

## **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 MARCH 01, 2016 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

### **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) BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (Christian Encounter Ministries: 34<sup>th</sup> Annual Agony Bicycle Ride July 29-30, 2016, Sierra Valley)

#### **B) CLERK OF THE BOARD**

Approve Board minutes for February 2016

#### **C) TREASURER/TAX COLLECTOR**

- 1) Authorize the Treasurer/Tax Collector to Sell Tax-Defaulted Property subject to the Power of Sale
- 2) Adopt **RESOLUTION** Substituting Officers Authorized to Direct Transfer of Tobacco Settlement Funds

#### **D) QUINCY HIGH SCHOOL MUSIC PROGRAM**

Approve request to waive fees for use of the Quincy Memorial Hall on March 19, 2016 as venue for the Quincy Big Band with proceeds going to support the Quincy High School Music Program

#### **E) SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement between County of Plumas and Dale Harris, DDS of \$40,000 for dental services to Jail inmates; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and RSH, Inc. dba Horton Tire Center of \$20,000 for vehicle maintenance and service; approved as to form by County Counsel
- 3) Adopt **RESOLUTION** authorizing the Sheriff to sign the 2016-2017 Boating Safety and Enforcement Financial Aid Program Contract
- 4) Approve and authorize the Chair to sign Agreement of \$100,000 between the County of Plumas and the City of Portola for Law Enforcement Services; approved as to form by County Counsel
- 5) Adopt **RESOLUTION** authorizing the Sheriff to Apply for Grant Funds for the State of California, Department of Parks and Recreation Off-Highway Vehicle Grant Funds

**F) PROBATION**

Approve and authorize the Acting Chief Probation Officer to sign contract between County of Plumas and Ray Morgan Company for two new copy machines; approved as to form by County Counsel

**G) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign Agreement between County of Plumas and Quincy Tow Service and Repair, Inc. for vehicle maintenance and repair; and authorize the Director of Social Services to execute two additional twelve month extensions after the conclusion of the current term; approved as to form by County Counsel
- 2) Accept a bid from Quincy Auto Sales for purchase of an all-wheel drive Toyota Highlander, LE, model 6949G; and authorize the Director of Social Services to sign all documents related to the purchase at a bid price not to exceed \$37,550 as approved in the budget for FY 2015-2016

**H) MENTAL HEALTH**

Approve and authorize the Chair to sign contract of \$25,000 between County of Plumas and Plumas Glass for installation of bullet proof glass at front counter of Mental Health Department

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convene as the Grizzly Ranch CSD Governing Board**

**2. GRIZZLY RANCH CSD**

Adopt **RESOLUTION** Proposing a Ballot Measure to Change to an Elected Board of Directors and the Election of New Members to the Board of Directors of Grizzly Ranch Community Services District. **Roll call vote**

**Adjourn as the Grizzly Ranch CSD Governing Board and reconvene as the Board of Supervisors**

**3. DEPARTMENTAL MATTERS**

**A) BUILDING/CODE ENFORCEMENT – John Cunningham**

Adopt **RESOLUTION** Amending the Job Description of Code Enforcement Officer; and direct Human Resources to begin recruitment to fill the position. **Roll call vote**

**B) AUDITOR/CONTROLLER – Roberta Allen**

- 1) Approve and authorize Auditor Controller to sign Agreement of \$7,500 between County of Plumas and the Howard E. Nyhart Company for updated actuarial valuation of Plumas County's retiree health benefits program as of July 1, 2015, as required by Government Accounting Standards Board Statements (GASB) No. 43, 45, and 68; approved as to form by County Counsel; discussion and possible action
- 2) Approve and authorize Auditor Controller to sign Agreement of \$3,500 between County of Plumas and MGT of America, Inc. for preparation SB 90 Mandated Program Claims for Reimbursement; approved as to form by County Counsel; discussion and possible action

C) **PUBLIC WORKS** – Robert Perreault

- 1) Approve budget transfer of \$1,200 from Industrial Equipment (541900) to Computer Hardware (549500) for replacement of network server to provide reliable data backup and security for the Department; discussion and possible action
- 2) Adopt **RESOLUTION** Ratifying the Application for Federal Funds for the Bucks Lake Road Slope Stabilization Project in Regard to the Requirements of the Federal Lands Access Program. **Roll call vote**
- 3) Solid Waste Division: Adopt **RESOLUTION** Supporting the Renewal of the Northeastern Recycling Market Development Zone (RMDZ); and approve and authorize the Director of Public Works to sign Agreement to delegate funds associated with the objectives of the RMDZ to the Zone Administrator. **Roll call vote**

4. **BOARD OF SUPERVISORS**

- A. Approve amendment to 2015 Title III Application No. 3 (Radio Tower and Vault Project) submitted by the Plumas County Sheriff reducing the allocation from \$125,000 to \$105,111; discussion and possible action
- B. Consider request from Shasta Cascade Wonderland Assoc. for funding of \$300 for the 2016 Shasta Cascade Annual Tourism Summit to be held April 07, 2016; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

5. **CLOSED SESSION**

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

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Amy Granat, et al., Plaintiffs, v. United States Department of Agriculture, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:15-cv-00605 MCE-DAD (Plumas National Forest Travel Management Plan)
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, March 08, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.





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

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

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

February 18, 2016

**TO: HONORABLE BOARD OF SUPERVISORS**

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

**SUBJECT: AGENDA ITEM FOR MARCH 1, 2016: REQUESTING APPROVAL  
AUTHORIZING THE SALE OF TAX-DEFAULTED PROPERTY SUBJECT TO THE  
POWER OF SALE**

**REQUEST:** The Board authorizes the sale of tax-defaulted property subject to the power of sale as outlined in Exhibit "A".

**BACKGROUND:**

The Tax Collector is required to periodically offer properties for sale at public auction that are 5 years tax default and have become subject to sale. Currently, there are 54 properties that will be offered at sale.

In order to conduct a sale, it is necessary for the Board to approve the sale and minimum bids as established by the Tax Collector. I have attached the Request for Approval requiring a signature. This action starts an intensive process commanded by the Revenue and Taxation Code of California to conduct a sale. It includes parties of interest searches, certified notices and personal contact.

The Internet auction will be held May 13 - 16, 2016, Friday - Monday, to sell the properties listed in Exhibit "A". Properties will be advertised by an Internet auction advertising website-Bid4Assets.com. All parcels that are not sold within the time set for the sale, under Revenue and Taxation Code Section 3692(e), may be re-offered for sale within ninety (90) days. Bid4Assets has the re-offer sale scheduled for June 17<sup>th</sup> - 20<sup>th</sup>, 2016.

Bid4Assets.com specializes in advertising and selling government property and surplus sales on the Internet. The services it will provide include Internet and traditional marketing with links from other websites, newspapers, industry-specific advertising and promotion to its real estate bidder base of 20,000. Internet auction services are part of a package, which allows many more people to participate in the auction. Provisions will be made for the phone, mail, and FAX bids for those who don't have ready access to the Internet.

Thank you.

**EXHIBIT "A"**

<b>FEE PARCEL</b>	<b>ASSESSED OWNER</b>	<b>MINIMUM BID</b>
003-150-001-000	JOHNSON KERRY & BARBARA H/W	\$ 1,046.00
009-364-003-000	BRUNEL LOUIS P ETAL 2721 FOREST KNOLL LANE, GREENHORN RANCH	\$ 2,637.00
009-382-030-000	BRUNEL PETER 2720 FOREST KNOLL LANE, GREENHORN RANCH	\$ 2,580.00
009-382-031-000	BRUNEL PETER 2700 FOREST KNOLL LANE, GREENHORN RANCH	\$ 2,540.00
009-382-032-000	BRUNEL PETER	\$ 2,554.00
009-382-035-000	BRUNEL LOUIS PETER 2580 MEADOW VIEW LANE, GREENHORN RANCH	\$ 3,092.00
009-391-003-000	BROWN BILLY W 2045 BUCKHORN CIRCLE, GREENHORN RANCH	\$ 3,000.00
025-160-009-000	WOMACK SHAUNA ANN LOUISE 5787 GRIZZLY ROAD, GRIZZLY ROAD	\$ 3,398.00
025-450-002-000	HOLLAND JOSHUA P 2860 22N03, BECKWOURTH	\$ 2,964.00
028-040-029-000	SHAW ARCHIBALD C III 426 GRIZZLY RANCH ROAD, GRIZZLY ROAD	\$ 23,801.00
028-040-040-000	KRAUS JOSEPH R 20 SORREL LANE, GRIZZLY ROAD	\$ 8,000.00
028-090-002-000	ROTH DAVID A & LEE SILLA 102 RED HAWK, GRIZZLY ROAD	\$ 21,982.00
028-100-005-000	SCHOELKOPF ROBERT F & STARLA 65 BIG GRIZZLY, GRIZZLY ROAD	\$ 20,832.00
028-100-006-000	DAVID BILL ETAL 47 BIG GRIZZLY, GRIZZLY ROAD	\$ 20,805.00
028-110-016-000	SHAW TODD 318 BIG GRIZZLY, GRIZZLY ROAD	\$ 11,000.00
028-120-011-000	SHAW DEBRA L 101 SMITH PEAK DRIVE, GRIZZLY ROAD	\$ 11,000.00
028-130-043-000	ROTH DAVID A 229 SPRING MEADOW DRIVE, GRIZZLY ROAD	\$ 21,084.00
100-050-021-000	JACOBS PETER S TRUSTEE 163 MAIN STREET, CHESTER	\$ 8,145.00
100-193-013-000	OGLE JEFF S 539 MAIN STREET, CHESTER	\$ 22,311.00
103-310-009-000	DU BORD TODD A & TRACY J TRUSTEE 201 FOX PEAK DRIVE, LAKE ALMANOR PENINSULA	\$ 5,640.00
106-070-005-000	FROWISS ALBERT C JR 7380 HIGHWAY 147, EAST SHORE	\$ 3,257.00

106-242-001-000	RETALLACK ESTHER E ESTATE OF 3420 HIGHWAY 147, EAST SHORE	\$	4,202.00
110-016-004-000	WILSON DONALD L & MARY C 410 SECOND STREET, GREENVILLE	\$	1,820.00
111-180-007-000	PEW RANDY A & VALERIE A TRUSTEE 390 ARLINGTON ROAD, CRESCENT MILLS	\$	54,726.00
111-180-011-000	PEW RANDY A & VALERIE A TRUSTEE 377 MILL VIEW ROAD, CRESCENT MILLS	\$	9,995.00
112-123-001-000	BERNALL T GREG 1391 CLEGHORN DRIVE, BUCKS LAKE	\$	2,241.00
113-162-001-000	DOCKINS LARRY W & SUSANNE E 117 ADA LANE, MEADOW VALLEY	\$	1,447.00
113-162-002-000	DOCKINS LARRY W & SUSANNE E 95 ADA LANE, MEADOW VALLEY	\$	1,447.00
113-163-005-000	DOBSON PAUL A 312 SPANISH VIEW DRIVE, MEADOW VALLEY	\$	3,293.00
115-042-012-000	MC CORMICK RUBY R 11 LINDAN AVENUE, QUINCY	\$	12,179.00
122-140-054-000	BIRKS JAMES W 59791 HIGHWAY 70, CROMBERG	\$	2,663.00
122-250-002-000	TERRY BERNICE C ETAL 60282 MT TOMBA ROAD, CROMBERG	\$	9,540.00
122-250-003-000	TERRY BERNICE C ETAL 60300 MT TOMBA ROAD, CROMBERG	\$	33,679.00
123-350-007-000	CHRISTENSEN JEFFREY A 4540 23N33, MOHAWK	\$	789.00
125-093-004-000	DECKER ROSE E 1/6 ET AL 74369 RIVER VIEW AVENUE, PORTOLA	\$	962.00
125-104-005-000	PARRISH DONALD L & ANNA J H/W 74388 PLUMAS AVENUE, PORTOLA	\$	1,301.00
125-107-011-000	PARRISH DONALD L & ANNA J H/W 74380 MILL AVENUE, PORTOLA	\$	1,454.00
125-184-006-000	KEPPEL ROBERT M & DANA M H/W	\$	2,000.00
125-251-009-000	WENTLING DANIEL G & LAURIEL H 533 EAST SIERRA AVENUE, PORTOLA	\$	5,746.00
125-291-008-000	WENTLING DANIEL G & LAURIEL H H/W	\$	4,655.00
125-383-023-000	WALKER RUTH R ESTATE OF 227 ARRIBA AVENUE, DELLEKER	\$	5,065.00
125-392-001-000	RUSCH CHRIS 355 BELLA VISTA DRIVE, DELLEKER	\$	1,721.00

