

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF FEBRUARY 5, 2019 TO BE HELD AT 11:00 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**

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) TREASURER-TAX COLLECTOR**

- 1) Adopt **RESOLUTION** authorizing Investment of County Funds and Funds of other Depositors [View Item](#)
- 2) Approve Treasurer's Investment Policy and Guidelines as submitted [View Item](#)
- 3) Approve and authorize the Treasurer-Tax Collector to sign multi-year service agreement between County of Plumas and Point & Pay, LLC for E-Payment Services; approved as to form by County Counsel [View Item](#)

#### **B) CLERK-RECORDER**

- 1) Ratify and authorize the Chair to sign Fourth Amendment to Agreement between County of Plumas and Datasafe, Inc., not to exceed \$9,999, commencing December 15, 2018 to December 16, 2020 for official records microfilm storage; approved as to form by County Counsel [View Item](#)
- 2) Approve supplemental budget transfer of \$30,000 to cover postage costs for the remainder of FY 2018-2019, Department 20469/520210 [View Item](#)

#### **C) FACILITY SERVICES**

- 1) Adopt **RESOLUTION** authorizing the Applicant to Apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds [View Item](#)
- 2) Authorize the Department of Facility Services to waive fees for Quincy Chamber of Commerce for use of the lawn area in front of the County Courthouse, Quincy on February 2<sup>nd</sup>, October 31<sup>st</sup> and December 6<sup>th</sup> of 2019 [View Item](#)

#### **D) CLERK OF THE BOARD**

Approve Board minutes for January 2019

**E) BEHAVIORAL HEALTH**

Adopt **RESOLUTION** to accept Contract Agreement No. 17-94149 A01 for the State of California Department of Health Care Services (DHCS) Mental Health Services Division for Substance Abuse Prevention and Treatment SAPT Block Grant services; and authorize the Behavioral Health Director to sign documents pertaining to the grant; approved as to form by County Counsel [View Item](#)

**F) SHERIFF**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$40,000, between County of Plumas and Dale Harris, DDS to provide dental services to Jail inmates as required by law; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Sheriff to sign contract, not to exceed \$25,000, between County of Plumas and Department of Justice Bureau of Criminal Identification & Information for live scan fingerprint submissions; approved as to form by County Counsel [View Item](#)
- 3) Authorize the Sheriff to recruit and fill vacant, funded and allocated 1.0 FTE Animal Control Officer, created by promotion [View Item](#)

**G) PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment No. 9 to Professional Services Agreement, not to exceed \$61,000, between County of Plumas and Bender Rosenthal, Inc. for property acquisition services for relocation of Quincy maintenance yard; approved as to form by County Counsel [View Item](#)

**2. BIG FISH CREATIONS**

Consider request of Big Fish Creations to place an ad in the 2019 Plumas County Visitors Guide to promote economic development; discussion and possible action [View Item](#)

**3. DEPARTMENTAL MATTERS [View Item](#)**

**A) HUMAN RESOURCES – Nancy Selvage**

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2018/2019 Job Classification Plan for Correctional Officer I – Range 1745, Correctional Officer II – range 1923, And Correctional Sergeant – Range 2132 for Plumas County Sheriff's Department #70380. **Roll call vote**
- 2) Adopt **RESOLUTION** to amend Fiscal Year 2018-2019 Job Classification Plan for Dispatcher I – Range 1745 and Dispatcher II – RANGE 1864 for Plumas County Sheriff's Department #70330. **Roll call vote**

**B) ELECTIONS – Kathy Williams**

Approve and authorize the Chair to sign contract, not to exceed \$100,000, between County of Plumas and ProVote Solutions for certified printing services through 2020; approved as to form by County Counsel [View Item](#)

**4. BOARD OF SUPERVISORS**

- A. Introduce and waive first reading of an **ORDINANCE** amending Article 6, of Chapter 4 of Title 2 of the Plumas County Code relating to the County Administrative Office and County Administrator. **Roll call vote** [View Item](#)
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

**FIRST 5 PLUMAS COUNTY CHILDREN AND FAMILIES COMMISSION**

Appoint Brenda Lory to the First 5 Children and Families Commission as recommended [View Item](#)

## **5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Behavioral Health Director (Board only)
- B. Conference with real property negotiator, John Steffanic, Fair Manager regarding Plumas County Fairgrounds, the County of Plumas and High Sierra Music, Inc. (license price and terms of payment)
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- 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; Unrepresented Employees and Appointed Department Heads

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, February 19, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California

*Adjourn Meeting  
In Memory of  
Wanda Joy McAtee  
Greenville, California*



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

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

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

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**COPY**

**DATE:** January 2, 2019

**TO:** The Honorable Board of Supervisors

**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections Administrator

**SUBJECT:** Resolution Authorizing Investment of County Funds and Funds of other Depositors, and Approval of Treasurer's Investment Policy and Guidelines

**Action Required:** 1.) Adopt Resolution Delegating Authority to the Treasurer to Invest County funds and funds of other depositors for 2019, and 2.) Approve the Plumas County Treasurer's Investment Policy and Guidelines as presented.

**Background and Discussion:** 1.) In accordance with Government Code Sections 53607 and 27000.1, the Board of Supervisors annually delegates the authority to the Treasurer to invest the excess funds available in the treasury. Excess funds are those funds not being expended on any given day. Each day investment decisions are made that enable all available funds to be invested into LAIF, CAMP or long term with PFM Asset Management.

In addition to investing those funds which are under the direction of the Board of Supervisors, the Treasurer is the existing Treasurer for all those local agencies with funds on deposit in the treasury, and invests those funds on behalf of said agencies. Board authority is required to accept funds from outside county agencies for the purpose of investing by the County Treasurer.

2.) Annually, the Board of Supervisors must review and approve the policies and guidelines established by the County Treasurer for the administration of the investment program. The Plumas County Investment Policies and Guidelines were updated by PFM Asset Management, LLC, investment advisors to the Treasurer in 2017. They continue to be aware of changing law to keep our policy up to date.

I respectfully request approval of the Resolution Authorizing the Treasurer to Invest County Funds and funds of other depositors and approve the Plumas County Investment Policy and Guidelines.

Thank you for your time.

Resolution No. 19-

**A RESOLUTION RENEWING DELEGATION OF AUTHORITY TO TREASURER TO INVEST COUNTY FUNDS AND FUNDS OF OTHER DEPOSITORS**

**WHEREAS**, pursuant to Sections 53607 and 27000.1 of the Government Code, the Board of Supervisors has reviewed the delegation of authority to the Plumas County Treasurer-Tax Collector to invest or reinvest the funds of the county and funds of other depositors in the county treasury; and,

**WHEREAS**, pursuant to Section 53684 of the Government Code, after determination of any excess funds of a local agency by an official responsible for such funds, which excess funds are not required for immediate use, such funds may therefore be deposited into the county treasury for the purpose of investments by the County Treasurer, pursuant to the provisions provided in Sections 53601 and 53635 of the Government Code.

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

1. The Plumas County Treasurer-Tax Collector is re-authorized to invest or reinvest the funds of the county and other depositors in the county treasury.
2. Any excess funds of a county agency that have been determined not to be required for immediate use may be deposited into the county treasury for the purpose of investment by the county treasurer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:** Supervisors

**NOES:** Supervisors

**ABSENT:** Supervisors

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**Chairperson, Board of Supervisors**

Attest:

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**Clerk of the Board**

Approved as to form:



Gretchen Stuhr

Plumas County Counsel

1/7/19

## THE PLUMAS COUNTY TREASURER'S OFFICE

### INVESTMENT POLICY AND GUIDELINES

Approved by Board of Supervisors December 6, 2016

#### I. POLICY

Plumas County (County) shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

#### II. SCOPE

This policy applies to the investment of short-term operating funds. Longer-term funds, including investments of employees' investment retirement funds and proceeds from certain bond issues, are covered by a separate policy.

#### III. PRUDENCE

The County Treasurer is a trustee and therefore a fiduciary subject to the "prudent investor" standard. The "prudent investor" standard states that, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

#### IV. OBJECTIVES

The Treasurer's primary goals for the investment of idle funds (the portfolio) are, in order of priority as per California Government Code §27000.5 and 53600.5:

1. Safety – Safety of principal is the foremost objective of Plumas County.
2. Liquidity – The County's portfolio will remain sufficiently liquid to enable the County to meet its cash flow requirements. An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investment in securities with active secondary markets is highly recommended.
3. Return – The investment portfolio shall be designed with the objective of attaining the highest rate of return, taking into consideration income preservation, current market conditions, the present phase of the market cycle, both present and future cash flow needs, and the other primary goals of Safety and Liquidity.

## **V. DELEGATION OF AUTHORITY**

The management responsibility for the County's investment program is hereby delegated to the County Treasurer in accordance with California Government Code Section 27000.1. The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor will follow the Investment Policy and such other written instructions as are provided.

## **VI. INVESTMENT PROCEDURES**

The County Treasurer will establish investment procedures for the operation of the County's investment program.

Whenever practical, cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings shall be allocated according to fund cash and investment balances on a quarterly basis

Calculations for the Treasurer's administrative fee for costs of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds, as authorized in Section 27013 of the Government Code, are based upon actual costs and are subtracted from interest earnings on a quarterly basis prior to distribution of interest earnings to all funds.

## **VII. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

Plumas County Board of Supervisors adopted Resolution No. 92-5423 on December 15, 1992 which established a Conflict of Interest code for Plumas County. The Code states that Subsection 18730(b) of Title 2 of the California Administrative Code are the limits set forth by Plumas County.

The limits set forth in the California Administrative Code are the limits set forth by Plumas County.

In addition, the Board of Supervisors have adopted Rule 22 of the Personnel Rules, entitled "Code of Conduct" which further establishes limitations on the receipt of honoraria, gifts, and gratuities.

## **VIII TERMS FOR FUNDS INVESTED WITH THE COUNTY INVESTMENT POOL**

Any local agency and other entity not required to deposit funds in the County Treasury may do so for investment purposes according to the terms set forth in section 53684 of the Government Code. In addition, the local agency or other entity must enter into a

contract with the County Treasurer stating the minimum amount to be deposited, the term of the deposit and anticipated cash-flow projection for deposits and withdrawals, agreement to share in the administrative costs as allowed under Section 27013 of the Government Code, and any other deposit terms required of the treasurer.

Before approving any request to withdraw funds, the County Treasurer shall evaluate the request as per Government Code Section 27136 and 27133 (h). The evaluation will be based upon the following criteria:

- (a) legality
- (b) size of request and effect on liquidity of the pool
- (c) effect on earnings rate of the balance of funds in the pool
- (d) assessment of the stability and predictability of the investments in the treasury.

In addition, requests for withdrawal of funds will be at the lower of adjusted cost or market value of the pool at the time of withdrawal—or—to the last available report reflecting market values as of month end.

### **VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The County Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the County in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to insure that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the County. The firms, and individuals covering the agency, should be knowledgeable and experienced in County investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the County must supply the Treasurer with the following: audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the County's investment policy and depository contracts. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Treasurer. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the County invests.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County. The advisor will perform all due diligence for the broker/dealers on its approved list.

The selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G37 of the Municipal Securities

Rulemaking Board, to the Plumas County Treasurer, any member of the Plumas County Board of Supervisors, or any candidate for those offices, shall be prohibited.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained.

## **IX. AUTHORIZED AND SUITABLE INVESTMENTS**

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the County Treasurer's investment advisor shall evaluate the quality of that security and provide the Treasurer with a recommended plan of action.

The County will limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

- 1. U.S. Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.**
- 2. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This will include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 50% of the County's investment portfolio; all other investments in Federal Agency securities are unrestricted.**
- 3. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency, or by a department, board, agency or authority of the state or any local agency.**
- 4. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of these states.**
- 5. Bankers' Acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40% of the County's portfolio that may be invested pursuant to this section.**

**6. Repurchase Agreements.** The County may invest in overnight and term repurchase agreements with Primary Dealers of the Federal Reserve Bank of New York rated "A" or better by an NRSRO with which the County has entered into a Master Repurchase Agreement. This agreement will be modeled after the Public Securities Associations Master Repurchase Agreement. The maximum maturity will be restricted to 90 days. Purchases of repurchase agreements shall not exceed 20 percent of the portfolio.

All collateral used to secure this type of transaction is to be delivered to a third party prior to release of funds. The third party will have an account in the name of Plumas County. The market value of securities used as collateral for repurchase agreements shall be monitored on a daily basis and will not be permitted to fall below a minimum of 102 percent of the value of the repurchase agreement. Collateral shall not have maturities in excess of 5 years. The right of substitution will be granted, provided that permissible collateral is maintained.

In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of and guaranteed by the U.S. Government and Agency securities as permitted under this policy. The County will maintain a first perfected security interest in the securities subject to the repurchase agreement and shall have a contractual right to liquidation of purchased securities upon the bankruptcy, insolvency, or other default of the counter party.

**7. Commercial Paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper must meet all of the following conditions in either paragraph a or paragraph b:

- a. The entity meets the following criteria: (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
- b. The entity meets the following criteria: (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond, and (iii) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 40% of the County's portfolio may be invested in commercial paper.

**8. Non-negotiable Certificates of Deposit** (time CDs) in a state or national bank, savings association or federal association, or federal or state credit union with a branch in the State of California. In accordance with California Government Code

Section 53635.2, to be eligible to receive County deposits, a financial institution will have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. Time CDs are required to be collateralized as specified under Government Code Section 53630 et seq. The County, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The County will have a signed agreement with any depository accepting County funds per Government Code Section 53649. No deposits will be made at any time in time CDs issued by a state or federal credit union if a member of the Plumas County Board of Supervisors or County Treasurer serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit will not exceed that total shareholder's equity of any depository bank, nor will the deposit exceed the total net worth of any institution. No more than 20% of the County's portfolio may be invested in non-negotiable CDs.

