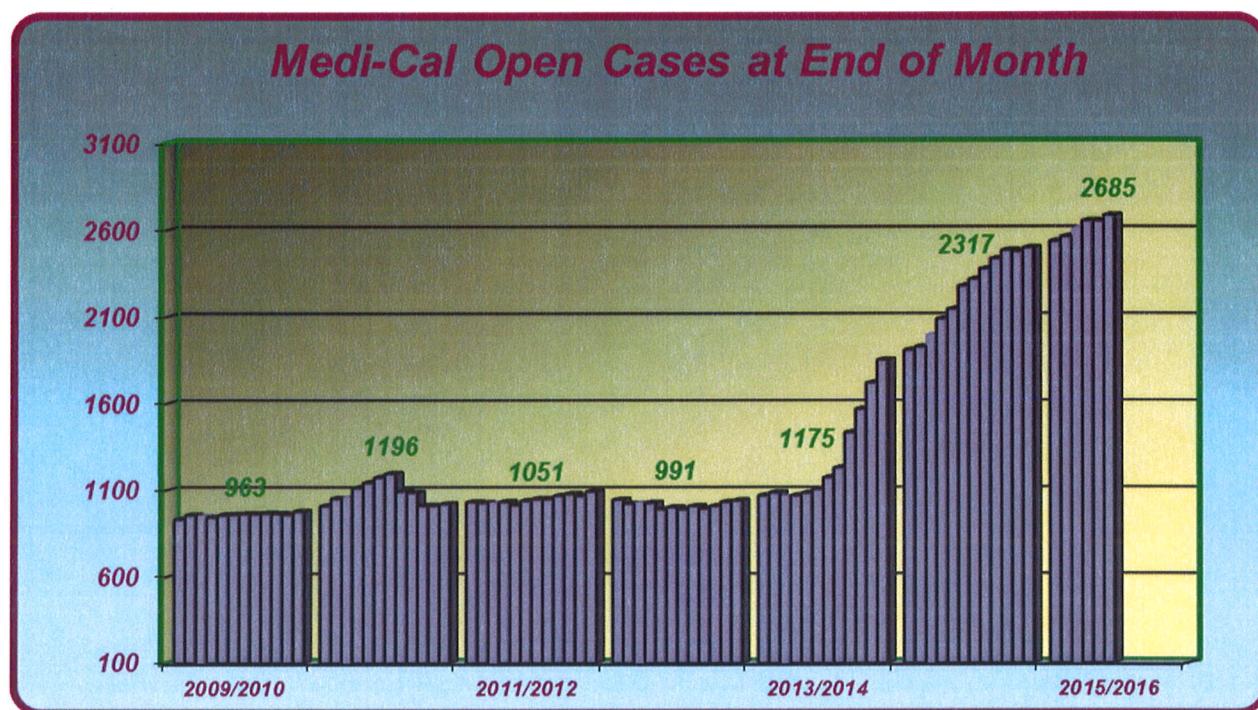


### **(3). Medi-Cal**

The case count for the Medi-Cal program topped out at a count of 2,685 at the end of December. The Department notes that while growth continues, the trend upward has not been as steep as it was during the initial open enrollment period for the Affordable Care Act (ACA). That would suggest that those individuals who did not have medical coverage prior to the ACA and are eligible for coverage under the expanded Medi-Cal program have enrolled and that we are reaching a plateau for those who are potentially uncovered. Typically, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into hourly earnings of \$7.85 per hour or less; or about \$1,354 per month. For a family of three, annual income at 138% of poverty is \$27,730 or less.