125-412-009-000	LEDBETTER CATHY J ESTATE OF 243 LADERA LANE, DELLEKER	\$	6,639.00
126-024-005-000	SIMPSON AILSA ET AL 5666 SEMAPHORE ROAD, PORTOLA	\$	2,464.00
126-077-001-000	VILLAFUERTE CHRISTIAN R 201 MAIN STREET, PORTOLA	\$	5,807.00
126-094-011-000	CHRISTIAN SUSAN L	\$	1,000.00
126-161-006-000	SHIRLEY LAURA L	\$	500.00
126-161-007-000	SHIRLEY LAURA L	\$	500.00
128-151-017-000	TAYLOR JOHN E 3554 GRIZZLY ROAD, GRIZZLY ROAD	\$	1,759.00
129-052-009-000	TERRY BERNICE C TRUSTEE 412 LUNDY LANE, MOHAWK	\$	14,525.00
131-340-011-000	GOLD MOUNTAIN HOMEOWNERS ASSOCIATION 1223 GREAT SPIRIT, PORTOLA	\$	6,295.00
140-050-025-000	GEPFORD RICHARD D 80 MAIN STREET, BECKWOURTH	\$	26,631.00
531-262-021-543	PRESTIGE DEVELOPMENT LLC A CA LLC TIMESHARE WEEK, GOLD MOUNTAIN	\$	589.00
531-262-021-544	PRESTIGE DEVELOPMENT LLC A CA LLC TIMESHARE WEEK, GOLD MOUNTAIN	\$	589.00

102

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
SUBSTITUTING OFFICERS AUTHORIZED TO  
DIRECT TRANSFER OF TOBACCO SETTLEMENT FUNDS

RESOLUTION NO. 2016-

**WHEREAS** the Attorney General of the State of California and representatives of a number of California Counties and Cities entered into a Memorandum of Understanding (AMOU@), which allocates a portion of settlement proceeds stemming from litigation against various manufacturers of tobacco products;

**WHEREAS** the County has, in consideration for receiving its portion of the settlement proceeds as allocated to Cities and Counties in the MOU, executed the Agreement Regarding Interpretation of MOU (AARIMOU@) and the Release, approved by the J.C.C.P. 4041 Court;

**WHEREAS**, in accordance with the terms of the ARIMOU, and by Resolution, duly by the Board adopted on **March 1, 2016**, the County has designated certain officers and their successors in Office as those authorized to direct the transfer of the County's settlement funds on behalf of the County; and

**WHEREAS** the County now desires to substitute different officers for those previously designated;

B.J. Pearson, Chair Board of Supervisors

Bob Conen, County Administrative Officer

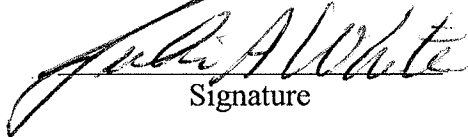
Ginny Dunbar, County Treasurer-Tax Collector

**NOW, THEREFORE, BE IT RESOLVED** that the following officers or their successors in office shall be authorized to direct the transfer of the County=s settlement funds on behalf of the County:

Julie A. White,  
Plumas County Treasurer –  
Tax Collector

Sharon Thrall,  
Plumas County Supervisor,  
Chair of the Board

Roberta Allen,  
Plumas County Auditor

  
Signature

Signature

  
Signature

**BE IT FURTHER RESOLVED**, that all notices from the Office of the Attorney General to the County regarding tobacco settlement funds shall be sent to following person/agency: **SEE ATTACHED EXHIBIT “A”**

**PASSED AND ADOPTED**, by the Board of Supervisors of the County of Plumas, State of California, this 1<sup>st</sup> day of March, 2016.

**AYES:** Supervisors

**NOES:** Supervisors

**ABSENT:** Supervisors

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

**Attest:**

\_\_\_\_\_  
**Clerk of the Board**

**EXHIBIT "A"**  
**Plumas County Contacts for Tobacco Settlement Funds**

- 1) **Name of Person/Agency:** Mimi Hall, Plumas County Public Health Agency Director

**Address:** 270 County Hospital Road  
Quincy, CA 95971

**Telephone:** (530) 283 - 6337

**Facsimile:** (530) 283 - 6425

**E-Mail:** MimiHall@countyofplumas.com

- 2) **Name of Person/Agency:** Julie A. White, Plumas County Treasurer-Tax Collector

**Address:** P.O. Box 176  
520 Main Street, Rm. 203  
Quincy, CA 95971

**Telephone:** (530) 283 – 6410

**Facsimile:** (530) 283 – 0946

**E-Mail:** juliewhite@countyofplumas.com

- 3) **Name of Person/Agency:** Roberta Allen, Plumas County Auditor/Controller

**Address:** 520 Main Street, Rm. 205  
Quincy, CA 95971

**Telephone:** (530) 283 - 6248

**Facsimile:** (530) 283 - 6442

**E-Mail:** robertaallen@countyofplumas.com

- 4) **Name of Person/Agency:** Nancy DaForno, Clerk of the Board of Supervisors

**Address:** 520 Main Street, Rm. 309  
Quincy, CA 95971

**Telephone:** (530) 283 – 6170

**Facsimile:**

**E-Mail:** PCBS@countyofplumas.com

DaForno, Nancy

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10

**Subject:**

FW: Question

Nancy,

My name is Ethan Boyd and I am currently a senior at Quincy High School working on my senior project which is to bring back the Quincy Big Band with proceeds going to support the QHS Music Program. I recently spoke with Dony Sawchuk the Director of Facilities and Airport for Plumas County to reserve the Quincy Vets Hall for March 19, 2016 as the venue for the Big Band and Dony suggested that due to the nature of this facility use and who it will benefit that I approach the Plumas County Board of Supervisors to request if the facility usage fee for this event could be waived.

Would it be possible to have this request placed on an upcoming Board of Supervisors agenda? Please feel free to contact me with any questions.

Thank you for your consideration and assistance,

Ethan Boyd






GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

1E1

## Memorandum

**DATE:** February 9, 2016  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of March 1, 2016

**It is recommended that the Board:**

Approve and sign contract #PCSO00015 between the Plumas County Sheriff's Office (PCSO) and Dale Harris, DDS in the amount of \$40,000.

**Background and Discussion:**

The term of this contract is 03/16/16 – 03/15/17. This purpose of this agreement with Dale Harris, DDS is to provide dental services to Jail inmates as required by law.

Agreement has been approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
DENTAL SERVICES**

THIS AGREEMENT is made and entered into this 16th day of March, 2016 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Dale Harris, DDS, an individual ("Contractor").

**W I T N E S S E T H :**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONTRACTOR**

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

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

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

SM COUNTY INITIALS

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Forty Thousand and No/100 Dollars (\$40,000.00).

2.2 Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

SM COUNTY INITIALS

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

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

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

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

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

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

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

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

4.1. Term. This Agreement shall commence on the Effective Date and end on March 15, 2017 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

## **5.0. INSURANCE**

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

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

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

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

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONTRACTOR:

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

Tel: (530) 283-0980

IF TO COUNTY:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

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

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

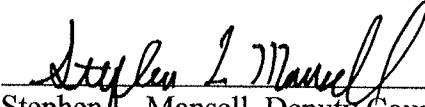
Date: \_\_\_\_\_

CONTRACTOR

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

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

APPROVED AS TO FORM:  
Office of the County Counsel

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

Date: 2/5/16

## EXHIBIT A

### SCOPE OF WORK AND FEE SCHEDULE

1. Provide dental services to inmates at the Plumas County Correctional Center. Such services shall be on an as-needed basis upon request of the County. County shall contact Contractor's office to schedule services under this Agreement. Inmates will be transported to the Contractor's office at the expense of the County.
2. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that particular service:
  - Oral evaluation (exam): \$65
  - Intra Oral X-Rays (each): \$26
  - Panographic X-Ray (whole mouth): \$95
  - Simple extraction: \$149
  - Surgical extraction: \$235
  - Silver filling: \$155
  - Composite filling (white): not to exceed \$242
  - Mouth debridement (scale) of teeth: \$86
  - Root canal treatment: \$773
  - Emergency after hours (office visit): \$130
3. Contractor shall provide an estimate for denture work and tooth replacement upon request of the County.




GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

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## Memorandum

**DATE:** February 9, 2016  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of March 1, 2016

**It is recommended that the Board:**

Approve and sign contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Horton Tire Center in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 04/01/16 – 03/31/17. The purpose of this contract is for vehicle maintenance & service.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and RSH, INC. a corporation, doing business as Horton Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from April 1, 2016 through March 31, 2017, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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



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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Horton Tire Center  
116 E. Main Street  
Quincy, CA 95971  
Attention: Ron Horton

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. .
25. Termination of Prior Contracts. The prior contract County, by and through its Sheriff's Office, shall be deemed terminated as of March 31, 2015.

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

**CONTRACTOR:**

RSH, Inc.  
dba Horton Tire Center

By: \_\_\_\_\_  
Name: Ron Horton  
Title: President  
Date signed:

By: \_\_\_\_\_  
Name: Stephanie Horton  
Title: Vice President  
Date Signed:

**COUNTY:**

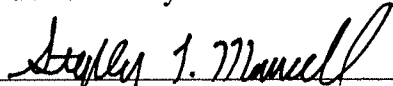
County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Sheriff-Coroner  
Date signed:

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

**APPROVED AS TO FORM:**

Plumas County Counsel

  
\_\_\_\_\_  
Stephen L. Mansell  
Deputy County Counsel  
Date signed: 2/5/16

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Sale and installation of new tires.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Vehicle alignment.
  - f. Brakes and shocks repair and replacement.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at a maximum of \$90 per hour.
2. Prices for tires quoted prior to installation.
3. LOF changes with inspection shall be charged at \$32.50 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.
4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff


1E3

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

## Memorandum

**DATE:** February 16, 2016

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Item for the meeting of March 1, 2016

### It is recommended that the Board:

Adopt Resolution and authorize the Sheriff to sign the 2016-2017 Boating Safety and Enforcement Financial Aid Program Contract allowing the Sheriff's Office to participate in the Department of Boating & Waterways Financial Aid Program.

### Background and Discussion:

The Boating Safety and Enforcement Financial Aid Program provides funding for the Plumas County Sheriff's Boating Safety and Enforcement Unit to provide education and information on boating safety issues, supervise organized water events, provide assistance to water users, and enforce state and local laws on the waterways in Plumas County.