- 9. Negotiable Certificates of Deposit** issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. No more than 30% of the County's portfolio may be invested in negotiable CDs.
- 10. Medium-Term Notes**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Notes eligible for investment under this subdivision shall be rated "A" or its equivalent or better by a NRSRO. No more than 30% of the County's portfolio may be invested in medium-term notes.
- 11. Shares of beneficial interest issued by diversified management companies** that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either: (i) attain the highest ranking letter or numerical rating provided by at least two NRSROs or (ii) have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of \$500,000,000. No more than 20% of the County's investment portfolio may be invested in money market funds.
- 12. State of California's Local Agency Investment Fund (LAIF)** an investment pool run by the State Treasurer. The County can invest up to the maximum amount permitted by the State Treasurer.

**13. Shares of beneficial interest issued by a joint powers authority** (Local Government Investment Pools) organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of California Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) Government Code Section 53601, inclusive.
- c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

**14. Asset-Backed Securities (ABS)** A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by an NRSRO and rated in a rating category of "AA" or its equivalent or better by an NRSRO. No more than 20% of the County's investment portfolio may be invested pursuant to this section.

**15. Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 30% County's moneys that may be invested pursuant to this section.

## **X. INVESTMENT POOLS/MONEY MARKET FUNDS**

A thorough investigation of investment pools and money market funds is required prior to investing, and on a continual basis.

## **XI. MAXIMUM MATURITY**

Maturities will be based on an analysis of the receipt of revenues and maturity of investments. Maturities will be scheduled to permit the County to meet all disbursement requirements.

The County may not invest in a security whose maturity exceeds five years from the date of purchase unless the Plumas County Board of Supervisors has provided approval for a specific purpose at least 90 days before the investment is made.

## **XII. PROHIBITED INVESTMENTS**

Investments not described herein, including, but not limited to, reverse repurchase agreements, stocks, inverse floaters, range notes, commercial mortgage-backed, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for investment by the County.

## **XIII. INTERNAL CONTROL**

The County Treasurer will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

## **XIV. TREASURY OVERSIGHT COMMITTEE - DISCONTINUED**

From 1995 to January 1, 2005, the California Government Code required counties and cities to establish a Treasury Oversight Committee. The purpose of the Committee was to oversee the policies that guide the investment of public funds. The Committee was not to impinge on the day to day operations of the County Treasurer, but rather to review and monitor the Treasurer's investment policy and reporting. In 2005, California Government Code section 27131 made the Committees optional. Plumas County discontinued the operation of its Committee as of February 6, 2007. The Plumas County Treasurer continues to provide reporting to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district. The County's portfolio is also independently audited by an external auditor for compliance with the California Government Code and this Investment Policy.

## **XV. CUSTODY OF SECURITIES**

All securities owned by the County except time deposits and securities used as collateral for repurchase agreements, will be kept in safekeeping by a third-party bank's trust department, acting as an agent for the County under the terms of a custody agreement executed by the bank and the County.

All securities will be received and delivered using standard delivery versus payment procedures.

## **XVI. REPORTING**

The County Treasurer will provide a monthly investment report to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district showing all transactions, type of investment, issuer, purchase date, maturity date, purchase price, yield to maturity, and current market value for all securities.

## **XVII. POLICY REVIEW**

This Investment Policy will be reviewed at least annually to ensure its consistency with:

1. The California Government Code sections that regulate the investment and reporting of public funds.
2. The overall objectives of preservation of principal, sufficient liquidity, and a market return.

Any changes to the Policy must be reviewed and approved by the Board at a public meeting

## Glossary

**Asset-Backed Security (ABS)** is a financial security backed by a loan, lease or receivables against assets other than real estate and mortgage-backed securities.

**Bankers' Acceptances** are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

**Broker-Dealer** is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

### Certificates Of Deposit

1. **Negotiable Certificates of Deposit** are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.
2. **Non-negotiable Certificates of Deposit** are time deposits with financial institutions that earn interest at a specified rate for a specified term. Liquidation of the CD prior to maturity incurs a penalty. There is no secondary market for these instruments, therefore, they are not liquid. They are classified as public deposits, and financial institutions are required to collateralize them. Collateral may be waived for the portion of the deposits that are covered by FDIC insurance.

**Collateral** refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

**Collateralized Mortgage Obligation (CMO)** is a type of mortgage-backed security in which principal repayments are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows

from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile. Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche).

**Commercial Paper** is a short term, unsecured, promissory note issued by a corporation to raise working capital.

**Federal Agency Obligations** are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

**Issuer** means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

**Liquidity** refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

**Local Agency Investment Fund (LAIF)** is a special fund in the State Treasury that local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any California public agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly via direct deposit to the agency's LAIF account. The State keeps an amount for reasonable costs of making the investments, not to exceed one-quarter of one per cent of the earnings.

**Market Value** is the price at which a security is trading and could presumably be purchased or sold.

**Maturity** is the date upon which the principal or stated value of an investment becomes due and payable.

**Medium-Term Notes** are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or

without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

**Money Market Fund** is a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of \$1 per share.

**Mortgage Backed Security (MBS)**. A type of asset-backed security that is secured by a mortgage or collection of mortgages. These securities must also be grouped in one of the top two ratings as determined by an accredited credit rating agency, and usually pay periodic payments that are similar to coupon payments. Furthermore, the mortgage must have originated from a regulated and authorized financial institution.

**Principal** describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

**Repurchase Agreements** are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

**Supranational** is an international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

**U.S. Treasury Issues** are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. **Treasury Bills** which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one, three, six, and twelve month maturities.
2. **Treasury Notes** that have original maturities of one to ten years.
3. **Treasury Bonds** that have original maturities of greater than 10 years.

**Yield to Maturity** is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.



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

1A3

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

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

**DATE:** January 23, 2019  
**TO:** The Honorable Board of Supervisors  
**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections Administrator  
**SUBJECT:** Point & Pay, LLC E-Payment Services Agreement

**Recommendation:** Approve 3-year Service Agreement with Point & Pay, LLC E-Payment Solutions and authorize the Treasurer-Tax Collector to sign the agreement on behalf of the County

**Background and Discussion:** The Treasurer-Tax Collector/Collections Division accepts credit card payments from customers for property taxes, Transient Occupancy Tax, passports, fees and fines. It was necessary to find a new vendor for these services. Point & Pay, LLC has lower fees imposed on the customer, 2.45% for credit cards, \$1.50 for E-Checks and \$3.95 for debit card transactions. They are also integrated with the Megabyte Property Tax System, which is the software used to collect property taxes. There are only 3 e-payment companies that are integrated with this software. Taxpayers will be able to make live payments directly into the software system. Live payments allow the customers to pay the correct amount or the payment will not process, this decreases the payment errors and saves staff time. Staff time is also saved because the credit card payments will not be manually posted. Previously, there has not been the option of paying by E-Check, this is offered by Point & Pay LLC. Customers like this option because it is less expensive and is withdrawn directly from their bank account.

**POINT & PAY, LLC**  
**E-PAYMENT SERVICES AGREEMENT**

**Parties:**

Point & Pay, LLC ("PNP")  
A subsidiary of NAB, doing business in Delaware

Plumas County, CA ("Client")

**Terms**

**SECTION 1                    E-PAYMENT SERVICES**

**1.1            Access to Payment Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached product application ("Product Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**1.2            Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3            Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.4            Service Promotion**

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

**1.5            Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.6            Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

## SECTION 2 COMPENSATION

### 2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### 2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

### 2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

### 2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

## SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

### 3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual property, industrial

and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### 3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### 3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

### 3.4 Confidential Information

**3.4.1** Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

**3.4.2** For purposes of this Agreement, **“Confidential Information”** means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### 3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other

appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### 3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### 3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## SECTION 4

## WARRANTIES; DISCLAIMER

## 4.1 Warranties

**4.1.1** Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

**4.1.2** PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

## 4.2 Disclaimers

**4.2.1** PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

**4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.**

**SECTION 5** **LIMITATIONS OF LIABILITY AND OBLIGATION****5.1 Damages and Liability Limit**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**5.2 Refusals of Payment**

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

**5.3 Errors and Omissions**

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

**5.4 Bank Actions**

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

**SECTION 6 CARDHOLDER DATA SECURITY**

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

**SECTION 7 EXCLUSIVITY**

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services for the Treasurer Tax Collector and that Treasurer Tax Collector may not procure similar such services from any other party.

**SECTION 8** **TERM AND TERMINATION****8.1 Term**

The initial term of this Agreement will commence on the Effective Date and will end on the third (3<sup>rd</sup>) anniversary of the Effective Date (the "Initial Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

**8.2 In the Event of Breach; Effect on Affiliates**

**8.2.1** Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

**8.2.2** Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

**8.3 Modification to or Discontinuation of the Service**

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

**SECTION 9****PAYMENT DEVICE TRANSACTION  
DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10****FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11****GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, without reference to its conflicts of law principles.

**SECTION 12****NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC  
110 State St. E, Suite D  
Oldsmar, FL 34677

**MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

---

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

**Point & Pay, LLC**

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

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

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

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

[Plumas County, CA]

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

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

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

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

Approved as to form:

 1/18/19  
Gretchen Stuhr  
Deputy Plumas County Counsel

**Exhibit A**  
**Services Description**

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

**Service Modules**

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

**Customer Payment Devices**

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

**Training**

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

**Support**

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

**Exhibit B**

**Client Application**



# Client Application

(Shaded areas are for internal use only)

Partner Code:

Account Representative: Mark

Submission Date:

Card Readers Quantity: 2 Price per reader: \$ 0

Target Live Date:

**Client Profile**

Client Legal Name as filed with the IRS:

Plumas County, CA

Federal Tax ID:

94-6000528

DBA: Plumas County Treasurer- Tax Collector/ Collection Divion

Physical Address: 520 Main St, Room 203

City: Quincy

State: CA

Zip: 95971

Website Address: http://www.countyofplumas.co  
m/index.aspx?NID=524

Phone # to display on customer receipts:

5302836260

**Contacts**

Primary Contact Name:

Primary Phone #:

Primary Email:

Julie White

5302836410

juliewhite@countyofplumas.com

Accounting Contact:

Accounting Phone #:

Accounting Email:

Kelsey Hostetter

5302836259

kelseyhessig@countyofplumas.com

**Payment Types** Visa, MasterCard  Discover  AMEX  Electronic Check Utility Program Debit Tax Program**Fee Summary** Fees Absorbed by Client Fee Paid by Customer Other (See Notes) Credit Card – Flat Fee

\$

 E-check – Flat Fee

\$1.50

 Credit Card - Tiered Fees: Credit Card - Percentage Fee

2.45%

 Echeck – Returned Item Fee

\$0

Describe:

 Credit Card - Minimum Fee

\$2.00

 Credit Card - Chargeback Fee

\$0

 Visa Tax Program –Debit

\$3.95

0-50 = \$

50.01-100= \$

Each Additional \$100.00 = \$

Each Additional \$50.00 = \$

**Product Summary**

Software Partner: Megabyte - At a later date

Product Name	Total Annual Collections for Payment Type	Average Payment Amount	Highest Payment Amount
1 Property Taxes	\$45,000,000	\$2000	\$100,000
2 Passports	\$20,000	\$35.00	\$35.00
3 Transient Occupancy Tax	\$1,500,000	\$100,000	\$100,000
4	\$	\$	\$
5	\$	\$	\$
6	\$	\$	\$

**Banking Summary**Deposit Structure:  Net Settlement  Debit

Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
All	MUFG Union Bank	122000496	7020016315	<input checked="" type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings

**Channels / Notes** POS  IVR  Web  Web/EBPP If all products do not match each channel, please note details below

No other fees to the County

**Signature**

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at [www.pointandpay.com/agreement](http://www.pointandpay.com/agreement).

---

**Signature**

---

**Title**

---

**Name**

---

**Date**

**PLUMAS COUNTY CLERK**

Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256  
Records Management (530) 283-6007



1B1

520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155

DATE: February 5, 2019 - Board Agenda

Kathy Williams  
Clerk – Recorder  
Registrar of Voters

TO: Honorable Board of Supervisors, County of Plumas

*[Signature]* kathywilliams@countyofplumas.com

FROM: Kathy Williams, Clerk-Recorder, County of Plumas

Julie Hagwood  
Assistant

juliehagwood@countyofplumas.com

SUBJECT: Ratification and Approval of Amended Agreement between  
DataSafe, Inc. and County of Plumas for Microfilm Storage

**IT IS REQUESTED THAT THE BOARD:**

1. Ratify and approve the amended agreement with DataSafe, Inc. for official records microfilm storage. The amended agreement is to extend the contract previously approved by the Board for an additional two years.
2. Authorize Kathy Williams, the County Clerk-Recorder, to sign the contract and enter into the amended agreement for these services with DataSafe, Inc. The amendment has been reviewed and approved as to form by the office of the County Counsel.

**BACKGROUND:**

DataSafe is the secured storage facility located in Sacramento, California, where the County stores microfilm of all the documents, vital records and archived maps recorded in the Clerk-Recorder's office. This off-site location provides a climate controlled, secure location for these records.

**FOURTH AMENDEMENT TO AGREEMENT  
BY AND BETWEEN  
COUNTY OF PLUMAS AND DATASAFE, INC.  
(Ratification)**

This Fourth Amendment to Agreement ("Amendment") is made as of \_\_\_\_\_, 20\_\_\_\_ between the COUNTY OF PLUMAS, a political subdivision of the STATE OF CALIFORNIA, by and through its Clerk-Recorder's Office (hereinafter referred to as "County"), and DATASAFE, INC., a California corporation (hereinafter referred to as "Contractor").