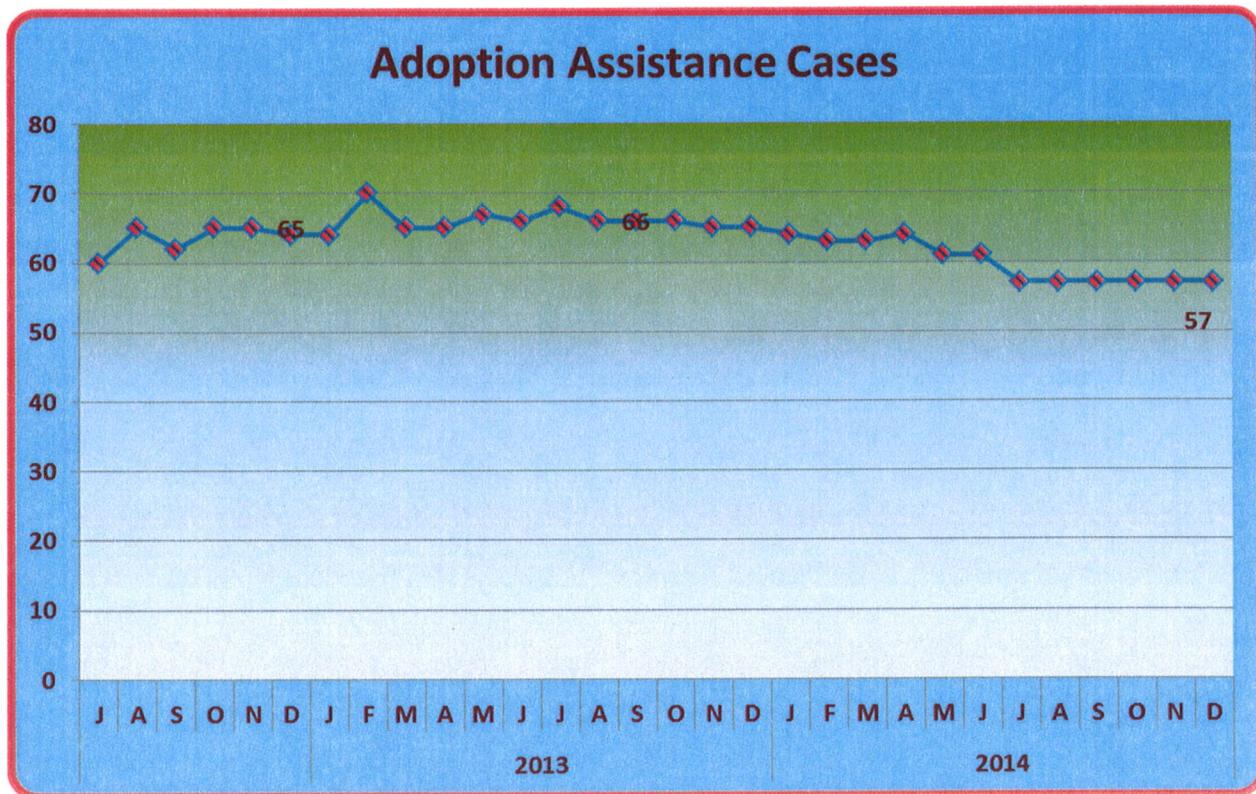
#### **Average Monthly Caseload**

<b>2013/2014</b>	<b>1459</b>
<b>2014/2015</b>	<b>2245</b>
<b>2015/2016</b>	<b>2617</b>



#### **(4). Aid to Adoptions**

In 2012 the Department of Social Services began operating the Adoptions programs. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped to 57 children receiving Aid To Adoptions.