The funding awarded in the annual contract for BS&E program costs for fiscal year 16/17 is a baseline allocation of \$132,511.00. The program requires a county contribution of the estimated county boat tax revenue in the amount of \$17,054.41. The total BS&E program budget for FY 16/17 is \$149,565.41.

This agreement shall be for the term beginning July 1, 2016 and ending June 30, 2017.

Resolution and contract have been reviewed by County Counsel.

**PLUMAS COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION # \_\_\_\_\_**

**WHEREAS,** THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "THE PLUMAS COUNTY SHERIFF'S BOATING SAFETY AND ENFORCEMENT PROGRAM" FOR FY 2016-2017, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS.

**NOW, THEREFORE,** BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO SIGN AND SUBMIT THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM CONTRACT ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE ANNUAL ACTIVITY REPORT. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN ALL QUARTERLY CLAIMS FOR REIMBURSEMENT. THE GRANT PROPOSALS AND ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

**IT IS AGREED,** THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM GUIDELINES.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON \_\_\_\_\_, 2016 BY THE FOLLOWING VOTE;

**AYES;**

**NOES;**

**ABSENT;**

**CHAIR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Sherrie Thrall, Chair

**ATTEST; SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Nancy DaForno, Clerk





### **Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>ST</sup> day of July, 2016*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the **COUNTY OF PLUMAS**, hereinafter called "Agency";

#### **WITNESSETH**

**WHEREAS**, Contingent on approval of the **Fiscal Year 2016-2017** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

#### **I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

#### **II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

#### **III. Payments**

A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$132,511.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_ monthly **OR** X quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

**IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

**V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

***TO DEPARTMENT***

Ms. Corrina Dugger  
Department of Parks and Recreation  
Division of Boating and Waterways  
One Capitol Mall, Suite 500  
Sacramento, CA 95814

***TO AGENCY***

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

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

**VI. Term**

This agreement shall be for the term beginning **July 1, 2016**, and ending **June 30, 2017**.

**VII. Prior Agreements**

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

**VIII. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

**IX. Termination**

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

**X. Special Provisions**

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION, DIVISION OF BOATING AND  
WATERWAYS

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

*California Department of Parks and Recreation,  
Division of Boating and Waterways*

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

“Department”

COUNTY OF PLUMAS

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

Title: Sheriff

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

“Agency”

Approved as to form:

*Stephen J. Mard...* 2/8/16  
COUNTY COUNSEL



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff


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

1E4

## Memorandum

**DATE:** February 17, 2016

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Item for the meeting of March 1, 2016

### Recommended Action:

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

### Background and Discussion:

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

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

This current agreement is for the period of July 1, 2015-June 30, 2016 and the City has agreed to pay \$100,000 for services as per the agreement.

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

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

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

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

**1. TERM**

1.1. Effective Dates. This Agreement shall be effective for a period of 12 months from July 1, 2015 through June 30, 2016 unless terminated sooner as provided herein.

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

1.3. Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4. Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

**2. SCOPE OF SERVICE**

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

2.1.1 Enforcement of State statutes and City codes and ordinances;

- 2.1.2 Traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Parking enforcement and related services;
- 2.1.5 Animal control services;
- 2.1.6 In the event the PCSO experiences a shortage of manpower and can't fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County;
- 2.1.7 Community-oriented policing services and crime prevention services; and
- 2.1.8 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.

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

### **3. COMMUNITY OFFICER**

3.1 Community Officer Defined. In addition to the services described in Section 2.1 above, which shall be provided by deputy sheriffs and other PCSO personnel in the same manner as the PCSO provides such services in the unincorporated areas of Plumas County, PCSO shall station one non-sworn PCSO employee (or, at the sole discretion of PCSO, a uniformed deputy) at the City of Portola City Hall (in addition to regularly-assigned deputies stationed at the Portola Substation) for assignment within the City limits of the City at the direction of PCSO. This non-sworn PCSO employee or uniformed deputy (hereinafter "Community Officer") shall be assigned to regular duty shifts at City Hall as mutually agreed upon between PCSO and the City. The Community Officer assigned to the Portola City Hall may be of any rank or classification, although the City's financial obligations pursuant to this Agreement shall not be adjusted to match the actual pay scale of the Community Officer. The Community Officer shall provide community-oriented law enforcement services and crime prevention services. The Community Officer shall provide services to the City for not less than twenty (20) hours per week, but not greater than twenty-eight (28) hours per week, subject to funding and personnel availability. The Community Officer shall not be a substitute for other general services provided by PCSO.

3.2 Effect of Vacations, Illness, and Training on Level of Service. PCSO will continue to provide service within Portola, including responding to calls and follow-up on any pending items, regardless of any vacations or sick days taken by the Community Officer or other PCSO personnel. If the regular Community Officer is out of the office for a period of time of more than 14 consecutive days, there will be a replacement Community Officer assigned to Portola City Hall.

3.3 Duties of Community Officer. The Community Officer shall provide the services specified in Sections 3.1 herein, and shall assist other PCSO personnel in providing the services specified in Section 2.1 herein. During the hours of his/her assigned shifts, the Community Officer shall confine himself or herself to the City of Portola, except for backup of other law enforcement personnel as needed and for providing emergency response to calls within the unincorporated areas of the County when no other PCSO units are available.

#### **4. EQUIPMENT, COMMUNICATIONS, AND TRAINING**

4.1 Vehicle. City shall furnish the Community Officer with one vehicle to use for the purpose of providing services pursuant to this Agreement. At its sole cost and expense, PCSO shall be responsible for placing PCSO and/or City markings on the vehicle, which shall be displayed in a manner mutually agreed upon by City and PCSO. At its sole cost and expense, PCSO will be further responsible for providing fuel and maintenance for the vehicle. If the vehicle provided by the City is unavailable for use during a given shift due to maintenance or repair needs, PCSO shall provide, at no additional charge to the City, a replacement vehicle. Should the vehicle become unusable for any reason, PCSO shall provide a replacement vehicle for the Community Officer.

4.2 Equipment. At its sole cost and expense, PCSO shall furnish safety equipment for the Community Officer, including body armor, leather goods as required, handcuffs, pepper spray, and uniforms, as determined by PCSO. In its sole discretion, PCSO may also furnish sidearms for the Community Officer, a shotgun or shotguns for the vehicle, radar, radio, and other electronic equipment for the vehicle and any other tools or equipment needed for providing service as determined by PCSO. A suitable computer as required by the Community Officer to provide service shall be furnished by PCSO. The City may furnish additional equipment at its sole discretion.

4.2.1 Use of Equipment Furnished by City. PCSO shall be permitted to use equipment furnished by the City, until and unless this Agreement terminates or is terminated or the City requires the return of a specific item or items of equipment. PCSO shall maintain automobile insurance on the vehicle owned by City and used by PCSO personnel. During the term of this Agreement, City shall be entitled to request the return of any and all pieces of equipment furnished by the City, with the exception of the vehicle provided. At the termination of this Agreement, all items of equipment supplied by the City shall be immediately returned to the City. All City items or equipment used by PCSO and/or the Community Officer shall be maintained in operating condition, and malfunctions or damage shall be repaired immediately at the sole cost and expense of PCSO. Equipment returned to the City shall likewise be in operating condition, and

PCSO shall repair any and all malfunctions or damage, and replace any lost or destroyed equipment, at its own expense prior to returning equipment to the City, except for those items needing replacement at the end of the item's useful life due to normal wear and usage as mutually agreed by the City and PCSO.

4.3 Communications. At its sole cost and expense, PCSO shall ensure that capacity to receive and transmit on City's radio frequency shall be installed in the City-owned vehicle, as well as in all PCSO vehicles stationed at the Portola substation.

4.4 Training. PCSO shall bear the costs of regular and ongoing training of the Community Officer and other PCSO personnel, and any additional training as agreed to by the PCSO and City. Such training may include, without limitation, Community-Oriented Policing, code enforcement, bicycle, and policing by environmental design training.

## **5. REPORTS AND MEETINGS**

5.1 Reports. On a weekly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; (v) code enforcement issues; and (vi) any other information considered pertinent by PCSO. This reporting requirement can be fulfilled by the Community Officer's participation in the City's staff meetings or meeting personally with the City Manager. At no additional charge to the City, PCSO will also provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

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

5.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

5.4 Grants. PCSO and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.



## **6. SCHEDULING OF ASSIGNED DEPUTY**

6.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required (except that City may request training pursuant to Section 4.4), maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder. The City Manager will consult with PCSO regarding the Community Officer's and PCSO's scheduling and performance under this Agreement.

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

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

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

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

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

## 8. COMPENSATION FOR SERVICES RENDERED

8.1 Base Payment. City shall provide one hundred percent (100%) of the City's Citizens Options for Public Safety (COPS) funding to the County and PCSO for the services rendered pursuant to this Agreement. Payment shall be made no later than 30 days after the City receives COPS finding from the State of California remitted through the County, typically in January, April, and July.

### 8.2 Credits.

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

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

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

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

## 9. INDEMNIFICATION

9.1. Claims Arising from Sole Acts or Omissions of County. County does hereby agree to defend and indemnify City, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

9.2. Claims Arising From Sole Acts or Omissions of City. The City hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this

Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

9.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 9.5 below.

9.4. Joint Defense. Notwithstanding section 9.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 9.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

9.5. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

## **10. SUBROGATION**

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

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

## **11. RIGHT TO AUDIT RECORDS**

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

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

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become

available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of COPS and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 12 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code.

### **13. SPECIAL EVENT SERVICES**

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

### **14. INTERNAL POLICIES**

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

### **15. AMENDMENTS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

### **16. NOTICES**

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

**County**

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

**City**

Robert Meacher, City Manager  
PO. Box 1225  
Portola, CA 96122

**PCSO**

Greg Hagwood, Sheriff  
PO. Box 1106  
Quincy, CA 95971

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

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

**17. SEVERABILITY**

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

**18. ENTIRE AGREEMENT**

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

**19. NO OBLIGATIONS TO THIRD PARTIES**

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

**20. CONSTRUCTION OF AGREEMENT**

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

**21. ADDITIONAL DOCUMENTS AND AGREEMENTS**

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

**22. ASSIGNMENT/DELEGATION**

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


**23. DISPUTE RESOLUTION**

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

[SIGNATURES ON FOLLOWING PAGE]

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

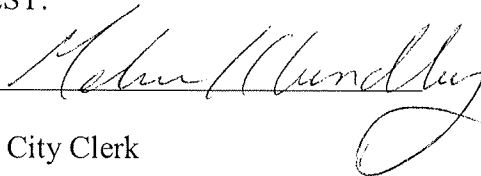
**CITY OF PORTOLA**

By: 

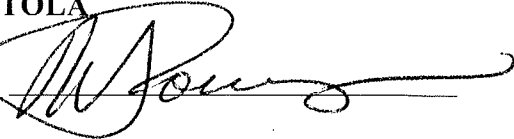
Title: City Manager

Date: 02/10/2016

ATTEST:

By: 

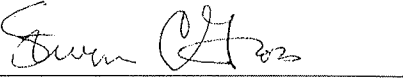
Title: City Clerk

By: 

Title: Mayor, City of Portola

Date: 02/10/2016

Approved as to Form:

By: 

Title: City Attorney

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

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

Title: Sheriff

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

ATTEST:

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


Title: Clerk of the Board

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

Title: Chair of the Board of Supervisors

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

Approved as to Form:

By:  Deputy 2/10/16

Title: County Counsel



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

1E5

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

**DATE:** February 17, 2016  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Gregory Hagwood TS 1A4  
**RE:** Agenda Items for the meeting of February 17, 2015

**It is recommended that the Board:**

Adopt Resolution that allows the Sheriff to apply for and administer state funding through a grant with the California Dept. of Parks and Recreation Department Off-Highway Motor Vehicle Division.