- 1. Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. Contractor shall continue to provide the County with services as set forth in Exhibit A or original contract.
  - b. Because the County continues to require the services of Data Safe, Inc. beyond the original expiration date of the Service Agreement, the parties desire to change the Agreement.
- 2. Amendments:** The parties agree to amend the Agreement as follows:
  - a. The termination date of the Agreement shall be extended from December 15, 2018 to December 15, 2020.
  - b. The maximum compensation payable from County to Contractor for the period between December 16, 2018 to December 15, 2020 shall not exceed Nine Thousand Nine Hundred Ninety Nine Dollars (\$9,999.00)
- 3. RATIFICATION: TERM:** The term of this Agreement commences December 15, 2018 and shall remain in effect through December 16, 2020, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by DATASAFE, INC. following expiration of the prior contract between parties on DECEMBER 15, 2018 to date of approval of this Agreement by the Board of Supervisors.
- 4. Effectiveness of Agreement:** Except as set forth in this Fourth Amendment of Agreement, all provisions of the Agreement dated December 12, 2012, shall remain unchanged and in full force effect.

**CONTRACTOR:**

DataSafe, Inc., a California Corporation

**COUNTY:**

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

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

Name: Rob Reis

Title: Vice President

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

Name:

Title: Secretary/Treasurer/CFO  
(circle one)

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

Name: Kathleen Williams

Title: County Clerk-Recorder

**APPROVED:**

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

Name: Michael Sanchez

Title: Purchasing Agent,  
Chairperson of the Board

**ATTEST:**

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

Nancy DaForno

Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

**Plumas County Counsel**

By:

 1/17/19

Name: Gretchen Stuhr

Title: Deputy County Counsel

**PLUMAS COUNTY CLERK~RECODER**

Recorder Division (530) 283-6218  
Elections Division (530) 283-6256



1B2

520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 Fax: (530) 283-6155

DATE: January 16, 2019

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder, County of Plumas

SUBJECT: Postage Machine Charges Reimbursement - Agenda  
Item for the Meeting of February 5, 2019

*K. Williams*  
Kathy Williams  
Clerk – Recorder  
Registrar of Voters  
[kathywilliams@countyofplumas.com](mailto:kathywilliams@countyofplumas.com)

*K. Williams*  
Julie Hagwood  
Assistant  
[juliehagwood@countyofplumas.com](mailto:juliehagwood@countyofplumas.com)

**It is recommended that the Board** approve the supplemental transfer of \$30,000 to the postage line item in the department to cover costs of postage through the current fiscal year, Dept. 20469/520210.

**Background information:** The amount budgeted for postage for this fiscal year was \$35,000. To date departments have used \$30,625, leaving a balance of \$4,375. There are still several large mailings that must utilize these funds. The Auditor's office has W2 forms to mail, the Treasurer-Tax Collector has delinquent tax statements and we have a special countywide election that the governor just called.

The \$35,000 is budgeted in a revenue account as well as an expenditure account. As charges are billed back to each department for their postage use via journal entry, the funds are not returned to the expense account to be able to purchase postage for use again. This creates a shortage in the expenditure line item but replenishes the revenue account.

We need to add an estimated \$30,000 to the expenditure account to meet the postage needs of the departments and fill the postage machine with available postage. It will again be billed back to each department and then added as a revenue thereby offsetting the expenditure.

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

**TRANSFER NUMBER**

(Auditor's Use Only)

Department: Records Management

Dept. No: 20469

Date

01/17/19

The reason for this request is (check one):

## Approval Required

- A.  Transfer to/from Contingencies OR between Departments
- B.  Supplemental Budgets (including budget reductions)
- C.  Transfers to/from or new Fixed Asset, within a 51XXX
- D.  Transfer within Department, except fixed assets
- E.  Establish any new account except fixed assets

## Board

## Board

## Board

## Auditor

### Auditor

TRANSFER FROM OR

## SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Postage line item increase to cover costs of postage through the current fiscal year.

B) Cost related to postage due to large department mailings.

C) Many Departments have time sensitive mailings that must be delivered within certain time frames.

D) As department charges are billed out they are not retuned to the expense account in order to purchase postage.

Approved by Department Signing Authority: Kathleen Williams

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: John D. Clark

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.

/c/

(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, 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 Board of Supervisors of the County of Plumas, State of California, 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; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Director of Facility Services & Airports, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project, subject to the terms and conditions of the Plumas County Purchasing Policy and other applicable County policies and procedures.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th of February, 2019, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

ATTEST:

Chair of the Board of Supervisors



1c2

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Date: February 5, 2019

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Authorize the Department of Facility Services to waive the rental fee for Matthew Kitchens/Quincy Chamber of Commerce for the following events for 2019: Groundhog Fever festival (Feb 2<sup>nd</sup>), Safe trick or treat (Oct. 31<sup>st</sup>), Sparkle (Dec. 6<sup>th</sup>) on the County Courthouse lawn.

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### Background

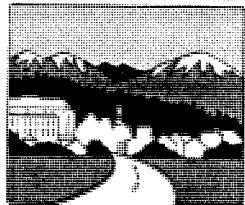
Matthew Kitchens/Quincy Chamber of Commerce has requested to waive the rental fee on the above referenced dates. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Matthew Kitchens/Quincy Chamber of Commerce on Feb 2<sup>nd</sup>, Oct. 31<sup>st</sup>, Dec. 6<sup>th</sup> on the Plumas County Courthouse lawn .

# QUINCY

CHAMBER OF  
COMMERCE



*"Heart of Feather River Country"*

PO Box 215

Quincy, CA 95971

(530) 394-0541

[info@quincychamber.com](mailto:info@quincychamber.com) • [www.quincychamber.com](http://www.quincychamber.com)

January 25, 2019

Board of Supervisors  
Plumas County Courthouse, Third Floor  
520 Main Street  
Quincy, CA 95971

RE: Plumas Co. Courthouse Facilities Use Fee Waiver Request

Honorable Supervisors,

Please consider this as our written request for waiver of the Facility Use Fees for the following events for 2019:

Groundhog Fever Festival (February 2<sup>nd</sup>)  
Safe Trick-or-Treat (October 31<sup>st</sup>)  
Sparkle (December 6<sup>th</sup>)

All three of these events are primarily for the purpose of enriching and benefitting our community as a whole. The Quincy Chamber of Commerce makes very little money from any of these events even though we are the coordinators of all of them; last fiscal year alone the three events combined amounted to less than 1% of our net income for the year. As you may be aware, the Quincy Chamber of Commerce relies almost entirely on membership dues and donations. We have one part-time employee right now who works an average of 8 hours a week. Every penny counts for our organization, so the waiver of the facility use fee may not seem like much, but it does help us continue to support our community.

Thank you for your consideration,

Matthew Kitchens  
President

IE

**RESOLUTION NO. 19-**

**RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 17-94149 A01  
FOR THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE  
SERVICES (DHCS) MENTAL HEALTH SERVICES DIVISION.**

**WHEREAS**, DHCS Contract Agreement Number 17-94149 A01 sets forth the conditions and requirements that Plumas County must meet in order to receive funding for the Substance Abuse Prevention and Treatment SAPT Block Grant services.

**WHEREAS**, Plumas County Behavioral Health will perform community substance abuse prevention and treatment services.

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

Approve DHCS Contract Number 17-94149 A01 from the State of California Department of Health Care Services for County Behavioral Health Director to sign any documents pertaining to this grant as the Board's designee.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors , County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of February, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Executive Clerk/Board of Supervisors



# Office of the Sheriff

## Office of Emergency Services

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

1/1

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** January 24, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Items for the meeting of February 5, 2019

**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 03/16/19 – 03/15/20. 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, 2019 ("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

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

\_\_\_\_\_ 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, 2020, 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 supersedes 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

\_\_\_\_\_  
 Deputy

Date: 1/18/19

## **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.



# Office of the Sheriff

## Office of Emergency Services

1/2

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** January 23, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Items for the meeting of February 5, 2019

**It is recommended that the Board:**

Approve contract #PCSO00097 between the Plumas County Sheriff's Office (PCSO) and the Department of Justice (DOJ), Bureau of Criminal Identification & Information (BCII) in the amount of \$25,000 and authorize the Sheriff to sign.

**Background and Discussion:**

The term of this contract is 01/01/19-12/31/19. This purpose of this agreement with the DOJ is to submit fingerprint images and related information electronically and having DOJ provide PCSO with DOJ and FBI Criminal Offender Record Information (CORI). PCSO will be billed for live scan fingerprint submissions monthly and payments will be made to DOJ under this agreement.

County Counsel has reviewed and approved this agreement.

STATE OF CALIFORNIA  
STANDARD AGREEMENT  
STD 213 (Rev 06/03)

AGREEMENT NUMBER PCSO00097
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Business/Entity named below:

BUSINESS/ENTITY NAME

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

CONTRACTOR'S NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this  
Agreement is: 01/01/2019 through 12/31/2019

3. The maximum amount  
of this Agreement is: \$25,000.00  
Twenty Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Invoicing and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions page(s)

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)  
 Exhibit - D Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

DEPARTMENT OF JUSTICE (DOJ)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

CHRIS RYAN, Chief, Division of Operations

ADDRESS

1300 I STREET, ROOM 810, SACRAMENTO, CA 95814

California Department of Justice  
Use Only

BUSINESS/ENTITY

BUSINESS/ENTITY NAME

COUNTY OF PLUMAS (PCSO)

BY (Authorized Signature)

DATE SIGNED (Do not type)



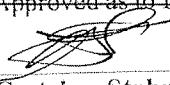
PRINTED NAME AND TITLE OF PERSON SIGNING

GREGORY HAGWOOD, Sheriff

Approved as to form:

ADDRESS

1400 E. MAIN STREET QUINCY, CA 95971

  
1/17/19  
Gwendolyn Stuhr

Deputy Plumas County Counsel

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

The County of Plumas, hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

**1. DOJ Responsibilities:**

A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO, for PCSO:

DOJ CORI or a no record response and (if authorized) subsequent arrest notifications  
 FBI CORI or a no record response for initial submissions (as applicable)  
 Child Abuse Central Index (CACI – as applicable)  
 Peace Officer Carry Concealed Weapon (CCW – as applicable)  
 Other – Custodian of Records (COR – as applicable)

B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

**2. The PCSO Responsibilities:**

A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA0320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.

B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ. The PCSO, any official or employee of the PCSO shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

**Requesting Agency:**  
COUNTY OF PLUMAS (PCSO)  
Livescan Account

Name: Roni Towery  
Address: 1400 E. Main St.  
Quincy, CA 95971  
Phone: (530) 283-6396  
FAX: (530) 283-6344  
E-Mail: [ronitowery@countyofplumas.com](mailto:ronitowery@countyofplumas.com)

**Providing Agency:**  
DEPARTMENT OF JUSTICE (DOJ)  
CJIS/OSP – Electronic Billing Unit

Name: Danielle Hofmeister  
Address: 4949 Broadway, Rm. C217  
Sacramento, CA 95820  
Phone: (916) 210-5336  
FAX: (916) 227-1149  
E-Mail: [danielle.hofmeister@doj.ca.gov](mailto:danielle.hofmeister@doj.ca.gov)

Contract inquiries:

**Requesting Agency:**  
PCSO  
Livescan Account

Name: Roni Towery  
Address: 1400 E. Main St.  
Quincy, CA 95971  
Phone: (530) 283-6396  
FAX: (530) 283-6344  
E-Mail: [ronitowery@countyofplumas.com](mailto:ronitowery@countyofplumas.com)

**Providing Agency:**  
DEPARTMENT OF JUSTICE (DOJ)  
CJIS/OSP – Electronic Billing Unit

Name: Danielle Hofmeister  
Address: 4949 Broadway, Rm. C217  
Sacramento, CA 95820  
Phone: (916) 210-5336  
FAX: (916) 227-1149  
E-Mail: [danielle.hofmeister@doj.ca.gov](mailto:danielle.hofmeister@doj.ca.gov)

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.
5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

**EXHIBIT B**  
**Invoicing and Payment Provisions**

**Invoicing**

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X	CORI submissions specific to the <u>PCSO</u> , as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.
Federal Level Response	\$17	X	
Federal Level Response (Volunteer)	\$15		
California Child Abuse Index (CACI)	\$15	X	
Trustline CACI	\$15		
Adoption CACI	\$15		
Peace Officer Carry Concealed Weapon (CCW)	\$19	X	
Employment CCW	\$22	X	
Private Patrol/Security Guard CCW	\$38		
Standard CCW	\$44	X	
Judge CCW	\$66	X	
Reserve/Custodial Peace Officer CCW	\$88	X	
Fingerprint Roller Certification	\$25		
DOJ Fingerprint Rolling Fee	\$10		
Record Review	\$25		
DSS Fee	\$10		
CS DSS Fee	\$20		
Custodian of Records	\$62		

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office  
ATTN: Roni Towery  
1400 E. Main Street  
Quincy, CA 95971

#### **Budget Contingency Clause**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

#### **Prompt Payment Clause**

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.