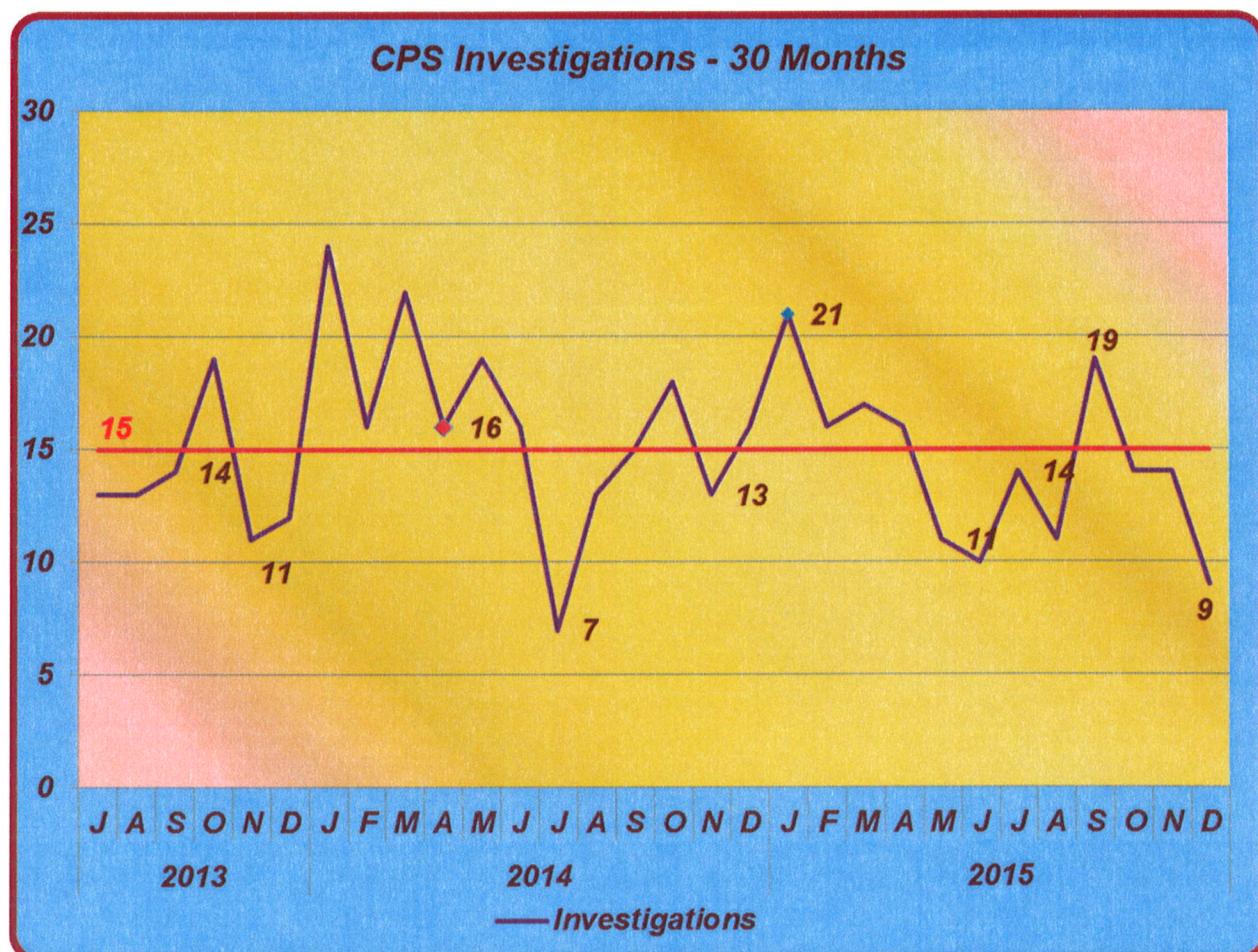


## **II. SOCIAL SERVICES DIVISION**

### **A. Child Welfare Services**

The Emergency Response component of Child Protective Services averages about 15 child abuse investigations per month. In September the Department investigated 19 cases of suspected child abuse. Since many of the referrals we receive for investigation come from school personnel it would not be surprising to receive higher numbers of referrals during September, when school reopens.