**Background and Discussion:**

The Sheriff's Office has been receiving funding from the OHV Division of Calif. State Parks and Recreation for more than 19 years. This resolution is a yearly process necessary for continued funding through the state for the Sheriff's Office OHV program.

The current application calls for a new resolution by your Board that allows the Sheriff to apply for and administer a grant through California Dept. of Parks and Recreation. There will be a 25% matching funds requirement to this application that is easily met by in-kind activities within the Sheriff's Office (i.e. Calls handled on regular patrol assignments that involve Off Highway Vehicles and related Search and Rescue calls) as well as OHV In-Lieu Funds received from the state that are earmarked and spent on the department's OHV/OSV program. The Sheriff's Office has never relied on general funding to meet this requirement. This grant cycle should be no different.

Approved as to form by County Counsel.



**Governing Body Resolution  
Off-Highway Vehicle Grant**

**RESOLUTION NO. \_\_\_\_\_  
RESOLUTION OF THE PLUMAS COUNTY BOARD of SUPERVISORS**

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE  
STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-  
HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, operation and maintenance, restoration, law enforcement and education and safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

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

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints the Sheriff Gregory Hagwood as agent to conduct all negotiations, and execute and submit all documents including, but not limited to, applications, payment requests, and "subject to approval by the Board of Supervisors and County Counsel" agreements and amendments, which may be necessary for completion of the project.

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by \_\_\_\_\_ following a roll call vote:

Ayes:  
Noes:  
Absent:

Chair, Board of Supervisors

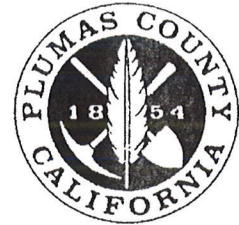
ATTEST:

Clerk of the Board



**Clint Armitage**  
Acting Chief Probation Officer

**County of Plumas**  
Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: 530-283-6200  
FAX: 530-283-6165

**DATE:** March 1, 2016

**TO:** Honorable Board of Supervisors

**FROM:** Clint Armitage, Acting Chief Probation Officer (CA)

**SUBJECT:** Contract between Plumas County Probation and Ray Morgan Company

**Recommendation:**

Approve the Contract between Plumas County Probation and the Ray Morgan Company for new copy machines.

**Background:**

The contract for the copy machine in the Probation Department expired February 19, 2016. Ray Morgan Company has issued Probation a new 60 month contract for two new copy machines. The new copy machines will be a savings of approximately \$74.00 per quarter for the Probation Department.

The new copiers are essential to our department. Our staff prints on the copier instead of using separate printers, which is a substantial savings to the County; plus it serves as our fax machine, thus eliminating the need for a separate fax machine. Also, replacing the one very large copier with two slightly smaller copiers will create efficiency and decrease waiting time. The copier also provides many other important functions to our staff.



ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: FEBRUARY 9, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MARCH 1, 2016, CONSENT  
AGENDA

RE: APPROVAL OF AGREEMENT FOR VEHICLE MAINTENANCE  
AND REPAIR SERVICE

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

1. Approve and authorize the Director of the Department of Social Services to sign an agreement with Quincy Tow Service and Repair, Inc. for vehicle maintenance and repair for FY 2015-2016.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Director of the Department of Social Services to execute two additional twelve month extensions after the conclusion of the current term.

**Background and Discussion**

The Department of Social Services annually executes agreements for vehicle maintenance and repair. This Agreement is before the Board today for your approval. To ease administrative burdens that renewal of these agreements would create, the Department recommends that the Board authorize the Director of the Department of Social Services to extend this Agreement for two additional periods of time not to exceed twelve calendar months at the conclusion of the current term.

**Financial Impact**

Funds have been appropriated in the proposed Department budget to cover the cost of this Agreement. There is no financial impact to the County general fund.

**Other Agency Involvement**

County Counsel has reviewed the agreement and approved it as to form.

Copies: PCDSS Management Staff (cover memo only)

Enclosures: (1)

### **Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services/Public Guardian (hereinafter referred to as "County"), and Quincy Tow Service & Repair, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00).
3. **Term.** The term of this Agreement shall be from July 1, 2015 through June 30, 2016, unless terminated earlier as provided herein.
4. **Extension.** This Agreement may be extended for additional periods of time not to exceed twelve calendar months per extension subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. **Labor and Materials.** Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation,

and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) material and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of the agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
9. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
10. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.]
11. 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.

12. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
13. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
14. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
15. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
16. Choice of Law. The laws of the State of California shall govern this Agreement.
17. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
18. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.



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

County:

Department of Social Services/Public Guardian  
County of Plumas  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971  
Attention: Elliott Smart, Director

Contractor:

Quincy Tow Service & Repair  
PO Box 3068  
Quincy, CA 95971  
Attention: Robert Wood

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

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

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

**CONTRACTOR:**

Quincy Tow Service & Repair, Inc., a  
California corporation

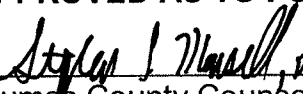
By: \_\_\_\_\_  
Name: Robert Wood  
Title: Owner  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Elliott Smart  
Title: Director of Social Services/Public  
Guardian  
Date signed:

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Plumas County Counsel 2/4/16

**EXHIBIT A**

**Scope of Work**

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
  - a. Towing of County Vehicles for transport/repair.
  - b. Lube, oil, and filter changes (LOF).
  - c. Sale and installation of new tires.
  - d. Tire rotation.
  - e. Mounting and balancing of tires.
  - f. Vehicle alignment.
  - g. Brakes and shocks repair and replacement.
  - h. Automobile repair for electrical, computer, and mechanical purposes.
2. All Work shall be provided in accordance with industry standards for high quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at \$88.00 per hour.
2. Towing flat rate \$65.00 within the first 5 miles.
3. Towing rate after 5 miles is \$6.00 per mile.
4. Prices for tires quoted prior to installation.
5. LOF changes with inspection shall be charged at **about** \$48.00, depending upon the make and model of vehicle, **refer to quote**.
6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs, County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain county's authorization prior to continuing repairs.
7. Contractor shall be paid 10 days after receipt of invoice in accordance with the terms of the Exhibit. Contractor shall invoice County on completion of the job based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

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

DATE: FEBRUARY 23, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MARCH 1, 2016 CONSENT AGENDA

RE: AUTHORIZATION TO PURCHASE A TOYOTA HIGHLANDER FOR THE  
DEPARTMENT OF SOCIAL SERVICES

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

1. Accept a bid from Quincy Auto Sales for an all-wheel drive Toyota Highlander, LE, model 6949G.
2. Approve and authorize the Director of Social Services to sign all documents related to the purchase at a bid price not to exceed \$37,550.

**Background and Discussion**

The Department of Social Services has an all-wheel drive vehicle approved in the current year budget. The Department has solicited bids according to the County of Plumas Solicitation Instructions and has received a bid from Quincy Auto Sales.

The Department requests that the Board accept the bid from Quincy Auto Sales and authorize the Director of the Department of Social Services to sign contracts and other necessary paperwork for the purchase as the Board's designee.

**Financial Impact**

There is no direct financial impact to the county General Fund as a result of this purchase. The cost of this purchase will be offset by Federal, State General Fund and County Realignment dollars.

Copy: DSS Management Staff

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

This bid is based on specifications for Bid Number: \_\_\_\_\_

Vehicle (circle one): New Used

Vehicle Mileage: NEW

Year, Make and Model of Vehicle: 2016 TOYOTA HIGHLANDER LE PLUS

Total Bid Price: \$ 34822.00

Documentary Fee; TIRE FEE & ELECTRONIC FILING FEE \$ 108.00

State Sales Tax (7.50%): \$ 2617.65

TOTAL BID COST - FOB Quincy \$ 37547.65

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- SUBJECT TO PRIOR SALE
- INTERIOR IS FABRIC
- CHILD PROTECTOR REAR DOOR LOCKS ONLY
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Firm Name: QUINCY AUTO CO.

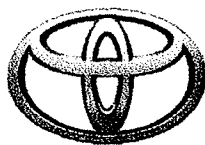
Address: 1970 E MAIN ST. BOX 1936 City: QUINCY Zip Code: 95971

Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-966-5463 Email Address: QUINCYAUTO@ATT.NET

Signature:  Date: 02-18-2016

Please include business card.



# TOYOTA

## 2016 HIGHLANDER LE PLUS - V6 AWD



Model: 6949G  
Year: 2016  
Interior Color: ASH  
Exterior Color: SHORELINE BLUE PEARL  
Number of Cylinders: 6  
VIN: 5TDBKRFH3GS254927  
Stock No.:

Total MSRP\*:

\$37,184.00

18 CITY MPG	24 HWY MPG
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### Standard Equipment

#### MECHANICAL & PERFORMANCE

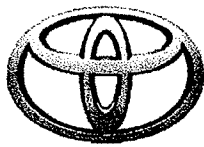
3.5L DOHC V6 Engine with Dual VVT-i  
6-Spd Auto Trans; 5,000-lb Tow Capacity  
Front Independent McPherson Strut &  
Rear Double Wishbone Suspension  
Ultra Low Emission Vehicle II (ULEV-II)  
Power Assisted 4-Wheel Disc Brakes  
18" Alloys w/P245/60R18 Tires; Temp Spare

Dynamic Torque Control All-Wheel Drive  
Hill-Start & Downhill Assist Control

#### SAFETY & CONVENIENCE

Star Safety System: includes Enhanced  
Vehicle Stability Control, Traction  
Control, Anti-Lock Brake System,  
Electronic Brake-Force Distribution,  
Brake Assist & Smart Stop Technology

\* 2016 Manufacturer's Suggested Retail Price, excludes the Delivery, Processing and Handling Fee, taxes, license, title and available or regionally required equipment. Actual Dealer price may vary. Pricing, specifications, standard features and available equipment are based on information available when this page was produced and subject to change without notice.