# Office of the Sheriff

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

1F3

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** January 28, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of February 5, 2019

**RECOMMENDATION:**

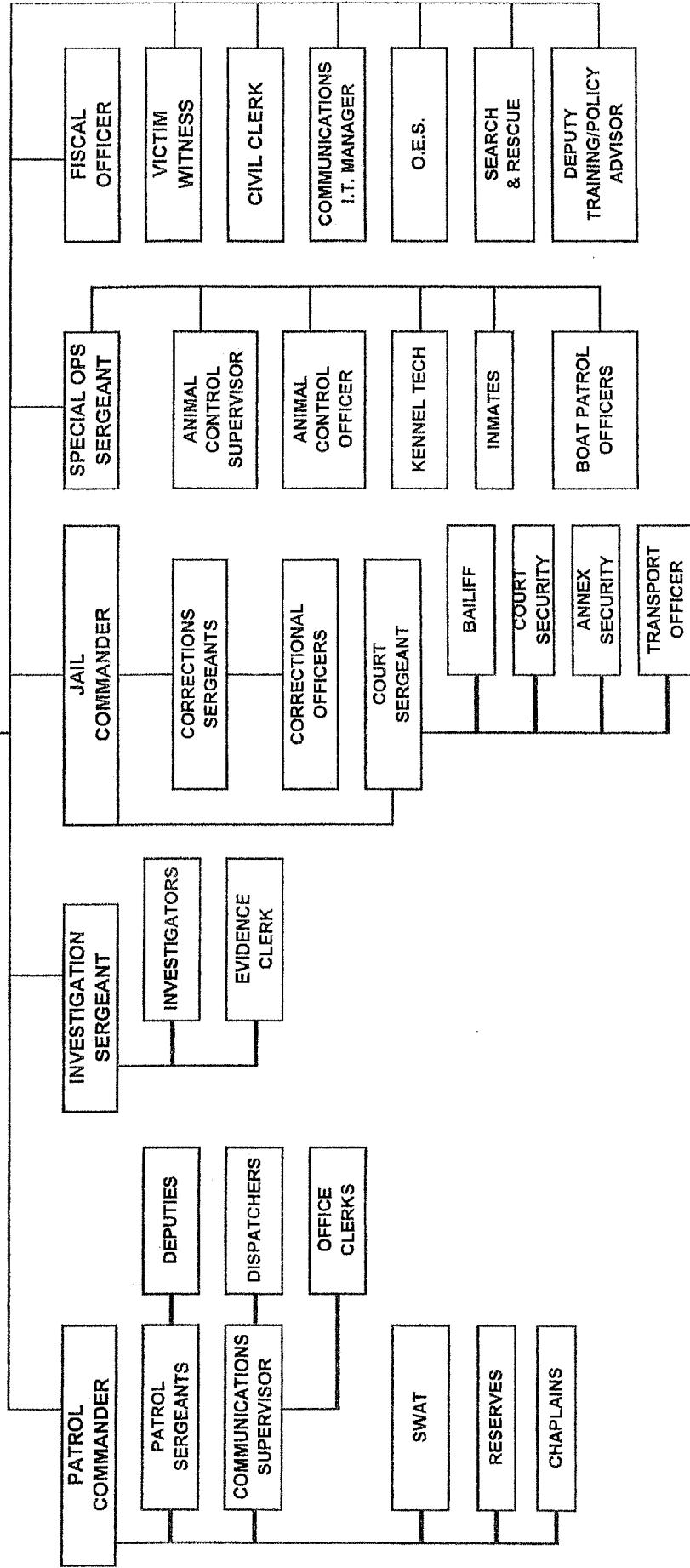
Authorize the Sheriff to recruit and hire an Animal Control Officer.

**BACKGROUND & DISCUSSION:**

Authorize the Sheriff to recruit and hire an Animal Control Office. The opening is a result of a promotion. This position is allocated and funded in the 2018-2019 Animal Control budget.

**SHERIFF**

**UNDERSHERIFF**





# 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 John Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director

## CONSENT AGENDA REQUEST

For the February 5, 2019 meeting of the Plumas County Board of Supervisors

Date: January 28, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

*Robert A. Perreault Jr.*

Subject: **Approval of Amendment No. 9 to Professional Services Agreement for Property Acquisition Services for the Relocation of the Quincy Maintenance Yard**

### Background:

The County of Plumas has determined that the construction of the new jail will require that Public Works' maintenance activities associated with the existing yard will need to be relocated offsite to a new location within American Valley.

Bender Rosenthal, Inc. is the On-Call Right-of-Way Consultant for the County pursuant to the vote of contract award by the Board of Supervisors on October 20, 2015. The contract was amended on August 14, 2018 to extend the term until October 31, 2021. Amendment No. 9 authorizes a maximum of \$61000 for valuation, appraisal and acquisition services for parcels deemed appropriate for road maintenance yard uses.

Located at 50 Abernathy Lane in Quincy, the County currently operates a Type II Jail, known as the Plumas County Correctional Facility (PCCF). Having a 67-bed rated capacity, the findings of the PCCF Needs Assessment (which addresses all elements and requirements defined by Title 24) and the PCCF Facility Conditions Assessment demonstrate that the PCCF, constructed in 1976, is, economically, beyond repair.

During recent years, the County, acting through the Sheriff's Office, has actively pursued award of grant funding from the State for the design, construction and financing of a new Jail Facility Project, under the SB 844 Adult Local Criminal Justice Facilities Construction Financing Program.

During 2017, Plumas County received notice from the California Board of State and Community Corrections (BSCC) that the latest application for grant funding had been approved in the amount of \$25,000,000. Since that time, County officials, including their Criteria Architect, have been closely coordinating property deeds, right-of-way and financing details with the State,

thus resulting – on August 31, 2018 – in the final “establishment” (“approval”) by the State, enabling the grant funds to now be available for expenditure on the new Jail Facility Project.

Plumas County has proposed to build a new jail facility located at Abernathy Lane, Quincy, CA 95971. In order to reasonably accommodate the construction of the new Jail Facility within the confines of the designated County-owned parcel and in accordance with the conditions of the Special Use Permit granted on July 8, 2015, it is necessary to that the new Jail Facility be constructed within the location now occupied by the existing Sand House and its abutting materials storage area known as the “Mix Circle.”

The Plumas County Board of Supervisors has established the construction of the new Jail Facility as a priority, in part, as a response to the DOJ Consent Decree, as well as a recognition that the availability of the \$25,000,000 in grant funds cannot be jeopardized. For example, any consideration of designating a different location for the new Jail Facility Project would certainly trigger the need for new CEQA documentation, resulting in a need for the design of the new jail project (and its construction) to be delayed, thus risking the award of the \$25,000,000 grant.

On January 16, 2018, the Plumas County Board of Supervisors voted unanimously to locate the new Jail Facility parcel footprint to include within the area now occupied by the existing Public Works Sand House and its abutting “Mix Circle.”

The consequence of the designated location for the new Jail Facility is that the Department of Public Works needs to permanently relocate its operations west of Mill Creek to a new site in order to enable the new Jail Facility Project to proceed forward without delay.

#### Scope of Work:

BRI will develop complete appraisals of the estimated fair market value of the full and partial acquisitions needed for this project. BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop; purchase agreements (right of way contracts) easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client’s process and specifications.

BRI will deliver documents and checks to escrow company, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor’s office. Five preliminary title reports will be needed however, it is estimated that only up to three escrows will be necessary.

The attached Amendment No. 9 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

**Recommendation by Public Works:**

The Director of Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Amendment No. 9 to the Professional Services Agreement between the County of Plumas and BRI, for Right-of-Way Engineering and Acquisition Services for the Relocation of the Quincy Maintenance Yard Project in the amount not-to-exceed \$61,000.

Attachment: Amendment No. 9 to the Professional Services Agreement between the County of Plumas and Bender Rosenthal Inc.

**AMENDMENT NO. 9**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**Right-of-Way Engineering Acquisition Services for  
Transportation Improvement Projects in  
Plumas County, California**

## **Relocation of the Quincy Maintenance Yard**

The October 20, 2015 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and BENDER ROSENTHAL INC. ("Consultant"), is hereby amended as follows:

## Compensation

Consultant shall be paid in accordance with the Scope and Cost Proposal set forth in Exhibit "A," attached hereto. Amendment No. 9 authorizes compensation not to exceed Sixty-One Thousand Dollars and No Cents (\$61,000).

## Other Contract Provisions

All other contract provisions set forth in the October 20, 2015 Professional Services Agreement first referenced above remain unchanged.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Consultants Initials

County Initials

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2-A to be executed by and through their respective authorized officers, as of the date first written above.

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

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

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

CONCURRENCE BY:

\_\_\_\_\_  
County Purchasing Officer

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

**CONSULTANT**  
**BENDER ROSENTHAL INC.**

\_\_\_\_\_  
Signature  
David B. Wraa, President

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

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachment: Bender Rosenthal Inc. Proposal for the Quincy Maintenance Yard Site, January 25, 2019

\_\_\_\_\_  
Consultants Initials

\_\_\_\_\_  
County Initials



BENDER  
ROSENTHAL  
INCORPORATED

January 25, 2019

Plumas County Department of Public Works  
1834 E Main Street  
Quincy, CA 95971  
ATTENTION: John Mannle, P.E. - Assistant Director

**RE: Quincy Maintenance Site**

Dear Mr. Mannle,

Bender Rosenthal, Inc. is pleased to submit this proposal for Right of Way Services associated with the Quincy Maintenance Site.

Our understanding is that a prison is planned to occupy the current Quincy Maintenance Site and therefore a new location is required. Three different sites have been identified and BRI will be providing services to provide appraisals and acquire the needed properties for the County.

Site A is owned by the State of California and a more complicated acquisition requiring more lead time. Site B is under one ownership and although multiple parcels, appears to be one larger parcel. Site C is three parcels and owners have the same last name, but are technically different ownerships. Three larger parcels with two full acquisitions and one partial acquisition is assumed for Site C.

Specific tasks outlining the Scope of Work are presented as follows:

**TASK 1 - Right of Way Project Management**

Brenda Schimpf, PMP, California Real Estate Broker, will serve as the Project Manager for this contract. She will oversee performance of the Tasks involved in delivery of the Right of Way in the proposed Professional Services Contract between BRI and Plumas County Department of Public Works (Client). This scope includes one (1) project development team meeting, and monthly updates on the status of the project.

**TASK 2 - Valuation Services**

BRI will develop complete appraisals of the estimated fair market value of the full and partial acquisitions



**3 SITE OPTIONS**

SITE	APN	OWNER
A - Green	117-140-026	State of California
	116-310-003	
	117-350-047	
B - Yellow	117-350-046	Robert Conover
	117-350-043	
C - Red	117-350-044	Charles Leonhardt
	117-350-050	
	117-350-049	
	117-350-048	Richard Leonhardt
	117-350-048	E. Daniel Leonhardt



needed for this project. The Appraisal Reports will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes. Appraisal Mapping, Plat Maps and Legal Descriptions for the properties to be appraised will be provided to BRI by Plumas County. The Appraisals will be completed within 6 to 8 weeks from receipt of appraisal mapping and notice to proceed.

#### **OPTIONAL TASK 3 - External Appraisal Review**

An appraisal review is the act or process of developing and communicating an opinion about the quality of another appraiser's work (USPAP 2017-2018). The essence of appraisal review is to investigate, analyze, and verify the logic and procedures used in appraisals and to ensure the preparation of competent and thorough reports that result in sound value opinions. The purpose of a review is to reinforce the client's confidence in the credibility of the appraisal conclusions it presents. We have not included appraisal review as part of the proposal.

#### **TASK 4 - Acquisition Services**

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop: purchase agreements (right of way contracts) easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to 6 contacts in the first 60 days.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with Client's staff and other consultants;
2. Review of appraisals, title reports, maps and descriptions of the required parcels;
3. Field review the project with Client or other designated person;
4. Preparation of right-of-way contracts and other acquisition documents; and
5. Meet with grantors to discuss the project in general; review maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third (3rd) contact either in person or by telephone/mail. A recommendation to the Client will be made after impasse has been reached. To reach impasse there are specific requirements as follows:
  - A. Go through the acquisition steps outlined below; plus
  - B. Make at least three (3) contacts with owner (personal call, letter or phone call) in any combination; plus
  - C. Spend up to eight hours working on the parcel acquisition; and
  - D. Respond to property owner inquiries verbally and in writing within two business days.

Each of the proposed sites brings forward its own set of difficulties for the acquisition phase which is reflected in the fee. Site A (Green) is owned by the State of California has the potential to be time consuming. Site B (Yellow) has multiple parcels but is under one ownership. Site C (Red) has multiple parcels with multiple ownerships. This one has many variables between the multiple ownerships that could result in being more time consuming than a single ownership.

#### **TASK 5 - Title and Escrow Support**

BRI will deliver documents and checks to escrow company, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office. Five preliminary title reports will be needed however we assume that only up to three escrows will be included (if Site C - Red is selected with three ownerships).

## OPTIONAL TASK 6 - Condemnation Support

The BRI Project Management team is well versed in the condemnation process and has made presentations to Boards and City Councils in support of condemnation actions. BRI will support Plumas County DPW and the County's legal counsel by assisting in the preparation of staff reports and presentations for the County's Board for the Resolution of Necessity (RON). In addition, we will work with the County's legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide expert testimony during any court or administrative proceedings as an additional service.

## SCHEDULE AND FEES

BRI proposes to deliver the ROW phase within eight (8) months from the Notice to Proceed for delivery of all required parcels. Our proposed fee based on the Scope outlined herein is as follows:

PROJECT SCHEDULE: PLUMAS COUNTY - QUINCY MAINTENANCE STATION								
RIGHT OF WAY TASK	2019							
	1	2	3	4	5	6	7	8
NTP								
Right of Way Management								
Appraisal								
OPTIONAL: Appraisal Review								
Acquisition								
OPTIONAL: Condemnation Support								

## Other Direct Costs (ODCs)

BRI does not mark up the fees for other direct costs, including the fees charged by subconsultants. BRI charges for pass through expenditures such as the fees for preliminary title reports, litigation guarantees, shipping, and subconsultant expenditures. Travel is billed at cost for rental cars and fuel. Mileage is charged at the current year IRS rate. Rental cars will be used primarily for same-days trips as the daily rental and fuel costs are lower than the mileage cost for a round trip between the BRI office and the project area. BRI uses the State of California Accounting Policy for determining travel status and setting per diem rates.