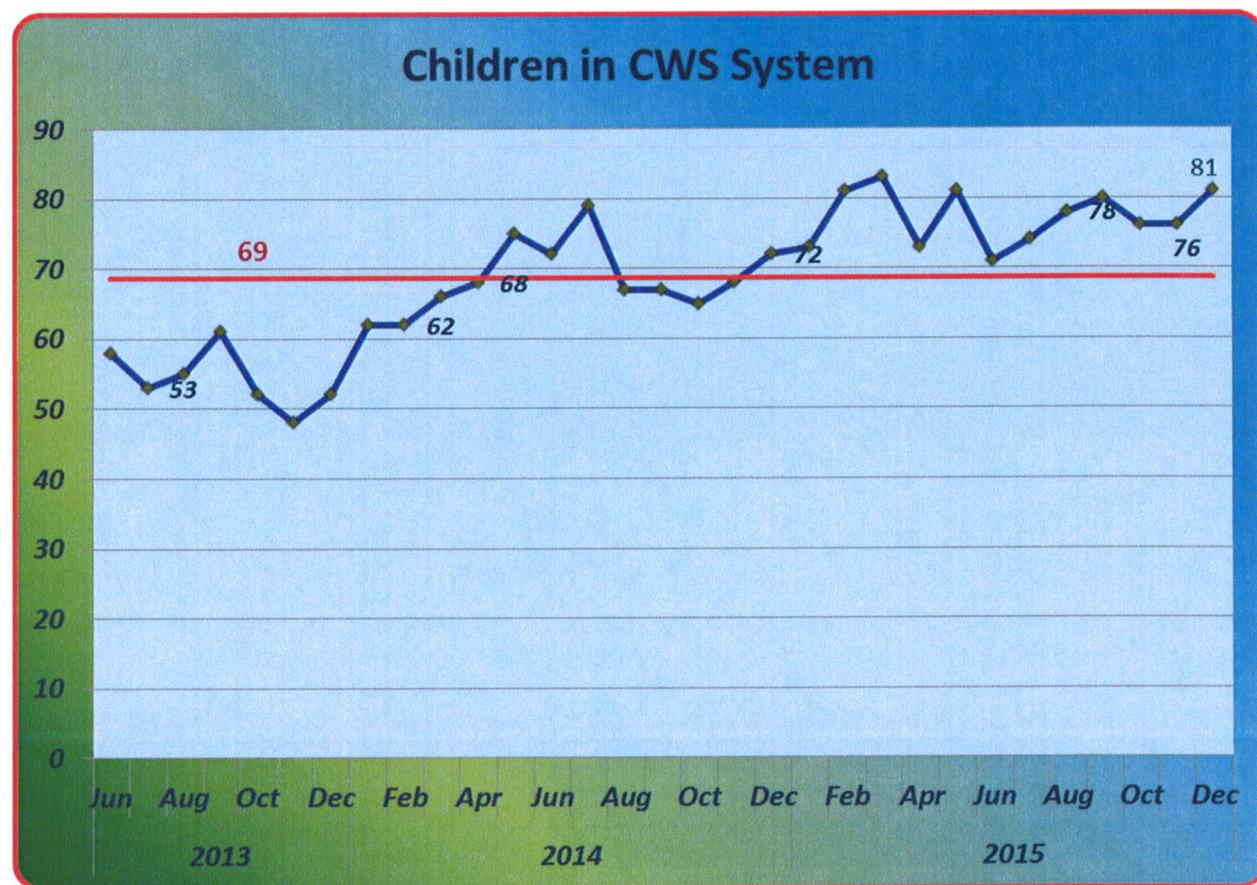
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse is the foremost reason that children are removed from unsafe environments.



## **B. Children in the Child Welfare Services System**

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 7 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children. Even with that in place, there has been growth in the number of children in the Child Welfare System.

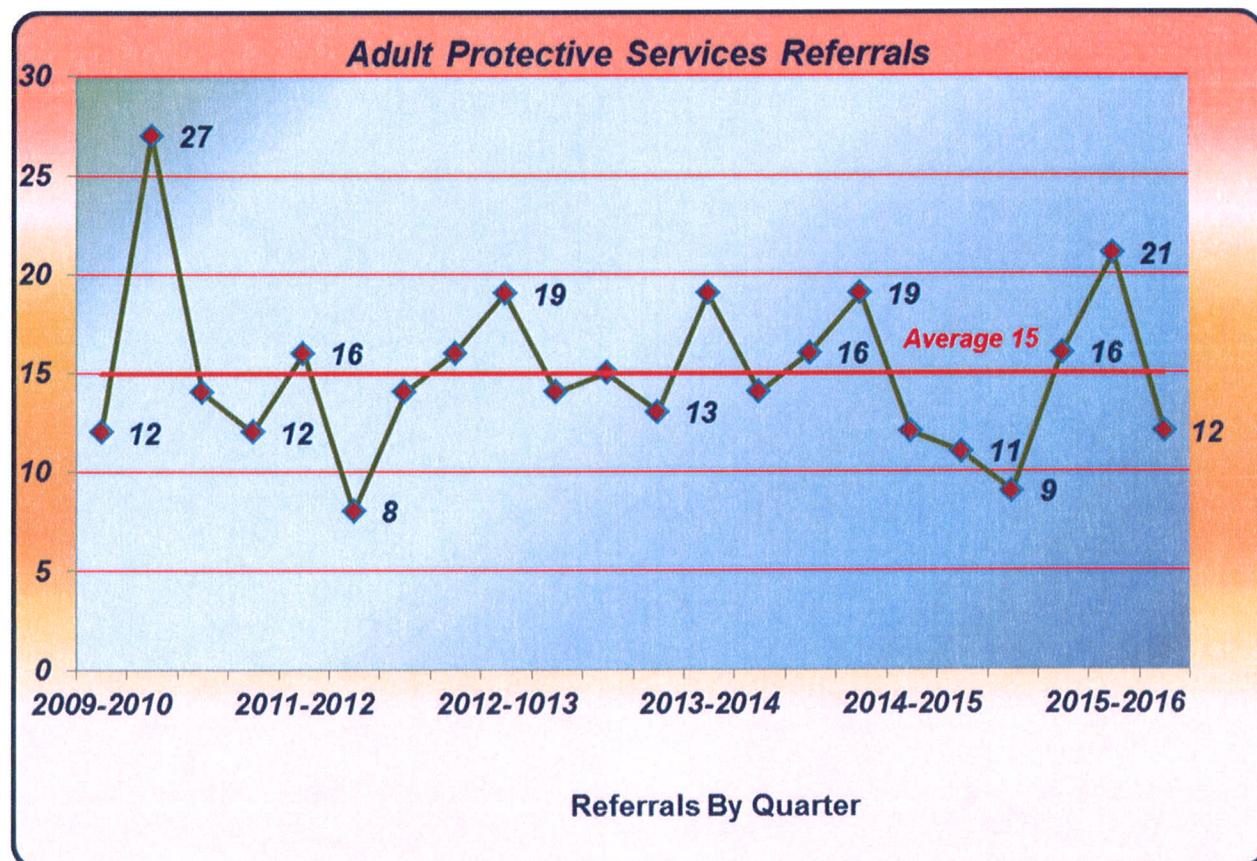
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