# TOYOTA

## 2016 HIGHLANDER LE PLUS - V6 AWD

8 Airbags: Dr & Fr Pgr Adv Airbag Sys, Dr  
& Fr Pgr Seat-Mounted Side, Dr Knee, Pgr  
Seat-Cushion & 3-Rw Side Curtain Airbags  
Remote Keyless Entry; Engine Immobilizer  
LATCH-Lwr Anchors & Tethers for Children  
Child Protector Rear Door Locks

### EXTERIOR

SmokdChrome Auto On/Off HdLghts; FogLghts  
UV Windshield; Priv Glass-Rr, Side, Qtr,  
& Hatch Windows, Folding Heated Pwr Side  
Mirrors; Front Wiper w/De-Icer  
Adj Power Liftgate w/Flip-Up Rear Window

### INTERIOR

#### Optional Equipment

50 State Emissions	\$0.00
LE Plus Grade: All Content Included as Standard Equipment	\$0.00
Carpet Floor Mats & Cargo Liner	\$230.00
Towing Receiver Hitch w/Wiring	\$699.00
Harness	
<b>Total Optional Equipment</b>	<b>\$929.00</b>
<b>Vehicle Base Model</b>	<b>\$35,355.00</b>
<b>Delivery Processing and Handling</b>	<b>\$900.00</b>

**Total MSRP\*** **\$37,184.00**

Seating for 8; Cloth/SofTex 8-wy Pwr Dr  
Seat w/Lmbar, 4-way Psgr Seat, 2nd & 3rd  
Rw 60/40 Split Fold-Flat Seats w/Recline  
Backup Camera with 8" Display  
Entune Audio Plus, 8" Touch-Screen  
Scout GPS Link & SXM All Access Trial  
AM/FM/CD/MP3/USB/AUX, HD, & Bluetooth  
3.5-inch Multi-Info Display w/Veh Info  
3-Zone Automatic A/C - Driver, Psgr, Rr  
Steering Whl w/Audio, Phone & VRec Ctrls  
Overhead Map Lights; Conversation Mirror  
Roll-Top Console/Arm Rest, In-Dash Shelf  
8 Cup & 4 Bottle Holders; 3-12V Outlets



# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: FEBRUARY 22, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: LOUISE STEENKAMP, INTERIM DIRECTOR

SUBJECT: CONSENT AGENDA ITEM FOR MARCH 1, 2016

RE: APPROVE AND AUTHORIZE CONTRACT BETWEEN MENTAL HEALTH AND  
PLUMAS COUNTY GLASS

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY2015-2016 contract in the amount of \$ 25,000.00, for Plumas County Glass, which has been approved as to form by County Counsel.

**BACKGROUND AND DISCUSSION:** The Mental Health Department currently has inadequate safety at the front counter, which consists of large movable windows, counter to ceiling. Due to the changing environment and the increased chance of violence, along with HIPAA requirements, the lobby needs to be reconfigured, bullet proof glass at front counter and small intake room consisting of store front configuration will need to be installed. This contract has been reviewed and approved by Dony Sawchuk, Director of Facilities, who has signed a waiver from competitive bidding.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 301  
Quincy, California 95971-9115

**R. CRAIG SETTLEMIRE**  
COUNTY COUNSEL  
**STEPHEN L. MANSELL**  
DEPUTY COUNTY COUNSEL  
**MARI SNYDER**  
PARALEGAL/SMALL CLAIMS ADVISOR

Phone: (530) 283-6240  
Fax: (530) 283-6116

February 23, 2016

**INTEROFFICE MEMORANDUM**

**TO:** Honorable Board of Supervisors, County of Plumas, sitting as the Board of Directors of the Grizzly Ranch Community Services District

**FROM:** R. Craig Settlemyre, County Counsel

A handwritten signature in cursive script, appearing to read "R. Craig Settlemyre", written over a horizontal line.

**SUBJECT:** Resolution calling for a special election on June 28, 2016, to determine if the Grizzly Ranch Community Services District shall have an independent elected Board of Directors.  
(for the meeting on March 1, 2016)

**Background:**

The Plumas County Local Agency Formation Commission ("LAFCo") action forming the Grizzly Ranch Community Services District ("District") effective July 15, 2003, provided that the Plumas County Board of Supervisors would serve as the District's initial board of directors. The District was formed primarily to provide community water supply and sanitary sewer services in connection with the newly approved Grizzly Ranch Subdivision development.

Special districts that have the county board of supervisors as their governing board of directors are commonly referred to as "dependent special districts" while special districts whose governing boards are elected by the voters residing in those districts are commonly referred to as "independent special districts."

The Clerk of the Board, as *ex officio* Secretary of the District, is in receipt of a petition signed by three (3) out of the nineteen (19) registered voters residing within the District requesting that the Board adopt a resolution calling for an election to place the question whether the governing board of directors of the District should be changed from the Plumas County Board of Supervisors to a board of directors elected at large by the registered voters of the District. The Plumas County Registrar of Voters has issued her "Clerk's Certificate to Petition" certifying that all three (3) signatures to the petition are verified as sufficient.

**Applicable Law:**

The Community Services District Law provides at Government Code 61027 as follows:

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settlemyre, *County Counsel*  
**SUBJECT:** Resolution calling for a special election on June 28, 2016, to determine if the Grizzly Ranch Community Services District shall have an independent elected Board of Directors.

February 23, 2016

Page 2 of 3

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**§ 61027. Districts formed more than five years earlier with board of supervisors as board of directors**

- (a) This section applies only to a district where the board of supervisors is the district's board of directors and more than five years have passed since the effective date of the district's formation.
- (b) Upon receipt of a petition signed by at least 10 percent of the voters of the district, the board of directors shall adopt a resolution placing the question on the ballot. Alternatively, the board of directors may adopt a resolution placing the question on the ballot. The petition or resolution shall specify whether the board of directors will be elected at large, by divisions, or from divisions.
- (c) If a majority of the voters voting upon the question at a general election or special election are in favor, the district shall have an elected board of directors.
- (d) At the election, the voters shall also elect members to the district's board of directors. Those persons shall take office only if a majority of the voters voting upon the question of having an elected board of directors are in favor of the question.
- (e) If the question is submitted to the voters at a general district election, the notice required by Section 12112 of the Elections Code shall contain a statement of the question to appear on the ballot. If the question is submitted to the voters at a special election, the notice of election and ballot shall contain a statement of the question.

The Community Services District Law was substantially revised and reorganized effective January 1, 2006, based on the recommendations of the Working Group on Revising the Community Services District Law, convened by the Senate Committee on Local Government. The Working Group favored independent district boards over dependent districts. The Working Group's report in 2006 on the legislative history had this to say about changes resulting in current Section 61027:

Converting a CSD from dependent to independent status is a major governance question. That's why subdivision (c) requires majority voter approval. Nevertheless, in subdivision (b) the Working Group agreed to retain the 10% petition threshold that's found in the former §61222 rather than the 25% requirement for formation petitions. That lower threshold marks the Working Group's preference for independent districts.

Subdivision (d) requires the new board to be elected at the same time. The Working Group wanted this departure from the former §61222 (d) because having active candidates for office creates a political advantage in favor of converting to independent status.

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settlemyre, *County Counsel*  
**SUBJECT:** Resolution calling for a special election on June 28, 2016, to determine if the Grizzly Ranch Community Services District shall have an independent elected Board of Directors.

February 23, 2016

Page 3 of 3

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Thus, the current law favors independent status community service districts governed by elected resident board of directors over dependent community services districts governed by the county board of supervisors.

The Petition signed by three (3) resident voters of the District represents 16% of the registered voters residing in the Grizzly Ranch Community Services District.

The Plumas County Registrar of Voters recommends that a special election be called for June 28, 2016. If the measure receives a majority vote in favor, the new board of directors will be elected on the same ballot. The cost of the election is chargeable to, and will be reimbursed by, the District to the County.

**Action:**

It is respectfully recommended that the Plumas County Board of Supervisors, sitting as the governing Board of Directors of the Grizzly Ranch Community Services District adopt the form of "A RESOLUTION PROPOSING A BALLOT MEASURE TO CHANGE TO AN ELECTED BOARD OF DIRECTORS AND THE ELECTION OF NEW MEMBERS TO THE BOARD OF DIRECTORS" submitted herewith.

END OF MEMORANDUM

Enclosures:

- A. Proposed "A RESOLUTION PROPOSING A BALLOT MEASURE TO CHANGE TO AN ELECTED BOARD OF DIRECTORS AND THE ELECTION OF NEW MEMBERS TO THE BOARD OF DIRECTORS"
- B. "Clerk's Certificate to Petition" including:
  - a. Petition
  - b. Petition Results Breakdown
  - c. Declaration of Circulator (James I. Miller)

**GRIZZLY RANCH COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 16-**

**A RESOLUTION PROPOSING A BALLOT MEASURE  
TO CHANGE TO AN ELECTED BOARD OF DIRECTORS  
AND THE ELECTION OF NEW MEMBERS TO THE BOARD OF DIRECTORS**

**WHEREAS**, the Plumas County Board of Supervisors serves, in its *ex officio* capacity, as the Board of Directors of the Grizzly Ranch Community Services District "District"; and finds and determines as follows:

A. The District was formed on July 15, 2003, with the initial board of directors being the Plumas County Board of Supervisors; and

B. Government Code section 61027 provides that five or more years after the effective date of a community services district's formation and upon receipt of a petition signed by at least 10 percent of the voters of the district, the board of directors shall adopt a resolution placing the question of whether the district should have an elected board of directors on the ballot, or, alternatively, the board of directors may adopt a resolution placing the question of whether the district should have an elected board of directors on the ballot; and

C. That the secretary of the District is in receipt of a petition certified by the Plumas County Clerk/Recorder/Registrar of Voters meeting the requirements of Section 61027 signed by at least 10% of the voters residing in the District; and

D. At the election, the voters shall also elect members to the district's board of directors. Those persons shall take office only if a majority of the voters voting upon the question of having an elected board of director are in favor of the question.

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors, sitting as the Board of Directors of the Grizzly Ranch Community Services District, as follows:

1. A special election is hereby called for, to be conducted on June 28, 2016, by mailed ballot, placing the following measure before the registered voters of the District:

"Upon adoption by the majority of registered voters in the Grizzly Ranch Community Services District, shall the Board of Directors of the Grizzly Ranch Community Services District (currently the County Board of Supervisors) be changed to a Board of Directors elected at large by registered voters of the district with such directors taking office if the measure is passed by a majority vote?"

2. The County Clerk, Registrar of Voters is requested to conduct the election, including the preparation and publication of legal notices, the preparation of official ballots and

the canvassing of returns and receive reimbursement for all costs associated with the election from the District.

The foregoing resolution was adopted on March 1, 2016, at a regular meeting of the Plumas County Board of Supervisors, sitting as the Board of Directors of the Grizzly Ranch Community Services District, by the following vote:

AYES:  
NOES:  
ABSENT:

---

Chair, Board of Supervisors,  
and *ex officio* Chair of the Board of  
Directors of the Grizzly Ranch  
Community Services District

ATTEST:

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Nancy L. DaForno,  
Clerk of the Board of Supervisors,  
and *ex officio* Secretary of the  
Board of Directors of the Grizzly  
Ranch Community Services  
District

## CLERK'S CERTIFICATE TO PETITION

I, Kathy Williams, County Clerk/Recorder/Registrar of Voters of the County of Plumas, State of California, hereby certify:

Grizzly Ranch Community Services District Board of Directors to become Independent from the Plumas County Board of Supervisors, was received and filed with this office on February 16, 2016;

Parcel I of said petition contains 1 section;

Each section contains signatures purporting to be the signatures of qualified electors of Plumas County;

Attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed said petition;

The affiant stated his or her own qualifications, that he or she had solicited the signatures upon that section, that all the signatures were made in his or her presence, and that to the best of his or her knowledge and belief, each signature to that section was the genuine signature of that person whose name it purports to be;

After the proponent filed this petition, I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the petition, and from that examination, I have determined the following facts regarding this petition:

- |    |  |   |
|----|--|---|
| 1. | Number of unverified signatures filed by proponent (raw count) | 3 |
| 2. | Number of signatures verified                                  | 3 |
|    | a. Number of signatures found SUFFICIENT                       | 3 |
|    | b. Number of signatures found NOT SUFFICIENT                   | 0 |
|    | c. NOT SUFFICIENT because DUPLICATE                            | 0 |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of February, 2016.