On October 20, 2015, Bender Rosenthal, Inc., and Plumas County entered into a Professional Services Agreement to provide appraisal and acquisition services. Fees in the following table reflect the fees originally agreed upon in 2015.

COST PROPOSAL		
TASK	DESCRIPTION	TOTAL
TASK 1 - Right of Way Project Management	8 hrs/month x 8 months @ \$185/hr	\$11,840
		<b>Task 1 Total</b> <b>\$11,840</b>
TASK 2 - Valuation Services	Site A (Green): 1 larger parcel appraisal @ \$5,000 each Site B (Yellow): 1 larger parcel appraisal @ \$5,000 each Site C (Red): 3 larger parcel appraisals @ \$5,000 each	\$5,000 \$5,000 \$15,000
		<b>Task 2 Total</b> <b>\$25,000</b>
OPTIONAL TASK 3 - External Appraisal Review		---
TASK 4 - Acquisition Services	Site A (Green) 30 hrs @ \$140/hr Site B (Yellow) 20 hrs @ \$140/hr Site C (Red) 20 hrs x three (3) owners X \$140/hr	\$4,200 \$2,800 \$8,400
		<b>Task 4 Total</b> <b>\$15,400</b>
TASK 5 - Title and Escrow Support	Five (5) Preliminary Title Reports @ \$750 each Up to three (3) closed escrows X 10 hrs/escrow @ \$90/hr	\$3,750 \$2,700
		<b>Task 5 Total</b> <b>\$6,450</b>
OPTIONAL TASK 6 - Condemnation Support		---
Other Direct Costs (ODCs)		\$2,000
		<b>Maximum As Scoped Budget</b> <b>\$60,690*</b>

\*Due to the rush schedule needed, all three site negotiations are anticipated to begin simultaneously. As any of the ownerships reach an impasse, work will cease and services for that property will be billed through that point, unless otherwise directed by the County.

We appreciate the opportunity to submit our proposal. Should you have any questions or need additional information, please feel free to contact me at (916) 978-4900 or by email at [d.wraa@benderrosenthal.com](mailto:d.wraa@benderrosenthal.com).

Respectfully,

David B. Wraa, MAI, ARA, AI-GRS  
President

# BIG FISH CREATIONS

*When you need to get noticed – swim upstream.*

2

County of Plumas  
Board of Supervisors  
520 Main Street  
Quincy, Ca 95971

January 15, 2019

RE: Consideration for Visitors Guide Ad

To the members of the Plumas County Board of Supervisors,

One again, you have an opportunity to place media with the Plumas County Visitor Guide. Last year, the county placed a 1/2 page ad at the cost of \$775.00 and promoted Plumas County enticing visitors to the area.

This year, Big Fish Creations is asking the board if they would like to place another ad, and we recommend choosing the previous ad taken, but you can consider another option:

1/4 page ad \$475

**Note: 2019 Visitor Guide ad prices have increased - \$50.00 on the 1/2 page and \$40 on the 1/4 page.**

Should you choose to take the ad, Big Fish Creations will: place the media, layout & design the ad under the current retainer, and present creative concepts to the board on the meeting scheduled 2/5/18. The artwork deadline for the Visitor Guide ad is February 14, 2019.

Regards,



Patty Clawson  
Big Fish Creations

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



3

**DATE:** January 25, 2019

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF FEBRUARY 5, 2019.  
**RE: ADOPT RESOLUTIONS TO AMEND FISCAL YEAR 2018/2019 PLUMAS COUNTY JOB CLASSIFICATION & WAGE RANGE FOR PLUMAS COUNTY SHERIFF DEPARTMENT FOR CORRECTIONAL OFFICERS I/II, CORRECTIONAL SERGEANT, AND DISPATCHER I/II**

## **IT IS RECOMMENDED THAT THE BOARD:**

After comparing the base wages through labor market study for both the Correctional Officers and Dispatcher positions, I am offering the Board of Supervisors a recommendation to increase base wages for these classifications. I am recommending base wage increases for the Dispatcher classification series, the Correctional Officer I/II and Correctional Sergeant classifications.

## **BACKGROUND AND DISCUSSIONS**

Human Resources department completed a wage survey across the ten (10) counties to compare similar job duties and qualifications. Plumas County is the lowest paid for our Correctional Officers I & II as well as our Dispatcher class series. At this time, I believe it is imperative to present the Board of Supervisor with the wage increase options for these classifications. There are a few factors as to why I am making these recommendations.

Job retention and job recruitment has been an ongoing challenge for the Sheriff's department. For the last couple of years, we have been unable to fill vacant positions and job retention is not optimal. We currently have five (5) vacant Correctional Officer positions and this seems to be the norm. Low retention and unable to fill vacant position also is a strain on the department for meeting staffing needs. Due to the vacancies for both Correctional Officer and Dispatcher positions, Human Resources department is recruiting and testing job applicants, and the Sheriff department is in background checks for the various qualified applicants. Job retention is another potential concern due to the turnover with employees leaving for higher paying positions, including employment opportunities within other County departments.

Another issue has to do with the new Jail Facility for Plumas County that is to be built in the next few years. With the difficulty in staffing our current facility it may become problematic for staffing the new facility, which could be perceived an issue and potentially viewed negatively by

the State who is overseeing the ongoing efforts to build the new correctional facility. The County has already invested a considerable amount of time and resources to the concept of building this new Jail, not to mention the amount of money that has been allocated and spent to date on this project.

Bottom line, it is the overall safety for the inmates and the Correctional Officers that we need to insure our jail facility is fully operational and staffed with the allocated positions for the various shifts.

The mid-year budget for Fiscal year 2018/2019 indicates the revenue is underspent in regular wages and funding is available to pay for the increase to base wages for these classifications in fund #70380. An additional \$35,974.22 is estimated to fund the rest of this year's employee increases (five months). The mid-year budget for regular wages #70380 is at 34.31%, leaving a remaining balance that could cover these proposed additional expenditures.

An estimate for the wage increases for the current employees working in the capacity as Dispatchers is approximately \$11,133.56 for the next five months. Again the mid-year budget for Fiscal Year 2018/2019 for department #70330 is underspent at 43.82% in regular wages, which includes the Dispatcher classifications wages. Both mid-year budget report department details are attached in Exhibit C.

Recommendations for the current ranges and proposed wage ranges are listed for the following classifications:

<b><i>Jail Classification</i></b>	<b><i>Current range</i></b>	<b><i>Proposed range</i></b>
Correctional Officer I	\$15.55	\$17.45
Correctional Officer II	\$17.14	\$19.23
Correctional Sergeant	\$18.88	\$21.32

<b><i>Dispatcher Series</i></b>	<b><i>Current range</i></b>	<b><i>Proposed range</i></b>
Dispatcher I	\$16.02	\$17.45
Dispatcher II	\$17.24	\$18.64

Backup documentation includes the Sheriff's organizational chart, the mid-year budget report with department detail for #70330 and #70380, and employees' current wages as well as proposed wages range increases.

Thank you for this opportunity to bring this proposal forward for your consideration.

Attached Exhibits:

Exhibit A:

- Sheriff Department Organizational Chart as of January 24, 2019

Exhibit B:

- Spreadsheet for current and proposed wage expenditures

Exhibit C:

Mid-Year Budget Report - Department Details

- 70330 Sheriff & 70380 Jails

**RESOLUTION TO AMEND FISCAL YEAR 2018-2019 JOB CLASSIFICATION PLAN  
FOR CORRECTIONAL OFFICER I – RANGE 1745, CORRECTIONAL OFFICER II –  
RANGE 1923, AND CORRECTIONAL SERGEANT – RANGE 2132 PLUMAS COUNTY  
SHERIFF'S DEPARTMENT #70380**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2018/2019 Position Allocation covering all positions in the County service; and

**WHEREAS**, the Correctional Officer I/II and Correctional Sergeant job classifications are necessary in the daily operational needs of the Sheriff's Department #70380; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the County's Job Classification Plan for the position of Correctional Officer range 1745, Correctional Officer II range 1923, and Correctional Officer 2132 for Sheriff's Department #70380; and

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

Approve the amendment to the Fiscal Year 2018/2019 Job Classification Plan for the following classifications:

<u>Sheriff Department</u>	<u>#70380</u>	<u>Current Range</u>	<u>Proposed Range</u>
Correctional Officer I		1555	1745
Correctional Officer II		1714	1923
Correctional Sergeant		1888	2132

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5<sup>th</sup> day of February, 2019 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

---

Chair, Board of Supervisors

RESOLUTION NO. 2019- \_\_\_\_\_

**RESOLUTION TO AMEND FISCAL YEAR 2018/2019 JOB CLASSIFICATION PLAN  
FOR DISPATCHER I – RANGE 1745 AND DISPATCHER II – RANGE 1864 FOR  
PLUMAS COUNTY SHERIFF’S DEPARTMENT #70330**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2018/2019 Position Allocation covering all positions in the County service; and

**WHEREAS**, the Dispatcher I and Dispatcher II job classifications are necessary in the daily operational needs of the Sheriff’s Department #70330; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the County’s Job Classification Plan for the position of Dispatcher I –Range 1745 and Dispatcher II- Range 1864 for Sheriff’s Department #70330; and

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

Approve the amendment to the Fiscal Year 2018/2019 Job Classification Plan for the following classifications:

<u>Sheriff Department</u>	<u>#70380</u>	<u>Current Range</u>	<u>Proposed Range</u>
Dispatcher I		1602	1745
Dispatcher II		1724	1864

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5<sup>th</sup> day of February, 2019 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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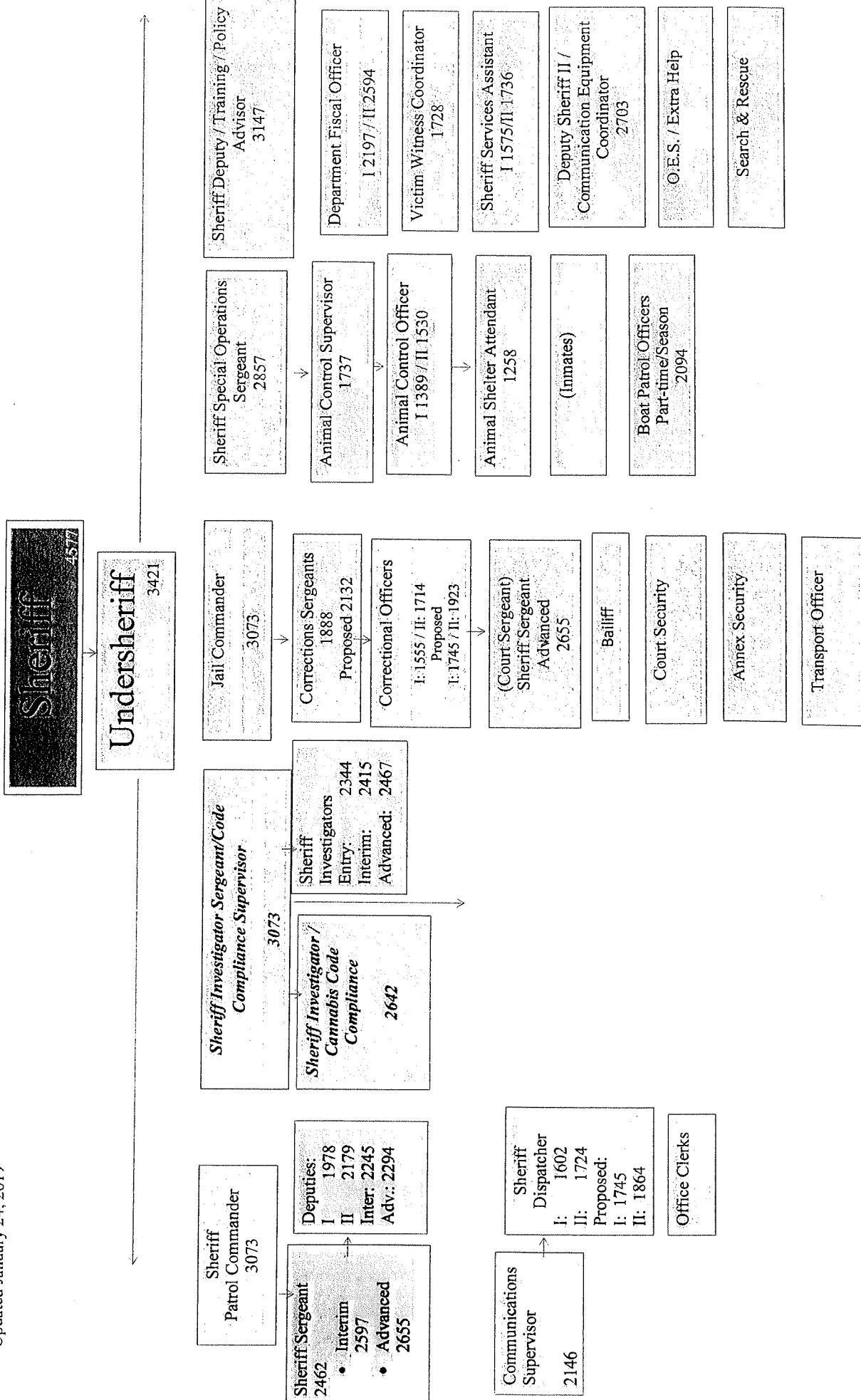
Chair, Board of Supervisors