### C. Adult Protective Services

Referrals for investigation of adults who've been abused or neglected generally have ranged from a high count of 21 during the July through September quarter to 12 during the most recent quarter. The average rate has been about 15 referrals per quarter.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the referent still has a right to self-determination.



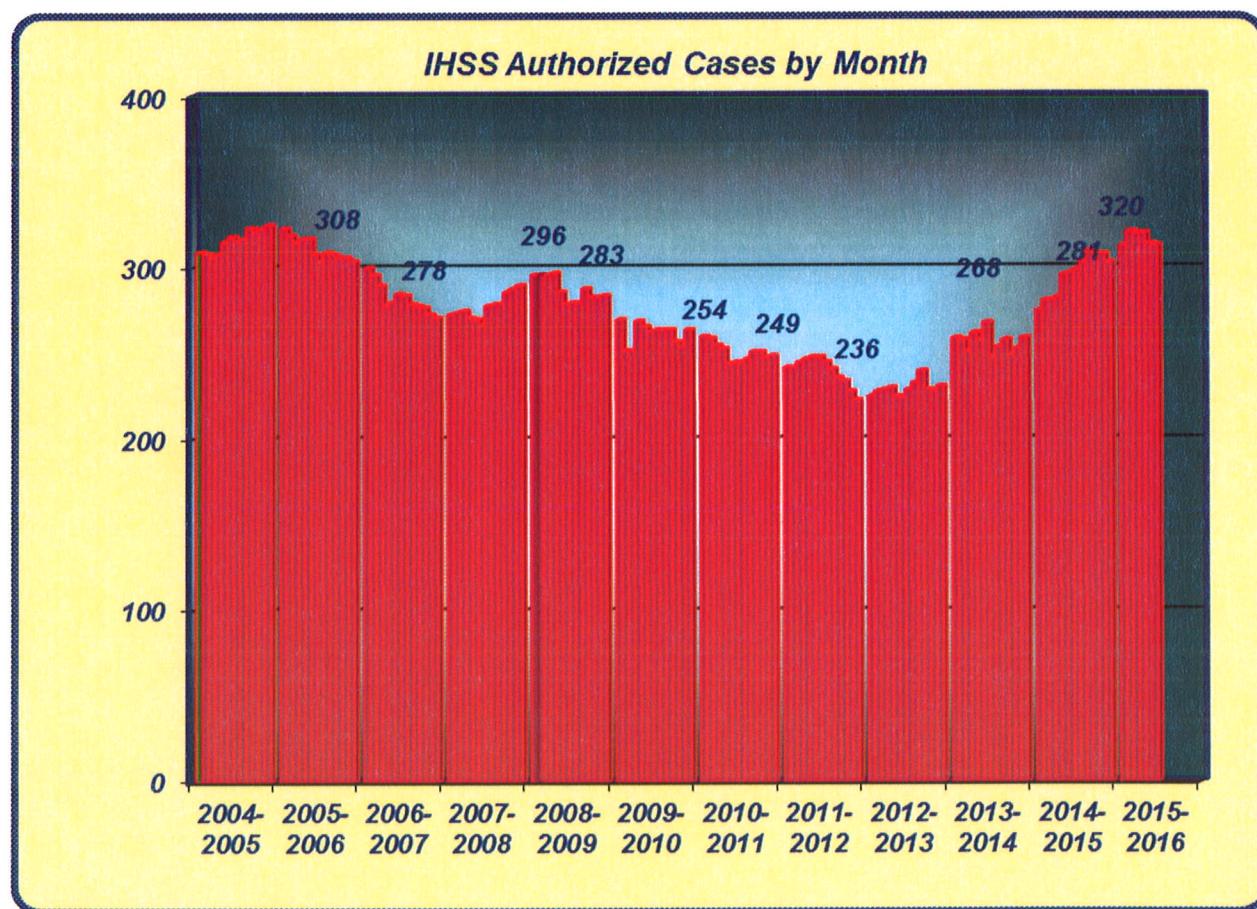
#### **D. In-Home Supportive Services (IHSS)**