Kathy Williams  
Plumas County Clerk/Recorder/Registrar of Voters

By: Marcy DeMartile  
Marcy DeMartile, Deputy Clerk Recorder



## Petition Result Breakdown

Grizzly Ranch CSD  
Grizzly Ranch CSD Board

Signatures Required	2		
Raw Count	3		
Sample Size	3		
Sigs Checked	3	Percent of Sigs Checked	Percent of Sample Size
Sigs Not Checked	0		0.0 %
Sigs Valid	3	100.0 %	100.0 %
Sigs Invalid	0	0.0 %	0.0 %
Duplicated	0	0.0 %	0.0 %
Non-duplicate Invalids	0	0.0 %	0.0 %

RESULT/ABBR	RESULT DESCRIPTION		
Approved	Approved	3	100.0 %



FILED

FEB 16 2016

TO THE HONORABLE Plumas County Board of Supervisors:

KATHLEEN WILLIAMS,  
PLUMAS CO. CLERK-RECORDER  
BY Maryann Marble  
DEPUTY

Pursuant to the California Constitution, California election laws and Government Code Section 61027, we the undersigned respectfully request that the Plumas County Board of Supervisors adopt a resolution placing the following question before the voters of the Grizzly Ranch Community Services District at a special Vote By Mail election.

Measure to be Submitted Directly to the Voters:

"Upon adoption by the majority of registered voters in the Grizzly Ranch Community Services District, shall the Board of Directors of the Grizzly Ranch Community Services District (currently the County Board of Supervisors) be changed to a Board of Directors elected at large by registered voters of the district with such directors taking office if the measure is passed by a majority vote?"

The petition proposes that the District become independent and that the Board of Directors be elected from those registered voters within the District's boundaries. This change will remove District control from the Plumas County Board of Supervisors and place it with District residents who are best able to make decisions related to the District. Important and timely local decisions need to be made related to water and sewer infrastructure, fire protection and financial capability.

The District's residents have the leadership and management skills and expertise to administer the District's activities. They are well informed on District operations and are ready to take on these responsibilities. Importantly, District residents are familiar with local issues and are in the best position to make decisions facing the District. Time is of the essence with respect to the need to improve sewer infrastructure, fire protection and financial integrity. To that end a group of District residents have investigated alternative and improved wastewater treatment options and infrastructure and have qualified the District's area as a Fire Safe Community with a proactive fire protection plan. There is an immediate need to move forward with further implementation and to protect the District's financial integrity. This can best be accomplished by conversion to an independent district.

In addition to the urgency of the waste water treatment, fire protection and financial integrity, it is important to review the existing water system to ensure that it has been constructed properly, meets delivery expectations originally anticipated and identify infrastructure needs, both short and long-term. It is very important to analyze the water system for fire protection purposes. A District financial analysis should be undertaken to determine sufficiency of funds to maintain existing infrastructure and to construct necessary capital improvements when required.

PETITIONERS Grizzly Ranch Community Services District Advisory Committee

1. Signature	<u>David C. Dicklich</u>	Date:	<u>2/12/16</u>
Printed Name:	<u>David C. Dicklich</u>		
2. Signature	<u>Linda M. Moraga</u>	Date:	<u>2/12/16</u>
Printed Name:	<u>Linda M. Moraga</u>		
3. Signature	<u>Gayanna J. Miller</u>	Date:	<u>2/12/16</u>
Printed Name:	<u>Gayanna J. Miller</u>		

## PETITION

Measure to be Submitted Directly to the Voters:

"Upon adoption by the majority of registered voters in the Grizzly Ranch Community Services District, shall the Board of Directors of the Grizzly Ranch Community Services District (currently the County Board of Supervisors) be changed to a Board of Directors elected at large by registered voters of the district with such directors taking office if the measure is passed by a majority vote?"

This column  
for official  
use only

### REGISTERED VOTERS ONLY

1. Print your Name: <u>Linda M Moraga</u>	Residence Address ONLY: <u>187 Red Hawk Drive</u>	
Sign As: Registered To Vote: <u>Linda M Moraga</u>	City: <u>Portola</u> Zip: <u>96122</u>	✓
2. Print your Name: <u>David C. Dicklich</u>	Residence Address ONLY: <u>187 Red Hawk Dr.</u>	
Sign As: Registered To Vote: <u>David C. Dicklich</u>	City: <u>Portola</u> Zip: <u>Dr.</u>	✓
3. Print your Name: <u>Gayanna J. Miller</u>	Residence Address ONLY: <u>66 Blacktail Ridge</u>	
Sign As: Registered To Vote: <u>Gayanna J. Miller</u>	City: <u>Portola</u> Zip: <u>96122</u>	✓

## DECLARATION OF CIRCULATOR

(To be completed after signatures have been obtained)

I, JAMES I. MILLER, am 18 years of age or older.

My residence address is 66 BLACKTAIL RIDGE, PORTOLA CA. I circulated  
(address, city, state, zip) 96122

this section of the petition and witnessed each of the appended signatures being written. Each signature on this petition is, to the best of my information and belief, the genuine signature of the person whose name it purports to be. All signatures on this document were obtained between the dates of FEBRUARY 12, 2016 and  
(month, day, year)

FEBRUARY 12, 2016.  
(month, day, year)

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on FEBRUARY 13, 2016, at 66 BLACKTAIL RIDGE, PORTOLA CA.  
(month, day) (year) (place of signing)

James I. Miller  
(complete signature including full name of circulator)

(Dates of circulation, printed name, and residence address must be in circulator's own hand.)



# PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971

[www.plumascounty.us](http://www.plumascounty.us)

voice (530) 283-7011

24/7 inspection request (530) 283-6001

fax (530) 283-6134

**Date:** February 22, 2016

**To:** Honorable Board of Supervisors

**From:** John Cunningham, Building Official

**Agenda:** March 1, 2016

**Enclosures:** Proposed Revised Code Enforcement Officer Job Description (Exhibit A)

Resolution to Adopt Amendments to the Job Description of Code Enforcement Officer  
(Exhibit B)

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## **Recommendation:**

Approve the *Resolution to Adopt Amendments to the Job Description of Code Enforcement Officer* and direct the Human Resources Department to begin recruitment to fill the position.

## **Background and Discussion:**

The current job description for the Code Enforcement Officer position includes some of the following (emphasis added):

1. Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and **make arrest**, as appropriate, in the enforcement of Chapter 8 of Title 5, Titles 6, 8 and 9 of the Plumas County Code, and Sections 373(a), 374.4 and 402b of the **Penal Code**.
2. Determines and initiates appropriate enforcement inclusive of abatement orders, "stop work" orders, non-compliance filings, and citations and **physical arrests**.
3. Ability to climb, stoop, crawl, crouch, and kneel, sit for extended periods; frequently stand and walk; ability to work on high steep, uneven, slippery or unstable terrain or structures; normal manual dexterity, eye-hand coordination; corrected hearing and vision to normal range; verbal communications; lift and move object weighing 25 pounds; **physical strength and agility for self-defense or combative arrests**; use of office and field equipment including computers, telephones, calculator, copiers, FAX, scanner, laminator, digital cameras, compasses, automated printers, digital photo printer, GIS equipment.

A code enforcement officer's function is significantly different from that of a sheriff's deputy. It is about identifying issues and considering ways to resolve them. Foreclosed, vacant, and unmaintained structures become blight on our community. Legal advice sets forth the limit of the authority of a jurisdiction to address the problem. An effective code enforcement officer looks at problems such as location of the owner and problems associated with timely identification of the nuisances that the problems create. If an officer can identify the issues that need to be addressed and see possible alternatives, problems can be prevented rather than just reacted to. Technology will change, laws will change, but the fundamental human behaviors that generate code enforcement issues will live on. Physical, combative arrest should never be engaged in by an effective code enforcement officer.

Therefore, the Code Enforcement Officer job description has been revised, and approved as to form by County Counsel, to remove law enforcement-related activities from the job description to more closely reflect the function of the position and to provide a larger applicant pool.

PLUMAS COUNTY

Revised: 10/15  
FLSA Non-Exempt

## CODE ENFORCEMENT OFFICER

### DEFINITION:

Under general supervision will independently conduct field investigations of potential violations of State and County regulations and codes pertaining to land use, zoning, health and safety, environmental health, housing, building code regulations and ordinances, and abandoned vehicle abatement; investigates complaints and issues citations for code violations; performs other related duties as required.

### DISTINGUISHING CHARACTERISTICS:

This classification performs a wide variety of responsible and difficult code enforcement duties, with minimum supervision. It is distinguished from the Chief Code Enforcement Officer in that the latter performs the more complex code enforcement duties and has supervisory responsibility. ~~Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and make arrest, as appropriate, in the enforcement of Chapter 8 of Title 5, Titles 6, 8 and 9 of the Plumas County Code, and Sections 373(a), 374.4 and 402b of the Penal Code.~~

### REPORTS TO:

~~Director, Planning and Building or Chief Code Enforcement Officer~~  
Building Official

### CLASSIFICATIONS DIRECTLY SUPERVISED:

None.



## CODE ENFORCEMENT OFFICER - 3

### TYPICAL WORKING CONDITIONS:

Work is performed in office, outdoors, days, evenings, weekends, and driving environments; work is performed in urban and rural settings, in mountains, agricultural areas, and arid regions; work is performed in varying types of weather, varying temperature and humidity, and catastrophic weather conditions; exposure to dust, chemicals, gases, dampness, insects, disease, and other hazardous materials and conditions; frequent encounters with difficult and sometimes hostile and belligerent individuals and situations; continuous contact with staff and the public.

### KNOWLEDGE OF/ABILITY TO

- Interpret and apply California Vehicle Code; ~~California Penal Code~~, California Code of Regulations, State Housing Act of California and Health and Safety Code sections regulating Employee Housing, Housing for Human Habitation, ~~Mobilehomes~~, Manufactured Homes, Special Occupancies, Building Standards Code, Electrical Code, Plumbing Code and Mechanical Code
- Interpret and apply Plumas County Code; Title 1, General Provisions; Title 2, Administration; Title 4, Public Safety; Title 5, Public Welfare; Title 6, Sanitation and Health; Title 7, Public Works; Title 8, Building Regulations; Title 9, Planning and Zoning; Abandoned Vehicle Abatement, as set forth in Chapter 8 of Title 5 of said Code.
- Court processes and procedures, case presentation and prosecution, and courtroom demeanor.
- ~~Interpret and apply principles and practices of search and seizure laws; collection and processing of evidence; laws of detention, citation, warrant and arrest.~~
- Qualities and uses of various construction materials, accepted standards and methods of building construction, accepted methods and techniques of building and code enforcement inspections.
- Photography equipment and photography, ~~principles of crime scene photography~~, processing, preservation and presentation of photographic evidence.
- Terms, definitions, formats and content for legal documents, serving, filing or otherwise processing legal documents.
- Federal and State programs for sampling, testing and mitigation of lead paint, mold, and toxic mold.
- Hazardous materials, hazardous waste disposal, hazardous materials contamination and mitigation, inclusive of lead and lead paint contamination.
- Practices, tools, equipment and material used in the construction trades.
- Analyze a combination of complex laws, regulations, evidence, circumstances and environmental conditions to arrive at an interpretation in resolution of operational or administrative problems or activities.
- Compile detailed, concise, accurate, objective oriented reports, presentations and ~~programs, programs~~; make effective oral and written presentations.
- Enforce regulations and codes with impartiality and tact.
- Deal tactfully and courteously with the public, media, coworkers and other governmental agencies.