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Clerk, Board of Supervisors

# Exhibit A

Updated January 24, 2019



# Exhibit B

empl_no	name	hire_date	home_ogr	departmen	bargain	class	sch	schedule	step	rate	pay_hours	annl_sal	five months	Increase	five months
100915	Correctional Officer II	6/7/2017	70380 JAILS	SDU	S202	322	5202 1714		2	\$ 18.00	80	\$ 37,440.00	\$ 15,264.00	\$ 20.20	\$ 17,129.60
100845	Correctional Officer II	6/27/2016	70380 JAILS	SDU	S202	322	5202 1714		3	\$ 18.90	80	\$ 39,312.00	\$ 16,027.20	\$ 21.21	\$ 17,386.08
100336	Correctional Officer II	9/5/2011	70380 JAILS	SDU	S202	322	5202 1714		6	\$ 21.90	80	\$ 45,552.00	\$ 18,571.20	\$ 24.57	\$ 20,833.36
100378	Correctional Sergeant	8/31/2011	70380 JAILS	SDU	S202	322	5202 1714		4	\$ 19.85	80	\$ 41,288.00	\$ 16,832.80	\$ 22.28	\$ 18,893.44
100123	Correctional Sergeant	4/17/2012	70380 JAILS	SDU	S200	320	5200 1888		5	\$ 22.98	80	\$ 47,798.40	\$ 19,487.04	\$ 25.33	\$ 21,988.64
100544	Correctional Sergeant	6/11/2008	70380 JAILS	SDU	S200	320	5200 1888		7	\$ 25.34	80	\$ 52,707.20	\$ 21,488.32	\$ 28.60	\$ 24,252.80
100627	Correctional Sergeant	3/3/2014	70380 JAILS	SDU	S200	320	5200 1888		4	\$ 21.88	80	\$ 45,510.40	\$ 18,554.24	\$ 24.69	\$ 20,937.12
100618	Correctional Officer II	4/26/2015	70380 JAILS	SDU	S200	320	5200 1888		3	\$ 20.83	80	\$ 43,326.40	\$ 17,563.84	\$ 23.51	\$ 19,936.48
975450	Correctional Officer II	11/9/2016	70380 JAILS	SDU	S202	322	5202 1714		2	\$ 18.00	80	\$ 37,440.00	\$ 15,264.00	\$ 20.20	\$ 17,129.60
101099	Correctional Officer I	7/2/2017	70380 JAILS	SDU	S202	322	5202 1714		8	\$ 24.15	80	\$ 50,232.00	\$ 20,479.20	\$ 27.09	\$ 22,972.32
101084	Correctional Officer I	10/17/2018	70380 JAILS	SDU	S201	321	5201 1555		1	\$ 15.55	80	\$ 32,344.00	\$ 13,186.40	\$ 17.45	\$ 14,797.60
101120	Correctional Officer I	5/16/2018	70380 JAILS	SDU	S201	321	5201 1555		1	\$ 15.55	80	\$ 32,344.00	\$ 13,186.40	\$ 17.45	\$ 14,797.60
356350	Correctional Sergeant	10/17/2018	70380 JAILS	SDU	S200	320	5200 1888		5	\$ 22.98	80	\$ 47,798.40	\$ 19,487.04	\$ 23.40	\$ 21,983.20
Dispatch															
518060	Dispatcher II	8/14/2005	70330 SHERIFF	SDU	S101	318	5101 1724		7	\$ 23.14	80	\$ 48,131.20	\$ 19,622.72	\$ 25.01	\$ 21,208.48
100178	Dispatcher II	4/20/2009	70330 SHERIFF	SDU	S101	318	5101 1724		6	\$ 22.03	80	\$ 45,822.40	\$ 18,681.44	\$ 23.81	\$ 20,190.88
101022	Dispatcher II	8/20/2017	70330 SHERIFF	SDU	S101	318	5101 1724		1	\$ 17.24	80	\$ 35,859.20	\$ 14,619.52	\$ 18.64	\$ 15,806.72
101085	Dispatcher I	6/9/2018	70330 SHERIFF	SDU	S100	317	5100 1602		1	\$ 16.02	80	\$ 33,321.60	\$ 13,584.96	\$ 17.45	\$ 14,797.60
876555	Dispatcher II	1/2/1996	70330 SHERIFF	SDU	S101	318	5101 1724		10	\$ 26.80	80	\$ 55,744.00	\$ 22,726.40	\$ 28.97	\$ 24,566.56
101095	Dispatcher I	3/4/2018	70330 SHERIFF	SDU	S100	317	5100 1602		1	\$ 16.02	80	\$ 33,321.60	\$ 13,584.96	\$ 17.45	\$ 14,797.60
Current															
Wages										\$ 341,498.08					
FICA										\$ 26,124.60					
PERS										\$ 77,178.57					
										\$ 444,801.25					
Proposed	Wages									\$ 377,665.28					
										\$ 28,891.39					
										\$ 85,352.35					
										\$ 451,909.03					
Difference										\$ (47,107.78)					

CO Current	Wages	\$ 377,665.28													
Proposed	wages	\$ 26,124.60													
	FICA	\$ 28,678.08													
	PERS	\$ 20,371.75													
		\$ 60,183.22													
		\$ 346,852.42													
		\$ 310,878.20													
Difference		\$ (35,974.22)													

As of January 24, 2019

FUND: 0001S SHERIFF  
DEPARTMENT: 70330 SHERIFF

(1) ACCOUNT	(2)	(3) 2016-17 ACTUAL	(4) 2017-18 ACTUAL	(5) 2018-19 APPROVED	(6) 2018-19 AMENDMENTS	(7) 2018-19 AMENDED	(8) PERIOD 6 ACTUAL	(9) PERIOD 6 % USED	(10) REMAINING BALANCE
<b>52 SERVICES &amp; SUPPLIES (CONTINUED)</b>									
524900	AMMUNITION/TACTICAL SUPP	13,600	12,999	13,100		13,100	0	.00%	13,100
525000	OVERHEAD			0		0	0		0
525119	LIABILITY SELF-FND INS	63,999	73,616	244,735		244,735	122,368	50.00%	122,368
526100	INVESTIGATIONS	1,929	1,915	2,000		2,000	1,005	50.25%	995
526300	HELICOPTER/AIRCRAFT EXP			0		0	0		0
526600	NARCOTIC INVESTIGATION			0		0	0		0
527380	NON EMPLOYEE TRAVEL			0		0	0		0
527500	TRAVEL- OUT OF COUNTY	15,839	16,251	17,000		17,000	9,631	56.65%	7,369
527502	TRAVEL--SP PROGRAM			0		0	0		0
527750	IN CNTY HOSTING			0		0	0		0
527802	ELECTRIC CHARGES	35,115	39,109	40,000		40,000	19,089	47.72%	20,911
527803	PROPANE/OTHR HEATING FUEL	10,691	9,807	11,000		11,000	1,997	18.15%	9,003
527807	WATER/SEWER CHARGES	2,612	2,806	2,800		2,800	1,301	46.46%	1,499
529500	COMPUTER			0		0	0		0
529851	COMPUTER HARDWARE/SUPPL	3,941	3,866	3,950		3,950	3,783	95.77%	167
<b>*52 SERVICES &amp; SUPPLIES</b>		<b>388,584</b>	<b>374,561</b>	<b>585,043</b>		<b>585,043</b>	<b>298,563</b>	<b>51.03%</b>	<b>286,480*</b>
<b>54 FIXED ASSETS</b>									
540412	SOFTWARE		23,000	0		0	0		0
542200	COMMUNICATION EQUIPMENT	11,253		0		0	0		0
544130	GENERATOR		46,368	0		0	0		0
548250	TRAILER			0		0	0		0
<b>*54 FIXED ASSETS</b>		<b>11,253</b>	<b>69,368</b>	<b>0</b>		<b>0</b>	<b>0</b>		<b>0*</b>
<b>*70330 EXPENDITURES</b>		<b>5,320,735</b>	<b>5,392,286</b>	<b>5,932,731</b>		<b>5,932,731</b>	<b>2,874,192</b>	<b>48.45%</b>	<b>3,058,539*</b>
<b>*70330 SHERIFF</b>	<b>EXPENDITURES</b>	<b>5,320,735</b>	<b>5,392,286</b>	<b>5,932,731</b>		<b>5,932,731</b>	<b>2,874,192</b>	<b>48.45%</b>	<b>3,058,539*</b>
	<b>LESS REVENUES</b>	<b>5,312,608</b>	<b>5,365,961</b>	<b>5,932,731</b>		<b>5,932,731</b>	<b>2,464,304</b>	<b>41.54%</b>	<b>3,468,427</b>
	<b>PRIOR YEAR FUND BALANCE</b>	<b>8,127</b>	<b>26,325</b>	<b>0</b>		<b>0</b>	<b>409,888</b>		<b>-409,888</b>

FUND: 2 PUBLIC PROTECTION  
ACTIVITY: 18 POLICE PROTECTIONFUND: 0001S SHERIFF  
DEPARTMENT: 70330 SHERIFF

(1) ACCOUNT	(2)	(3) 2016-17 ACTUAL	(4) 2017-18 ACTUAL	(5) 2018-19 APPROVED	(6) 2018-19 AMENDMENTS	(7) 2018-19 AMENDED	(8) PERIOD 6 ACTUAL	(9) PERIOD 6 % USED	(10) REMAINING BALANCE
*51 SALARIES & BENEFITS		4,920,898	4,948,356	5,347,688		5,347,688	2,575,629	48.16%	2,772,059*
<b>52 SERVICES &amp; SUPPLIES</b>									
520200	COMMUNICATIONS	3,175	3,169	3,176		3,176	1,323	41.66%	1,853
520201	PHONE - LAND LINE (S)	23,897	25,298	25,300		25,300	13,853	54.75%	11,447
520202	CELL PHONE SERVICE	562	124	200		200	50	25.00%	150
520203	INTERNET SERVICE	2,665	2,976	3,000		3,000	1,539	51.30%	1,461
520210	POSTAGE/SHIP, MAIL COST	1,613	1,264	1,700		1,700	266	15.65%	1,434
520218	SATELLITE PHONE SVC			0		0	0		0
520220	PAPER/PAPER SUPPLIES	1,300	966	1,300		1,300	0	.00%	1,300
520233	PRINTING SVC/CHRG'S	1,988	604	2,000		2,000	232	11.60%	1,768
520250	COPY MACHINE LEASE	7,035	6,777	7,540		7,540	3,132	41.54%	4,408
520290	POSTAGE MACHINE RENT/LEAS	663	663	672		672	331	49.26%	341
520407	REFUSE DISPOSAL	7,303	3,954	4,200		4,200	1,906	45.38%	2,294
520411	ANN SOFTWARE FEE/MAINT	4,723	4,800	5,000		5,000	2,903	58.06%	2,098
520500	INSURANCE	630	480	288		288	0	.00%	288
520900	EQUIPMENT MAINTENANCE	5,072	3,489	5,000		5,000	2,278	45.56%	2,722
520902	VEHICLE MAINTENANCE	29,741	30,741	31,000		31,000	29,302	94.52%	1,698
520912	COMMUNICATION EQUIP MAINT	296	217	1,000		1,000	0	.00%	1,000
521100	BADGES			0		0	0		0
521102	FUEL - VEHICLE	44,853	43,437	49,000		49,000	44,827	91.48%	4,173
521103	BATTERIES	347	492	500		500	403	80.60%	97
521107	PRE-EMPLOYMENT COSTS	7,370	6,872	7,000		7,000	2,599	37.13%	4,401
521231	COMPUTERS<1500.00			0		0	0		0
521240	TOOLS & EQUIPMENT	4,262		10,000		10,000	4,280	42.80%	5,720
521250	COMMUNICATION EQUIP	13,896		17,843		17,843	0	.00%	17,843
521260	CAMERA/CAMERA ACCESSORY			0		0	0		0
521300	MAINT. BUILDINGS & GROUND	4,813	4,210	5,000		5,000	320	6.40%	4,680
521600	MEMBERSHIPS/ANNUAL DUES	4,788	4,738	4,800		4,800	2,576	53.67%	2,224
521800	OFFICE EXP	3,970	3,525	4,000		4,000	2,746	68.65%	1,254
521900	PROFESSIONAL SVC	840		0		0	0		0
521903	SECURITY SYSTEM SVC	1,560	1,560	1,560		1,560	780	50.00%	780
523710	ANNUAL PUB/REF MANUALS	66	87	1,000		1,000	0	.00%	1,000
523800	EQUIP RENT/LEASE	636	646	656	6	662	662	100.00%	0
523804	RADIO EQUIP RENT/LEASE	13,980	9,591	13,981		13,981	7,730	55.29%	6,251
524312	CHAIRS/SEATING OFC FURN.		7,872	470	-6	464	0	.00%	464
524400	SPECIAL DEPARTMENT EXP	14,613	2,721	3,272		3,272	1,810	55.32%	1,462
524438	CORONER EXPENSES	31,508	39,906	37,000		37,000	12,072	32.63%	24,928
524451	TOWING EXPENSES			0		0	0		0
524870	TEST -EMPLOYEE MED/IMMUN	2,694	3,014	3,000		3,000	1,470	49.00%	1,531