The IHSS program experienced a fairly steady period of case count decline from around 2009 to mid-2013. Those reductions in case count were linked to several state regulation and legislative changes that both changed eligibility requirements and reduced the number of authorized hours that could be approved under some circumstances.

With the advent of the Affordable Care Act, the Department determined that it would be likely that the case count might grow some due to people becoming eligible for Medi-Cal (federal Medicaid), as IHSS is funded by Medicaid dollars. That has turned out to be a correct prediction. We believe that we will continue to see some growth in this program due to the ACA.

#### **Average Monthly Case Count**

<b>2013/2014</b>	<b>256</b>
<b>2014/2015</b>	<b>295</b>
<b>2015/2016</b>	<b>317</b>



### **III. PUBLIC GUARDIAN**

The Public Guardian currently provides guardianship and conservator services to a total of 10 LPS and Probate conservatee. The Public Guardian also serves as representative payee for 7 SSI recipients.

## ORDINANCE NO. 16 - \_\_\_\_\_

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTIONS OF CHAPTER 6 OF TITLE 5 OF THE PLUMAS COUNTY  
CODE CONCERNING OUTDOOR FESTIVALS.

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

Section 1. Sections 5-6.01.1, 5-6.02, 5-6.03 and 5-6.04 of Chapter 6. Outdoor Festivals, of Title 5 of the Plumas County Code are hereby amended in their entirety to read as follows:

**CHAPTER 6. OUTDOOR FESTIVALS****Sec. 5-6.01.1 Outdoor festival defined.**

For the purpose of this chapter, "outdoor festival" shall mean and include any outdoor gathering that is for the primary purpose of attending or participating in or observing a musical or theatrical performance to which the public is admitted, with or without the payment of admission charges; provided, however, "outdoor festival" shall not include (1) any authorized activity which is undertaken completely within the boundaries of the Plumas County Fairgrounds, (2) at recognized art fairs or recognized community events/celebrations, which are open to all members of the public without the payment of admission charges, or (3) any activity expressly permitted pursuant to a license agreement previously approved by the Plumas County Board of Supervisors, such activity being governed by the terms of the approved license agreement. "Outdoor Festivals" may be permitted in all zoning districts except open space.

**Sec. 5-6.02. Permits: Required.**

It shall be unlawful for any person to operate, maintain, or conduct an outdoor festival in the unincorporated area of the County, unless he or she shall first obtain a permit to operate or conduct such festival. Any expenses relating to a proposed outdoor festival, including but not limited to the sales of tickets, incurred prior to the issuance of a permit under this chapter shall be incurred at the sole risk of the party incurring such expenses, and the County shall bear no liability for such expenses regardless of the actions taken on the permit application relating to such proposed outdoor festival.