**SPECIAL REQUIREMENTS:** Must possess a valid driver's license at time of application and a valid California License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



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

**RESOLUTION TO ADOPT AMENDMENTS TO THE JOB DESCRIPTIONS OF  
CODE ENFORCEMENT OFFICER.**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and  
**WHEREAS**, the Director of Building Mr. John Cunningham brought forward to the Human Resources Director amendments to the Code Enforcement Officer job description; and

**WHEREAS**, the Code Enforcement Officer job description was last amended on September of 2005; and

**WHEREAS**, the Human Resources Director has reviewed the changes requested by the Building Director and is in agreement; and

**WHEREAS**, the amendments to this job description is necessary to provide an accurate description of the type of duties and responsibilities assigned to the Code Enforcement Officer; and

**WHEREAS**, Operating Engineers Representative, Gregory Ramirez has reviewed these changes and has no issue with the County moving forward.

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

The job description for Code Enforcement Officer attached is hereto amended as presented to the Board of Supervisors on this date.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

AYES:           Supervisors  
NOES:           Supervisors  
ABSENT:       Supervisors

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

ATTEST:

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

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323  
Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director



## CONSENT AGENDA REQUEST

For the March 1, 2016 meeting of the Plumas County Board of Supervisors

February 22, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read 'Robert A. Perreault', is written over the printed name.

Subject: Authorize Budget Transfer of \$1,200 from PW Industrial Equipment, 541900, to Computer Hardware, 549500, within the Road Department Fixed Asset Budget.

### Background:

The Road Department needs to replace one of its network servers in order to provide reliable data backup and security for the Department. Most experts recommend that servers be replaced every 3 to 5 years. The server that is being replaced is over 7 years old.

In conjunction with the above stated need, the Road Department requires additional funds in the Computer Hardware line item to purchase a replacement server. This is due to the fact that when the budget was being prepared the cost estimate came in between \$8000-\$9000. However, once the labor and equipment costs were actually priced out at the time the project was to commence, required equipment purchases caused the actual costs to come in higher than anticipated. The Department concludes that additional funds are available in the Industrial Equipment line item.

The attached budget transfer has been reviewed and approved by the County Auditor.

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors approve the attached budget transfer to move \$1,200 from the PW Industrial Equipment fixed asset account to Computer Hardware fixed asset account.

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Road Dept. No: 20521 Date 2/9/2016

The reason for this request is (check one):

- |    |                                     |   |         |
|----|-------------------------------------|---|---------|
| A. | <input type="checkbox"/>            | Transfer to/from Contingencies OR between Departments | Board   |
| B. | <input type="checkbox"/>            | Supplemental Budgets (including budget reductions)    | Board   |
| C. | <input checked="" type="checkbox"/> | Transfers to/from or new Fixed Asset, within a 51XXX  | Board   |
| D. | <input type="checkbox"/>            | Transfer within Department, except fixed assets       | Auditor |
| E. | <input type="checkbox"/>            | Establish any new account except fixed assets         | Auditor |

**Approval Required**

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	541900	PW Industrial Equipment	1,200.00
Total (must equal transfer to total)				1,200.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	549500	Computer Hardware	1,200.00
Total (must equal transfer to total)				1,200.00

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED  
FEB 09 2016  
Auditors / Risk

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

A) Quote for server equipment came in higher than anticipated

B) PW Industrial equipment came in lower than budget

C) Payment needs to be made from FY15/16 budget

D) N/A

Approved by Department Signing Authority:

*Danien Fink*

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

*[Signature]*

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

### INSTRUCTIONS:

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

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

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

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

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

RECEIVED  
FEB 03 2016

**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Fax (530) 283-6323

Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director



**AGENDA REQUEST**

for the March 1, 2016 meeting of the Plumas County Board of Supervisors

February 22, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Adopt Resolution Pertaining to the Application for Federal Funds  
for the Bucks Lake Road Slope Stabilization Project in regard to  
the Requirements of the Federal Lands Access Program

**Background:**

The subject of this Agenda Request is a portion of Bucks Lake Road, a County roadway that is numbered as County Road 411, located between Quincy and Meadow Valley.

On or about March 13, 2013, a segment of Bucks Lake Road, approximately three miles west of Quincy, did experience, major slope instability failures that resulted in significant volumes of rock and soil sliding unsafely into the roadway travel way, thus requiring immediate maintenance and safety repair response activities by the Plumas County Department of Public Works.

Recognizing that stabilization of the project area would require significant funding that was not anticipated prior to the rock slide event, an application for highway improvements funding was previously submitted to the FHWA Federal Lands Access Program.

The attached, proposed Resolution documents the events related to the rock slide event and post event safety-related activities conducted by the Department of Public Works as well as clearly establishing that the Board of Supervisors endorses the Bucks Lake Road Stabilization Project by designation of the Director of Public Works as having authority to conduct negotiations and executing any necessary documents pertinent to the stabilization project.

**Recommendation:**

Public Works staff respectfully recommends that the Board of Supervisors adopts the attached, proposed Resolution.

Attachment

**RESOLUTION NO. 16- \_\_\_\_\_**

**A RESOLUTION OF THE PLUMAS BOARD OF SUPERVISORS  
RATIFY THE APPLICATION FOR FEDERAL FUNDS FOR THE  
BUCKS LAKE ROAD SLOPE STABILIZATION PROJECT  
IN REGARD TO THE REQUIREMENTS OF THE FEDERAL LANDS ACCESS PROGRAM.**

---

**WHEREAS**, Bucks Lake Road is a County roadway, that is numbered as County Road 411, located between Quincy and Meadow Valley, and

**WHEREAS**, a segment of Bucks Lake Road, approximately three miles west of Quincy, did experience, on or about March 13, 2013, major slope instability failures that resulted in significant volumes of rock and soil sliding unsafely into the roadway travel way, thus requiring immediate maintenance and repair response activities by the Plumas County Department of Public Works, and

**WHEREAS**, on March 19, 2013 meeting of the Board of Supervisors, the Director of Public Works reported the status of the emergency conditions existing at the site of the unstable slope, and

**WHEREAS**, on April 9th, 2013 meeting of the Board of Supervisors, the Board of Supervisors approved expenditures, retroactive to March 28, 2013 in the amount of \$44,308.28 to purchase concrete K-Rail to be placed at the site to protect the public, and

**WHEREAS**, on November 05, 2013 meeting of the Board of Supervisors, the Board of Supervisors approved expenditures of \$41,000 for rock drilling to allow for blasting to remove unstable rock, and

**WHEREAS**, the Department, during the time period March 13, 2013 through January 30, 2015 has expended over \$240,000 to create and maintain safe travel conditions through the segment of Bucks Lake Road referenced above, and

**WHEREAS**, the Planning Director, on April 1, 2013, filed a Notice of Exemption for the project per CEQA, and

**WHEREAS**, Public Works staff applied for federal funds from the MAP-21 Federal Lands Access Program, including submission of a letter dated January 30, 2015, by the Director of Public Works, to repair the unstable roadway segment referenced above, and

**WHEREAS**, the Department of Public Works has been notified by the FHWA - Central Federal Highways Division, in a letter dated August 31, 2015, that Plumas County has been awarded funding with the amount of \$2,695,000 to stabilize the slope and/or realign the roadway, and

**WHEREAS**, the Board of Supervisors desires to designate the Director of Public Works/Road Commissioner to be appointed as the County's agent to conduct all negotiations, acquisition of easements as may be necessary, execute and submit all project-related documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary to comply with any of the project requirements.



**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors that the County of Plumas, California takes the following action:

1. Appoints the Plumas County Director of Public Works, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payments and so on, which may be necessary for the completion of the aforementioned Project, and
2. Ratifies any action described above to be retroactively approved to the date of the application letter by the Director of Public Works to FHWA, dated January 30, 2015.

The foregoing resolution was duly passed and adopted by the Boar of Supervisor of the County of Plumas, State of California, at a regular meeting of said Board on the 1<sup>st</sup> day of March, 2016, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSTAIN: Supervisors

---

Chair, Board of Supervisors

**ATTEST:**

---

Clerk of the Board of Supervisors

303

**PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268  
*Robert A. Perreault, Jr., P.E.*                      *Director of Public Works*

**AGENDA REQUEST**

for the March 1, 2016 meeting of the Plumas County Board of Supervisors

February 19, 2016

To:                      Honorable Board of Supervisors

From:                  Robert Perreault, Director of Public Works



Subject:              Adopt a Resolution Supporting the Renewal of the Northeastern Recycling Market Development Zone (RMDZ), and approve the agreement to delegate funds associated with the objectives of the RMDZ to the Zone Administrator. Discussion and possible action.

**BACKGROUND:**

The Northeastern Recycling Market Development Zone (RMDZ), comprised of all jurisdictions within Plumas, Lassen and Modoc Counties, is a zone designation established by Cal-Recycle that provides incentives to encourage the use of post-consumer and secondary material markets for recyclables.

Plumas County's inclusion within the RMDZ was first established in 1994. The zone was renewed most recently 2006. The regulations establishing the RMDZ require renewal every 10 years. The expiration date of the current zone designation is April 11, 2016.

Each zone has a Zone Administrator, The Northeastern Recycling Market Development Zone Administrator is Sierra Institute's Executive Director, Jonathan Kusel.

The RMDZ is allotted Zone Incentive Funds (ZIF) that are distributed to each RMDZ for the purpose of marketing and outreach within the RMDZ. Funds are allocated on a three year cycle. Funding for the current cycle ending FY 2017-18 is \$17,250.

Zone Incentive funds are initially distributed to the Plumas County Solid Waste Manager, who may, through the attached Zone Incentive Fund Application and Agreement, delegate the authority to administer these funds to the RMDZ Administrator, Jonathan Kusel.



**RECOMMENDATION:**

Public Works staff respectfully recommends that the Board of Supervisors:

1. Find the project exempt for CEQA and sign the attached Notice of Exemption
2. Adopt the Resolution approving the Renewal of the Northeastern Recycling Development Zone.
3. Authorize the Plumas County Solid Waste Manager to execute the Zone Incentive Fund Application and Agreement.