ZION: 2 PUBLIC PROTECTION  
IVITY: 18 POLICE PROTECTIONFUND: 0001S SHERIFF  
DEPARTMENT: 70330 SHERIFF

(1) ACCOUNT	(2)	(3) 2016-17 ACTUAL	(4) 2017-18 ACTUAL	(5) 2018-19 APPROVED	(6) 2018-19 AMENDMENTS	(7) 2018-19 AMENDED	(8) PERIOD 6 ACTUAL	(9) PERIOD 6 % USED	(10) REMAINING BALANCE
<b>46 OTHER REVENUE</b> (CONTINUED)									
46070P	CONTRI OTHR AGENCY PRIOR		3,593	0		0	0		0
46082	SALE OF SURPLUS PROP	1,600	4,860	3,000		3,000	1,462	48.73%	1,538
46110	JUDGEMENTS & DAMAGES		800	0		0	0		0
46170	SHERF / RESERV CONTRACT	1,800	1,922	1,100		1,100	0	.00%	1,100
46239	DONATIONS		78	0		0	0		0
46251	REIMBURSEMENTS/REFUNDS	54,343	101,075	0		0	878		-878
46251P	REIMB/REFUNDS/PRIOR			0		0	0		0
<b>*46 OTHER REVENUE</b>		65,862	117,010	19,100		19,100	7,242	37.92%	11,858*
<b>48 TRANSFER</b>									
48000	TRANSFER	FROM 70331 237,902		488,818		488,818	0	.00%	488,818
48001	TRANSFER	FROM TITLE III 18,958	14,994	23,650		23,650	6,755	28.56%	16,895
48002	TRANSFER	FROM 70356 153,891	140,329	139,610		139,610	0	.00%	139,610
48003	TRANSFER			0		0	0		0
48004	TRANSFER	FROM 70329 95,207	106,968	100,058		100,058	61,144	61.11%	38,914
48005	TRANSFER			0		0	0		0
48211	CONTRI TRANS FR CO GEN	3,503,773	3,652,503	3,859,295		3,859,295	1,929,648	50.00%	1,929,648
48999	TRANSFER FROM STR SUPPS			0		0	0		0
<b>*48 TRANSFER</b>		4,009,731	3,914,794	4,611,431		4,611,431	1,997,547	43.32%	2,613,884*
<b>*70330 REVENUES</b>		5,312,608	5,365,961	5,932,731		5,932,731	2,464,304	41.54%	3,468,427*
<b>51 SALARIES &amp; BENEFITS</b>									
51000	REGULAR WAGES	2,490,599	2,514,098	2,752,405		2,752,405	1,205,987	43.82%	1,546,418
51020	OTHER WAGES	68,355	76,633	62,200		62,200	11,104	17.85%	51,096
51040	HOLIDAY PAY	45,110	42,620	45,000		45,000	22,953	51.01%	22,047
51060	OVERTIME PAY	120,046	108,479	98,906		98,906	76,403	77.25%	22,503
51070	UNEMPLOYMENT INSURANCE	12,883	14,758	6,645		6,645	3,323	50.01%	3,323
51080	RETIREMENT	779,527	841,138	918,692		918,692	635,921	69.22%	282,771
51081	OPEB LIABILITY	35,510	52,884	60,335		60,335	30,168	50.00%	30,168
51090	GROUP INSURANCE	661,663	572,863	735,397		735,397	287,970	39.16%	447,426
51100	FICA/MEDICARE OASDI	75,599	76,598	100,724		100,724	33,559	33.32%	67,165
51110	COMPENSATION INSURANCE	584,835	601,187	516,810		516,810	258,405	50.00%	258,405
51120	CELL PHONE ALLOW	17,180	17,610	18,240		18,240	8,820	48.36%	9,420
51125	CLOTHING ALLOWANCE	29,250	29,150	32,000		32,000	850	2.66%	31,150
51128	BILINGUAL ALLOWANCE			0		0	0		0
51150	LIFE INSURANCE	342	339	334		334	167	50.00%	167

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MID-YEAR BUDGET REPORT  
DEPARTMENT DETAIL

DATE: 01/14/2019 TIME: 13:03

DIVISION: 2 PUBLIC PROTECTION  
ACTIVITY: 18 POLICE PROTECTIONFUND: 0001S SHERIFF  
DEPARTMENT: 70330 SHERIFF

(1) ACCOUNT	(2)	(3) 2016-17 ACTUAL	(4) 2017-18 ACTUAL	(5) 2018-19 APPROVED	(6) 2018-19 AMENDMENTS	(7) 2018-19 AMENDED	(8) PERIOD 6 ACTUAL	(9) PERIOD 6 % USED	(10) REMAINING BALANCE
<b>40 TAX REVENUE</b>									
40061	SALES TAX 1/2% PUB SAFETY	997,699	1,072,410	1,040,000		1,040,000	284,405	27.35%	755,595
*40	TAX REVENUE	997,699	1,072,410	1,040,000		1,040,000	284,405	27.35%	755,595*
<b>41 LICENSES &amp; PERMITS</b>									
41040	OTHER LICENSES & PERMITS	28,681	25,551	29,000		29,000	11,166	38.50%	17,834
*41	LICENSES & PERMITS	28,681	25,551	29,000		29,000	11,166	38.50%	17,834*
<b>42 FINES &amp; PENALTIES</b>									
42041	OTHER FINES	34	105	100		100	0	.00%	100
*42	FINES & PENALTIES	34	105	100		100	0	.00%	100*
<b>43 USE OF MONEY &amp; PROPERTY</b>									
43010	INTEREST-INVESTED FUNDS			0		0	0		-0
*43	USE OF MONEY & PROPERTY			0		0	0		-0*
<b>44 STATE &amp; FEDERAL AID</b>									
44290	STATE-OTHER	4,020	4,053	41,000		41,000	0	.00%	41,000
44290P	STATE OTHER			0		0	0		0
44408	FEDERAL STIMULUS (ARRA)			0		0	0		0
44408P	FEDERAL STIMULUS			0		0	0		0
44500	FEDL-LAW ENFORCEMENT	33,000	43,240	38,000		38,000	38,000	100.00%	0
*44	STATE & FEDERAL AID	37,020	47,294	79,000		79,000	38,000	48.10%	41,000*
<b>45 CHARGES FOR SERVICES</b>									
45080	CIVIL PROCESS SERVICES	13,811	11,108	13,500		13,500	6,469	47.92%	7,031
45084	CIVIL FEES	3,694	2,644	3,600		3,600	528	14.67%	3,072
45120	LAW ENFORCMT-CITY-COUNTY	135,177	129,540	100,000		100,000	109,876	109.88%	-9,876
45121	FINGERPRINTING FEES	7,280	8,680	8,600		8,600	4,088	47.53%	4,512
45180	EDUC. SVCS. / POST	2,129	23,788	15,000		15,000	0	.00%	15,000
45186	FAIL TO APPR PC 853.7A	245	187	300		300	132	44.00%	168
45200	OTHR SVC OR SVC TO CRTS	5,250	7,033	7,000		7,000	2,200	31.43%	4,800
45421	TESTING FEES - PROB & SO	3,457	3,501	3,600		3,600	1,522	42.28%	2,078
45426	COPIES-REPORTS OR PLANS	2,538	2,317	2,500		2,500	1,129	45.16%	1,371
45426P	COPIES REPORTS OR PLANS			0		0	0		0
45511	COURT SERVICES			0		0	0		0
*45	CHARGES FOR SERVICES	173,580	188,798	154,100		154,100	125,945	81.73%	28,156*
<b>46 OTHER REVENUE</b>									
46070	CNTRB FR OTHR AGENCY	8,119	4,682	15,000		15,000	4,901	32.67%	10,099

.ION: 2 PUBLIC PROTECTION  
IVITY: 19 DETENTION & CORRECTIONFUND: 0001S SHERIFF  
DEPARTMENT: 70380 JAILS

(1) ACCOUNT	(2)	(3) 2016-17 ACTUAL	(4) 2017-18 ACTUAL	(5) 2018-19 APPROVED	(6) 2018-19 AMENDMENTS	(7) 2018-19 AMENDED	(8) PERIOD 6 ACTUAL	(9) PERIOD 6 % USED	(10) REMAINING BALANCE
<b>51 SALARIES &amp; BENEFITS (CONTINUED)</b>									
51125	CLOTHING ALLOWANCE	11,200	14,050	17,400		17,400	2,550	14.66%	14,850
51128	BILINGUAL ALLOWANCE	403	70	0		0	0		0
<b>*51 SALARIES &amp; BENEFITS</b>		<b>1,220,201</b>	<b>1,200,273</b>	<b>1,519,084</b>		<b>1,519,084</b>	<b>531,463</b>	<b>34.99%</b>	<b>987,621*</b>
<b>52 SERVICES &amp; SUPPLIES</b>									
520220	PAPER/PAPER SUPPLIES	758	800	700		700	0	.00%	700
520233	PRINTING SVC/CHRGS	118	558	600		600	355	59.17%	245
520250	COPY MACHINE LEASE	1,464	1,771	1,772		1,772	969	54.68%	803
520303	FOOD - INMATE	115,158	114,510	114,000		114,000	48,146	42.23%	65,854
520400	HOUSEHOLD EXPENSE	15,236	16,220	16,000		16,000	6,346	39.66%	9,654
520402	CLEANING SUPPLIES			0		0	0		0
520405	LAUNDRY/DRY CLEAN SVC			0		0	0		0
520406	PEST CONTROL	510	510	510		510	255	50.00%	255
520407	REFUSE DISPOSAL	7,233	6,340	7,232		7,232	2,971	41.08%	4,261
520700	CLOTHING & SUPPL INMATE	5,000	5,071	5,000		5,000	1,106	22.12%	3,894
520900	EQUIPMENT MAINTENANCE	2,453	1,480	7,000		7,000	1,706	24.37%	5,294
520940	SAFETY EQUIPMENT/EXPENSES			0		0	0		0
521102	FUEL - VEHICLE	4,223	5,072	5,000		5,000	2,808	56.16%	2,192
521300	MAINT. BUILDINGS & GROUND	5,293	12,911	4,000		4,000	437	10.93%	3,563
521500	MEDICAL SUPPLIES	1,820	4,736	1,800		1,800	1,110	61.67%	690
521504	PERSCRPTNS/PHARMACEUTICL	34,073	42,413	41,000		41,000	17,087	41.68%	23,913
521800	OFFICE EXP	875	2,091	2,000		2,000	649	32.45%	1,351
521900	PROFESSIONAL SVC	282,295	258,322	566,000	-24,000	542,000	218,562	40.33%	323,438
521903	SECURITY SYSTEM SVC	420	420	420		420	210	50.00%	210
521980	MEDICAL SERVICE - PROF SV	57,908	45,840	42,000	20,000	62,000	47,427	76.50%	14,573
524312	CHAIRS/SEATING OFC FURN.			0		0	0		0
524400	SPECIAL DEPARTMENT EXP	1,313	3,388	1,500	4,000	5,500	5,034	91.53%	466
525000	OVERHEAD			0		0	0		0
525119	LIABILITY SELF-FND INS	3,910	4,088	4,556		4,556	2,278	50.00%	2,278
527500	TRAVEL- OUT OF COUNTY	22,112	18,626	22,000		22,000	5,469	24.86%	16,531
527600	EXTRADITION EXPENSES			0		0	0		0
527802	ELECTRIC CHARGES	42,248	37,450	43,000		43,000	20,876	48.55%	22,124
527803	PROPANE/OTHR HEATING FUEL	15,582	11,967	13,000		13,000	4,100	31.54%	8,900
527804	HEATING FUEL/OIL	14,187	17,908	19,000		19,000	678	3.57%	18,322
527807	WATER/SEWER CHARGES	38,235	35,199	37,000		37,000	15,213	41.12%	21,787
529851	COMPUTER HARDWARE/SUPPL	138	186	300		300	278	92.67%	22
<b>*52 SERVICES &amp; SUPPLIES</b>		<b>672,562</b>	<b>647,876</b>	<b>955,390</b>		<b>955,390</b>	<b>404,070</b>	<b>42.29%</b>	<b>551,320*</b>

DIVISION: 2 PUBLIC PROTECTION  
ACTIVITY: 19 DETENTION & CORRECTIONFUND: 0001S SHERIFF  
DEPARTMENT: 70380 JAILS

(1) ACCOUNT	(2)	(3) 2016-17 ACTUAL	(4) 2017-18 ACTUAL	(5) 2018-19 APPROVED	(6) 2018-19 AMENDMENTS	(7) 2018-19 AMENDED	(8) PERIOD 6 ACTUAL	(9) PERIOD 6 % USED	(10) REMAINING BALANCE
<b>44 STATE &amp; FEDERAL AID</b>									
44281	STATE-STC JAIL TRAINING	13,441	13,512	10,535		10,535	4,829	45.84%	5,706
44334	SSI ADMIN.REPORTING	2,400	2,800	3,000		3,000	600	20.00%	2,400
*44	STATE & FEDERAL AID	15,841	16,312	13,535		13,535	5,429	40.11%	8,106*
<b>45 CHARGES FOR SERVICES</b>									
45043	INMATE MEDICAL	600	575	800		800	163	20.38%	637
45121	FINGERPRINTING FEES			0		0	0		0
45170	INSTITUTIONAL CARE			0		0	0		0
45170P	INSTITUTIONAL CARE			0		0	0		0
45351	BOOKING FEE	15,754	17,671	18,000		18,000	6,319	35.11%	11,681
45511	COURT SERVICES			0		0	0		0
*45	CHARGES FOR SERVICES	16,353	18,245	18,800		18,800	6,482	34.48%	12,318*
<b>46 OTHER REVENUE</b>									
46130	SHERF / WORK RELEASE	920	160	500		500	40	8.00%	460
46251	REIMBURSEMENTS/REFUNDS	9,674	12,647	8,300		8,300	11,848	142.75%	-3,548
*46	OTHER REVENUE	10,594	12,807	8,800		8,800	11,888	135.09%	-3,088*
<b>48 TRANSFER</b>									
48000	TRANSFER	TRANSFER FROM 70359- SLESF JAIL 3,528 3,202 2,444				2,444	0	.00%	2,444
48001	TRANSFER	TRANSFER FROM 20237 DNA PENALTY 10,864 7,333 6,000				6,000	0	.00%	6,000
48003	TRANSFER	TRANSFER FROM 70307 ALT SENT ADULT ED GRANT 1,000 0				0	0		0
48211	CONTRI TRANS FR CO GEN	1,914,730	2,007,422	2,424,895		2,424,895	1,212,448	50.00%	1,212,448
*48	TRANSFER	1,930,122	2,017,957	2,433,339		2,433,339	1,212,448	49.83%	1,220,892*
*70380	REVENUES	1,972,911	2,065,321	2,474,474		2,474,474	1,236,246	49.96%	1,238,228*
<b>51 SALARIES &amp; BENEFITS</b>									
51000	REGULAR WAGES	660,428	607,460	805,298		805,298	276,303	34.31%	528,995
51020	OTHER WAGES	48,647	61,370	30,000		30,000	43,972	146.57%	-13,972
51040	HOLIDAY PAY	21,516	18,589	20,000		20,000	7,830	39.15%	12,170
51060	OVERTIME PAY	36,531	56,735	30,000		30,000	24,170	80.57%	5,830
51070	UNEMPLOYMENT INSURANCE	7,255	8,911	4,357		4,357	2,179	50.01%	2,179
51080	RETIREMENT	126,838	132,682	185,793		185,793	24,057	12.95%	161,737
51081	OPEB LIABILITY	11,837	20,389	27,740		27,740	13,870	50.00%	13,870
51090	GROUP INSURANCE	130,360	115,130	242,005		242,005	67,029	27.70%	174,976
51100	FICA/MEDICARE OASDI	59,239	56,997	70,077		70,077	26,297	37.53%	43,779
51110	COMPENSATION INSURANCE	105,946	107,890	86,414		86,414	43,207	50.00%	43,207