**Sec. 5-6.03. Permits: Applications: Fees.**

The application for a permit to conduct an outdoor festival shall be made in writing to the Director at least one hundred twenty (120) days prior to the first day of such outdoor festival. The application shall be accompanied by a non-refundable application fee and/or deposit in an amount as specified by resolution of the Board and shall be filed with the Director and shall contain the following information:

(a) *Identity.* The name, age, residence, mailing address, and telephone number of the applicant. The applicant must be the promoter of the event;

(b) *Authorized signatories.* If the application is made by a partnership, the application must be signed by a general partner. If the application is made by a limited liability company, the application must be signed by a manager if the applicant is a manager-managed limited liability company, or by a member if the applicant is a member-managed limited liability company. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary thereof. For each of these types of organizations, the address and telephone number of the principal place of business of the applicant shall also be included in the application;

(c) *Location.* The location and legal description of the premises where the outdoor festival is proposed to be conducted, including all lands to be used for parking or other uses incidental to the outdoor festival. The applicant shall identify all of the owners of the premises and submit proof of their ownership and their written consent for the proposed use;

(d) *Dates.* The dates during which the festival is to be conducted;

(e) *Maximum number of attendees and hours of operation.* The maximum number of spectators, participants, and other persons that will be allowed to attend the outdoor festival for each day it is conducted, as well as the hours during which entertainment will be provided;

(f) *Program and plans.* A detailed explanation of the applicant's event and his or her plans to provide the following:

- (1) Commercial liability insurance, as approved by the Plumas County Risk Manager;
- (2) Police protection and security, as approved by the Plumas County Sheriff;
- (3) Fire protection, evacuation plan, and prevention of wildfires, as approved by the Plumas County Office of Emergency Services;
- (4) Water supplies, as approved by the Plumas County Department of Environmental Health;
- (5) Provision of food, as approved by the Plumas County Department of Environmental Health;
- (6) Sanitation facilities, as approved by the Plumas County Department of Environmental Health;
- (7) Medical facilities and services, including access for ambulances and paramedics or emergency medical technicians, as approved by the Plumas County Health Officer;
- (8) Vehicle parking space, as approved by the Plumas County Department of Planning;
- (9) Vehicle access and on- and off-site traffic control, as approved by the Plumas County Department of Public Works;
- (10) If it is proposed or expected that spectators or participants will remain overnight, provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code, as approved by the Plumas County Tax Collector;
- (11) Provisions for the cleanup of the premises and the removal of rubbish after the event has concluded, including recycling of recyclable materials, as approved by the Plumas County Department of Environmental Health;
- (12) Control and prevention of drug consumption and underage alcohol consumption, as approved by the Plumas County Sheriff; and
- (13) Maps or diagrams showing: (a) the location of the property on which the proposed event and all related activities will be held; (b) the location of adjacent roads, lots, and residences; (c) the parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property; (d) the location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending; (e) the location and orientation of loudspeakers; (f) the location, style, wattage and orientation of all temporary lighting. All lighting facilities shall be installed as to focus away from adjoining properties;

(g) the location of camping or other overnight areas; and (h) the location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

A form for approval signatures from the Plumas County departments listed above for each of these elements shall be available from the Director, or his or her department. This form, signed by all applicable Plumas County departments, is an essential element of the application and shall be submitted to the Director with the rest of the application. Failure to submit this form with all necessary signatures shall be grounds for summary denial of the application by the Director.

The Director shall review and submit such application to the Board, and no permit shall be issued by the Director until he or she is authorized to do so by order of the Board at a regular meeting of the Board.

#### **Sec. 5-6.04 Permits: Applications: Hearings: Notices: Investigations: Reports.**

Upon the receipt of a complete application and the application fee, the Director shall request the Board to set a time and date for a public hearing. The Board shall set the application for a public hearing at a regular meeting of the Board to be held not less than sixty (60) days prior to the event. The Clerk of the Board shall publish a notice of public hearing. The Director shall also forward this notice to any other jurisdictions who may be affected by the event, including, but not limited to, the U.S. Forest Service, the United States Fish and Wildlife Service, the California Department of Forestry & Fire Protection, the California Department of Transportation, the California Regional Water Quality Control Board, the California Department of Fish and Wildlife, the California Highway Patrol, the California Department of Parks and Recreation, the Northern Sierra Air Quality Management District, and nearby fire and health districts, in order to solicit comments upon the application from such jurisdictions. The Director may, in his or her discretion, impose additional conditions upon the granting of a permit under this chapter based upon the comments received from the noticed jurisdictions.