Attachments: Northeastern Recycling Market Development Zone – Notice of Exemption

Resolution Supporting the Renewal of the Northeastern Recycling Market Development Zone

Zone Incentive Fund Application and Agreement

**COUNTY OF PLUMAS, CALIFORNIA**

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

**A RESOLUTION OF PLUMAS COUNTY BOARD OF SUPERVISORS  
SUPPORTING THE RENEWAL OF THE  
NORTHEASTERN RECYCLING MARKET DEVELOPMENT ZONE  
AS A RECYCLING MARKET DEVELOPMENT ZONE.**

**WHEREAS**, California Public Resources Code Section 42010, et seq. provides for the establishment of a Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

**WHEREAS**, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

**WHEREAS**, the Northeastern RMDZ includes designated areas in Counties of Lassen, Modoc, and Plumas, including the cities of Portola, Alturas and Susanville; and

**WHEREAS**, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future; and

**WHEREAS**, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

**WHEREAS**, the Northeastern RMDZ, is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

**WHEREAS**, the current designation of Northeastern RMDZ will expire on April 11, 2016; and

**WHEREAS**, the County of Plumas desires existing and new recycling-based manufacturing businesses located within the Northeastern RMDZ to be eligible for the technical and financial incentives associated with the RMDZ program; and

**WHEREAS**, renewal of the Northeastern RMDZ is still necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ; and

**WHEREAS**, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

**WHEREAS**, the County of Plumas desires existing and new recycling-based manufacturing businesses located within the Northeastern RMDZ to be eligible for the technical and financial incentives associated with the RMDZ program; and

**WHEREAS**, local governing bodies may receive RMDZ program related payments as authorized by the Public Resources Code; and

**WHEREAS**, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

**WHEREAS**, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

**WHEREAS**, the Counties of Lassen, Modoc, and Plumas, including the cities of Portola, Alturas and Susanville have agreed to submit an application to CalRecycle requesting renewal of the RMDZ; and

**WHEREAS**, in accordance with the California Environmental Quality Act (CEQA), Plumas County has evaluated the potential adverse environmental effects that might occur as a result of the designation and determined that this designation is exempt from CEQA and that there is no need to prepare an environmental document; and

**NOW THEREFORE:** the Plumas County Board of Supervisors hereby resolves that:

1. The County of Plumas approves the renewal of the Northeastern Recycling Market Development Zone as a RMDZ and directs the RMDZ Administrator to submit an application to CalRecycle, requesting renewal of the Northeastern Recycling Market Development Zone as a RMDZ which includes the Counties of Lassen, Modoc and Plumas, including the cities of Portola, Alturas and Susanville.
2. The County of Plumas approves receipt by the RMDZ Administrator of any Recycling Market Development Zone related payments authorized by the Public Resources Code. The RMDZ Administrator is hereby authorized to execute, in the name of the Northeastern Recycling Market Development Zone, all documents necessary to secure payment and implement the associated activities.
3. The RMDZ Administrator will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting held on the 1<sup>st</sup> day of March, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

Chair, Board of Supervisors

**ATTEST:**

---

Clerk of the Board of Supervisors



**Zone Incentive Fund Program**  
**FY 2015–16 through 2017–18 (ZIF1)**  
**Zone Incentive Funds Application & Agreement**

<b>Recipient Information</b>	
1. Recipient Name: Plumas County	2. RMDZ Name: Northeastern California
3. Agreement Number (assigned by CalRecycle): ZIF1-15-21	
<b>Payment Information</b>	
4. Funding Amount \$17,250.00	5. Payment: Payee Address: P.O. Box 11, Taylorsville, CA 95983 Payment Department: Sierra Institute
<b>Funding Source:</b> <i>Fund:</i> 0281 – Recycling Market Development Revolving Loan Subaccount <i>Reference:</i> 502 <i>Enactment Year:</i> 1990	
<b>Contact Information</b>	
6. Primary Contact Name: Jonathan Kusel	
7. Primary Contact Title: Executive Director	
8. Signature Authority Name: Bob Perreault	
9. Signature Authority Title: Plumas County Solid Waste Manager	
10. Signature Designee Name (if applicable): Jonathan Kusel	
11. Signature Designee Title (if applicable): Executive Director	
<b>Documents</b>	
13. Resolution/LoC uploaded <input checked="" type="checkbox"/>	14. Delegation completed <input checked="" type="checkbox"/> <i>See Additional Signature Delegation Authority below.</i>
<b>Acceptance of Zone Incentive Fund Program Provisions</b>	
Applicant acknowledges that submittal of this document constitutes acceptance of all provisions as contained in the Zone Incentive Fund Program Guidelines. The Guidelines document is available at: <u>Chapter 5, Zone Incentive Funds, of the RMDZ SharePoint site.</u>	



**Zone Incentive Fund Program  
FY 2015–16 through 2017–18 (ZIF1)  
Zone Incentive Funds Application & Agreement**

<b>Additional Signature Authority Delegation</b> For those recipients whose Resolution or Letter of Commitment indicates the Signature Authority's ability to delegate or designate his/her authority.	
Pursuant to the Resolution or Letter of Commitment authorizing an application for the Zone Incentive Fund Program, I am the designated Signature Authority for Plumas County ( <i>Name of Applicant/Recipient</i> ). I am authorized by the Resolution or Letter of Commitment to execute on behalf of Plumas County ( <i>Name of Applicant/Recipient</i> ) all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to fund and implement the approved project. The Resolution or Letter of Commitment also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the <b>Zone Administrator</b> . This delegation is effective as long as the Resolution or Letter of Commitment is in effect.	
X	
Signature of Signature Authority (as authorized in Resolution)	Date
Bob Perreault	Plumas County Solid Waste Manager
Print Name	Print Title
<b>Penalty of Perjury Statement</b>	
I certify under penalty of perjury, under the laws of the State of California, that I am authorized to sign this document on behalf of the Recipient, that I have read the Zone Incentive Fund Program Guidelines, and that to the best of my knowledge and belief that information in this Agreement is true and correct.	
X	
Signature of Signature Authority (as authorized in Resolution/LoC)	Date
Bob Perreault	Plumas County Solid Waste Manager
Print Name	Print Title
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:  X	
TITLE Deputy Director, CalRecycle	Date

**IMPORTANT! Applicant/Recipient must print out all pages, obtain Signature of Signature Authority, upload this document in its entirety to the ZIRS system, and retain the original document in Applicant's cycle file.**

## NOTICE OF EXEMPTION

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**To:** ☒ Office of Planning & Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

**From:** Plumas County Public Works Department  
1834 East Main Street  
Quincy, CA 95971

☒ Plumas County Clerk  
520 Main Street, Room 102  
Quincy, CA 95971

**Project Title:** Designation of the unincorporated area of Plumas County as a Recycling Market Development Zone (RMDZ)

**Project Applicant:** Plumas County

**Project Location:** The unincorporated area of Plumas County

**Description of Nature, Purpose or Beneficiaries of Project:** Establishment of an RMDZ within the unincorporated area of Plumas County. An RMDZ is an economic development and technical assistance program that provides low interest loans and technical, permitting and acquisition assistance to businesses in order to promote the use of recycled materials.

**Name of Public Agency Approving Project:** County of Plumas as the Lead Agency

**Exempt Status:** (Check one)

- ☒ Ministerial (Sec. 21080(b)(1); 15268);  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));  
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
☐ Categorical Exemption. State type and section number: Section 20165  
☐ Statutory Exemptions. State code number: \_\_\_\_\_

**Reason why project is exempt:** The designation of a RMDZ and related program benefits offering low interest loans, and resources for business outreach, staff training and marketing the program to eligible businesses to incentivize the use of recycled products is a ministerial action not subject to CEQA, pursuant to Section 15268. Any action within the RMDZ that would result in a physical change to the environment as a result of the RMDZ designation is subject to additional environmental analysis established through the County's discretionary review process.

**Lead Agency**

**Contact Person:** Randy Wilson, Planning Director      **Area Code/Phone/Ext:** (530) 283-7011

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed by Lead Agency

**Certificate of Posting**

I hereby certify that from \_\_\_\_\_ to \_\_\_\_\_ I posted a copy of this Notice of Exemption in the office of the Plumas County Clerk (30 days).

By \_\_\_\_\_ on \_\_\_\_\_  
Kathleen Williams, County Clerk /Deputy



## PLUMAS COUNTY BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5

### MEMORANDUM

DATE: March 01, 2016  
TO: Board Members  
FROM: Nancy DaForno, Clerk  
SUBJECT: **2015 TITLE III FUNDING (RADIO TOWER AND VAULT PROJECT) AMENDMENT TO APPLICATION NO. 3**

---

#### RECOMMENDATION

Approve amendment to Title III Application No. 3 submitted by the Plumas County Sheriff reducing the allocation from \$125,000 to \$105,111.

#### BACKGROUND

When preparing the spreadsheet for Title III allocation and re-allocation of funding, I entered the formula incorrectly. At the time of allocation, I informed the Board that we had \$19,989 remaining when actually we were short \$19,989.

Assistant Sheriff, Dean Canalia has agreed to reduce the allocation for the Radio Tower and Vault project by \$19,989 and recapture that amount in the next round of Title III funding.

I apologize for the error and I want to thank the Sheriff for his cooperation.

Nancy



2014 HR 2389 TITLE III

APPL. NO.	APPLICANT	CATEGORY/PROJECT	AMOUNT	
			REQUESTED	ALLOCATED
1	Plumas County OES Wildfire Prevention Jerry Sipe	I/II	\$ 75,000	75,000
2	Plumas County Sheriff Search & Rescue Dean Canalia	II	\$ 25,000	25,000
3	Plumas County Sheriff OES Radio Tower and Vault Project Dean Canalia	II	\$ 125,000	105,011
4	Fire Safe Council Coordination	I/III	\$ 58,300	58,300
5	Fire Safe Council Senior/Disabled Defensible Space Program	I	\$ 44,000	44,000
RECEIVED FOR 2015 REALLOCATION OF FUNDING TOTAL APPLICATIONS			\$ 229,111 \$ 78,200 \$ 327,300	
TOTAL ALLOCATED				307,311
BALANCE			\$ (19,989.00)	\$ -

**Category I**

*Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires*

**Category II**

*Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county*

**Category III**

*Develop community wildfire protection plans in coordination with the Secretary of Agriculture*

4B

Shasta Cascade Wonderland Association  
1699 Hwy. 273  
Anderson, CA. 96007  
(530) 365-7500/Fax 365-1258

2/19/2016

Nancy DeForno  
Plumas County  
520 Main St. Room 309  
Quincy, CA 95971

INVOICE: TS02-2016

<u>DUE DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT DUE</u>
UPON RECEIPT	SPONSORSHIP- STANDARD 2016 Shasta Cascade Annual Tourism Summit April 7, 2016	\$300.00

**TOTAL AMOUNT DUE** **\$ 300.00**

PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT.  
DUE UPON RECEIPT. THANK YOU!!

.....  
Mail/or Fax Bottom Portion with Payment:

Invoice # \_\_\_\_\_

FORM OF PAYMENT:

☐ Check ☐ Visa ☐ MasterCard ☐ American Express

Name of Business: \_\_\_\_\_ Name on Card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Credit Card # \_\_\_\_\_

Print Your Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Shasta Cascade Wonderland Association, a 501(c)(6) is a not-for-profit corporation. Contributions may be deductible as ordinary and necessary business expenses [IRC 6113 subsection (50)41(8)].  
.....

SHASTA CASCADE WONDERLAND ASSOCIATION MEMBERSHIP LEVELS

	Guide Service, Museums, Chambers				Supporting Member	Sustaining Member	Premier Member
	\$125	\$250	Standard Member				
4 X 9 Brochure Placement at California Welcome Center	✓	✓		✓	\$1,250	✓	✓
25 word listing, photo and link on SCWA Website	✓	✓		✓		✓	✓
25 word listing in the SCWA Visitors Guide	✓	✓		✓		✓	✓
Consumer/Trade Show participation opportunity		✓		✓		✓	✓
Referrals from marketing efforts	✓	✓		✓		✓	✓
Facebook postings on California Welcome Center Page				✓		✓	✓
Facebook posting on Shasta Cascade Page	✓	✓		✓		✓	✓
Postings on Visit California Website				✓		✓	✓
Placement on Fall Color Website				✓			
Collaboration of general county information in Visitors Guide				✓			
Placement in Media Press Kit						✓	✓
Multiple expanded listings on SCWA website and visitors guide						✓	✓
Postings on Shasta Cascade Twitter Account						✓	✓
Offered International Tour Operator Exposure						✓	✓
Offered Travel Writer Opportunities	✓					✓	✓
Rotating Spot on every page of the SCWA Website						✓	✓
10% Visitor Guide ad discount							✓
Once per year professional photographer opportunity					✓		✓
Placement on the San Francisco Website							✓
Descriptions							
Guide Service at \$125							
Small 1-3 person fishing, hiking, educational, etc guide Chambers/CVBs, Museums, Historical Societies							
Supporting Members at \$500 Counties, government agencies & other sponsoring organizations							

Any level can buy-in to be on the San Francisco Site for \$1000