DIVISION: 2 PUBLIC PROTECTION  
ACTIVITY: 19 DETENTION & CORRECTIONFUND: 0001S SHERIFF  
DEPARTMENT: 70380 JAILS

(1) ACCOUNT	(2)	(3) 2016-17 ACTUAL	(4) 2017-18 ACTUAL	(5) 2018-19 APPROVED	(6) 2018-19 AMENDMENTS	(7) 2018-19 AMENDED	(8) PERIOD 6 ACTUAL	(9) PERIOD 6 % USED	(10) REMAINING BALANCE
53 OTHER CHARGES									
530100	SUPPORT - CARE OF PERSONS			0		0	0	0	0
*53 OTHER CHARGES									
				0		0	0	0	0*
54 FIXED ASSETS									
542880	AIR CONDITIONER			0		0	0	0	0
*54 FIXED ASSETS									
*70380 EXPENDITURES									
*70380 JAILS									
EXPENDITURES		1,892,762	1,848,149	2,474,474		2,474,474	935,533	37.81%	1,538,941*
LESS REVENUES		1,892,762	1,848,149	2,474,474		2,474,474	935,533	37.81%	1,538,941*
PRIOR YEAR FUND BALANCE		1,972,911	2,065,321	2,474,474		2,474,474	1,236,246	49.96%	1,238,228
		-80,148	-217,173	0		0	-300,713		300,713

**PLUMAS COUNTY CLERK~RECORDER**

Recorder Division (530) 283-6218  
Elections Division (530) 283-6256



520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 Fax: (530) 283-6155

DATE: January 29, 2019

TO: Honorable Board of Supervisors, Plumas County

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: ProVote Solutions Printing Contract

*Kathy Williams*  
Kathy Williams

Clerk – Recorder

Registrar of Voters

[kathywilliams@countyofplumas.com](mailto:kathywilliams@countyofplumas.com)

*Julie Hagwood*  
Julie Hagwood

Assistant

[julichagwood@countyofplumas.com](mailto:julichagwood@countyofplumas.com)

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the contract between the County of Plumas and ProVote Solutions for certified ballot printing services, not to exceed \$100,000, beginning February 1, 2019 through December 31, 2020,
2. Authorize the County's Election Official to sign the contract and enter into the agreement.

**BACKGROUND AND DISCUSSION:**

On January 16, 2019, the Governor called a special election for March 26, 2019 to fill the vacancy of Senator Ted Gaines, who was recently elected to the Board of Equalization at the November 6, 2018 General Election.

This action forced the 11 counties in the 1<sup>st</sup> Senate District to prepare for this election with only 69 days notice.

If no candidate receives 50% plus 1 vote at this special election, we will have to conduct another special runoff election on June 4, 2019. These elections are countywide with 12,000+ voters.

In addition, we will also be conducting a special election on May 7<sup>th</sup> for the West Almanor Community Services District with 200+ voters.

The printing company that we have used for the past 25 years retired on December 31, 2018 and closed their doors leaving several counties without printing services.

There are only a few select printers that are certified by the California Secretary of State to print official ballots and election materials. ProVote Solutions is one of them and they have experience with ballot printing for smaller counties in California and come highly recommended. Their prices for printing are comparable to our former printer.

## **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 Clerk-Recorder Registrar of Voters (hereinafter referred to as "County"), and ProvoteSolutions, 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.
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 One Hundred Thousand Dollars (\$100,000). \*Excluding Postage.
3. **Term.** The term of this agreement shall be from February 1, 2019 through January 31, 2020, 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:

Clerk-Recorder Registrar of Voters  
County of Plumas  
520 Main Street, Room 102  
Quincy, CA 95971  
Attention: Kathy Williams

Contractor:

ProvoteSolutions  
90 West Poplar Avenue  
Porterville, CA. 93257  
Attention: Cris Highnote/ V.P. Sales

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. **NOTE: Only for contracts in excess of \$10,000.]**

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

**CONTRACTOR:**

ProvoteSolutions, a California Corporation

By: \_\_\_\_\_  
Name: Cris Highnote  
Title: Vice President Sales  
Date signed:

**COUNTY:**

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

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

By: \_\_\_\_\_  
Name: Cris Highnote  
Title: Vice President Sales  
Date signed: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gretchen Stuhr  
Deputy Plumas County Counsel

*[Note with respect to Contractor signatures: Individuals shall sign on their own behalf. A general partner must sign on behalf of any partnership.]*

*IMPORTANT: With respect to corporations, we need you to follow one of the following two procedures:*

*(1) Under Corporations Code Section 313, we need two signatures, one from each of these two categories:*

- A. Chairman of the Board, the President or any Vice President; and*
- B. The Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

*Unfortunately, President and VP are insufficient, as they are both from category 1. President and Secretary, though, would work, as would Vice President and CFO, as examples. Moreover, if one person holds offices in each of the two categories (e.g., "Joe Smith, VP and CFO"), then that person's single signature would suffice.*

*(2) An alternative procedure would be to obtain from Contractor a copy of the resolution from its Board of Directors that states who at the company has authority to sign for different types of transactions, and then verify that the person executing this Agreement has authority to do so. For a larger corporation, this is the more likely procedure, and any well-run corporation will have this document ready to give to you upon request.]*

## **EXHIBIT A**

### **Scope of Work**

To provide comprehensive ballot printing Vote-By-Mail (VBM); VBM outgoing and incoming envelopes; mailing services for VBM ballot packets, including addressing/printing envelopes, inserting ballots and voter information guides.

**EXHIBIT B**

## Fee Schedule

**PLUMAS COUNTY  
BALLOT PRINTING AND MAILING SERVICES  
PRICE PROPOSAL February 1, 2019 Thru January 31, 2020**

## ACCUVOTE

## **PRINTING**

8½ x 11	\$260.00	/M
8½ x 14	\$275.00	/M
8½ x 18	\$295.00	/M

## Inserting and Addressing

Database Setup	\$450.00	/per Order
Machine Setup	\$14.00	/per BT or Precinct
Run Charge		
1 Card +Pamphlet	\$355.00	/M

## **Voter Information Guide Pamphlet**

Print Black/Black, 8½ x 11, Fold in Half, 20# Bond or Equivalent

4 Page (2 Part)	\$128.30	/M
6 Page (3 Part)	\$164.00	/M
8 Page (4 Part)	\$195.70	/M
10 Page (5 Part)	\$230.70	/M
12 Page (6 Part)	\$264.60	/M
16 Page (8 Parts)*	\$352.80	/M
24 Page (12 Parts)*	\$ 529.20	/M

Measure Text Page Setup \$102.00 /pg

Candidate Page Setup \$102.00 /pg

Electronic Copy Input

1/4 Page Measure / Candidate	\$53.00 /ea
1/2 Page Measure / Candidate	\$48.00 /ea
Full Page Measure	\$43.00 /ea

**Postage for 2019 Estimated**

Outgoing Non Profit	.108 per piece
BRM Return	.65 per piece

**Envelopes**

**Outgoing 6 1/8 X 9 5/8 White 24#**

Single Window	14,000 \$176.75/M
	28,000 \$124.35/M
Double Window	14,000 \$220.35/M
	28,000 \$146.65/M

**Return 5 7/8 X 9 Blue 24#**

14,000 \$214.25/M
28,000 \$172.40/M

\* If Postal rates increase, the rate for postage pre-paid envelopes will increase accordingly

\* Pamphlets over 6 parts must be in increments of 8 pages/4 Parts

\* All freight charges will be pre-paid and added to county invoice

\* Postage is due on mailing date

## ORDINANCE NO. 19-\_\_\_\_\_

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING ARTICLE 6, OF CHAPTER 4 OF TITLE 2 OF THE PLUMAS COUNTY  
CODE RELATING TO THE COUNTY ADMINISTRATIVE OFFICE AND COUNTY  
ADMINISTRATOR.

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

**SECTION 1.** Article 6 of Chapter 4 of Title 2 of the Plumas County Code is amended in its entirety to read as follows:

**Article 6. County Administrative Office****Sec. 2-4.601. Establishment.**

A County Administrative Office is hereby established in order to provide effective centralized administration for the government of Plumas County under the direction of a County Administrator. Under the policy direction of the Board of Supervisors, the County Administrator shall direct and coordinate the administrative activities of all County offices, departments and agencies, both appointive and elective. The scope of authority of the office shall be prescribed from time to time by resolution of the Board of Supervisors.

The powers of the County Administrator shall be exercised so as not to conflict with the State statutory duties of any elected or appointed officials of the County; and, further, those officials shall retain a right to consult with the Board of Supervisors directly, and to appeal any decision by the County Administrator, on any issue of importance, subject to applicable procedural rules approved by the Board of Supervisors.

**Sec. 2-4.602. County Administrator.**

The position of County Administrator is created to carry out and enforce the policies of the Board of Supervisors. The qualifications, duties and responsibilities of the County Administrator shall be prescribed from time to time by resolution of the Board of Supervisors.

The County Administrator shall serve at the pleasure of the Board of Supervisors, and may be removed by majority vote at any regular meeting of four (4) or more members of the Board. Any decision to remove shall be sufficient without a showing of good cause or right to appeal. The incumbent shall not be removed without sixty (60) days' prior to written notice, except that the County Administrator shall not be given notice during the first one hundred twenty (120) days following any change in membership of the Board except upon a four-fifths vote of the Board. Without affecting the at-will status of the County

Administrator, the Board of Supervisors Chairperson shall arrange for a performance evaluation of the County Administrator on or near the anniversary of the date of hire, using a written format similar to that used for other appointed department heads.

**SECTION 2.** Section 1-8.04 of the Plumas County Code is amended to replace the term “County Administrative Officer” with the term “County Administrator.”

**SECTION 3.** Effective and Operative Dates; Publication; Codification.

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the *Feather River Bulletin*, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Section 2 of this ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 5<sup>th</sup> day of February 2019, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 19th<sup>st</sup> day of February 2019, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Chairperson, Board of Supervisors

ATTEST:

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Clerk of the  
Board of Supervisors



Plumas County Children and Families Commission

Meeting Date: 2-1-19  
Agenda Item: Consent

4D

**DATE:** 1-24-19

**TO:** The Honorable Board of Supervisors

**FROM:** Ellen Vieira

**RE:** First 5 Commission Membership of Brenda Lory

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**Item/Description/Recommendation:** Appoint Brenda Lory to a two-year term of membership on the First 5 Plumas County Children and Families Commission.

**History/Background:**

As the Board may recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. Proposition 10 increases the state surtax on cigarettes by \$0.50 per pack, and on other tobacco products. Plumas County receives \$350,000/year in funding opportunities. In accordance with Plumas County Ordinance No. 98-908, all nine memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors.

On January 9, 2019, the Commission voted to recommend to the Board, the appointment of Brenda Lory to a two-year term on the Commission. Brenda is a Plumas County resident and the mother of two young children. She is the coordinator of the Plumas County Child Care and Development Council and works in close collaboration with the Commission's child care quality initiative and will provide early childhood expertise to First 5 Plumas. Brenda has a BA in Social Science and an Associate's degree in Child Development. She is also providing support to the Commission's Impact Initiative and is an ASQ Trainer as well as a Parent Café facilitator.

The current First 5 Commission matrix is attached for review. Please contact me if there are any questions.

Thank you.

## First 5 Plumas County Children and Families Commission

### Membership Matrix (Revised 1-2-19)

Name	Member Designation	Geographic Area	Representation	Diverse Populations	Term Expires	Office Title	Office Expires
Brenda Lory-Pending	At-Large-ECE	County-wide	Child care and education	Special Needs Children			
Sup. Lori Simpson <sup>1</sup>	Board Of Supervisors	Quincy	LG-Government		5-2019		
Kendrah Fredricksen	At-Large	County-wide	Children in the court system	At-risk children	1-2020		
Colleen Kroll	At-Large	Quincy	Parents		5-2020	Vice-Chair	5-2019
Andrew Woodruff	County Health Dept. Director	County-wide	SF/LG-Social Services	Low income Children & Families	5-2020		
Rachelle Hines	At-Large	Quincy	Parents	Children with Sp. Needs and Disabilities	5-2019	Chair	5-2019
VACANT	Hold for ECE		Early Childhood Education				
Joanne Burgueno	At-Large	Quincy	Parents		5-2019	Treasurer	5-2019
VACANT	Hold for County Director		LG-Government				

<sup>1</sup>Members mandated by Proposition 10 Legislation

**H: Healthy Children**  
**ECE: Early Childhood Education**  
**LG: Local Government**  
**SF: Strong Families**

**Note: Commissioners serve two-year terms and may be appointed to unlimited subsequent terms**