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

Section 4. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 5. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 9th day of February, 2016, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 16th day of February, 2016, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Chair, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors

February 8, 2016

Plumas County Board of Supervisor,

I am requesting to be placed on the agenda to discuss how special districts submit their taxation request to the Plumas County Auditor. I have been dealing with two issues on this matter with the Beckwourth Volunteer Fire Department. The first issue is taxing parcels improperly, some parcels were not listed on their special tax list and were taxed. Refer to attached item #10, where I had parcels taxed and your auditor even question it, but the district still taxed them. I did not catch this till the 4 year period was over on some, and the Fire Department stated the 2010 didn't meet requirements for a refund. The 2<sup>nd</sup> tax questions are 2014 /2015 and 2015 / 2016, parcel numbers in question are (250-030-042,043, 025-060-044) refer to attached letter label (A) the board voted 4 to 0 to keep the taxes on the above parcels. Parcels 025-030-043 and 025-060-040 are not listed on the annexation from 2012 or on final signing in 2013. 025-030-042 is not listed on the original 2012 documents, but does appear on the 2013 document stating a portion is already in the district, (and has been since the 1950's). I was not advised it was added to the annexation, the fire chief stated, their attorney said they could do it, and they had to vote to keep the annexation tax to defend the fire department. I submitted document #9 which stated the area outside of the ground already in the district could not be built on. I do not see where they can include property which was not on the original request for annexation.

The second issue is the tax applied by the Beckwourth Volunteer fire department of \$158.67 with a 4% annual increase, tax's for 2014/2015 were \$169.28 and 2015/2016 were \$176.10. I submitted open records request and received no response, after more requests and going through boxes of annexations information the only prop 218 vote as identified by the district's attorney was for \$60.00 with a 2% annual. **They cannot provide a signed resolution on this annexation, is this not required at least the first time for an agency to request monies for a special district tax?** There are two other residential annexations, one at \$40.00 a parcel and one with a flat \$60.00 rate. The \$40.00 area actually touches my property, and is within approximately three miles of (4) other

property owners. Refer to attached # 4, 2<sup>nd</sup> page where supervisors talk of \$60.00 for residential and \$135.00 for commercial/industrial property. Which is what we had heard at the meeting held at the Beckwourth Fire Department at the start of the process.

I started an open records request in 2014 for documentation supporting the \$158.67 and received no information until September 17, 2015 (#11) when Volunteer Fire Chief Gregg McCaffrey stated it was from the Grizzly Ranch subdivision. There is no supporting documentation supporting a major subdivision on the annexation file 2011-annex-001 to support the amount charged in the resolution 2012-003. Refer to attached item #1 where Plumas County Administrative Office asked for supporting documentation and the **Fire Department letter states there will be a future subdivision one of which is for a community of over 250 homes.** This is a false statement there are no approved subdivision maps recorded or signed as completed by the planning department. Refer to attached item #2 a letter from the Plumas County Planning & Building Service, which was used to justify tax money from the people of Plumas County using property taxes on private property land owners and Plumas County tax negotiations supporting the district TRA request.

I believe the county needs to review how they have been allowed to continually tax parcel's incorrectly, and how they asses a special tax on property with no supporting documentation? How a letter with false information is not caught? Which would help private land owners when dealing with a district which continues to file an unsupported special tax which they have no supporting documentation for.



Dwight Ceresola



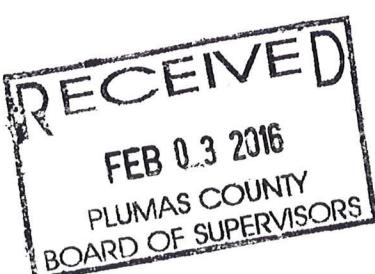
El Dorado County Chamber of Commerce  
Placerville, CA 95667  
(530) 621-5885

**5A**  
**Invoice**

DATE	INVOICE #
1/29/2016	20140756

BILL TO
Plumas County Board of Supervisors 520 Main Street Rm 309 Quincy, CA 95971

P.O. NO.	TERMS

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Membership	1	Annual Membership Dues - <u>SFAC</u> <i>Sustainable Forest Action Coalition</i>	500.00	500.00
				
<b>Sales Tax (8.0%)</b>				\$0.00
<b>Total</b>				\$500.00

Phone #
530-621-5885