

BOARD OF SUPERVISORS

Vacant, 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, Vice Chair 3rd District
Lori Simpson, 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF APRIL 21, 2020 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

9:00 A.M. COMMUNITY DEVELOPMENT COMMISSION

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

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which may limit the number of people that may enter. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it live online.

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. PUBLIC HEALTH AGENCY

Report and update on COVID-19; receive report and discussion

2. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (41st Annual Chester 4th of July Run & Walk, July 4, 2020 at 8:30 a.m., Chester, CA) [View Item](#)

B) AGRICULTURE/WEIGHTS & MEASURES

Approve and authorize the Chair to sign agreement, not to exceed \$29,978, between County of Plumas and California Department of Food and Agriculture, for noxious weed control; approved as to form by County Counsel [View Item](#)

C) COUNTY COUNSEL

Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and Municipal Resource Group, Inc., for employment investigations; approved as to form by County Counsel [View Item](#)

D) BUILDING

- 1) Approve and authorize the Chair to sign agreement between County of Plumas and Brian T. Phillips dba Pit Row Dismantlers, costs to be covered with Abandoned Vehicle Abatement fees; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and Joshua's Ironworks, Inc. dba Ron's tow Service, for services to remove and abate vehicles; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and Brian T. Phillips, Inc. dba Lake Almanor Towing, for services to remove and abate vehicles; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and David Humphrey dba Crescent Tow and Repair, for services to remove and abate vehicles; approved as to form by County Counsel [View Item](#)
- 5) Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and Quincy Tow Service & Repair, for services to remove and abate vehicles; approved as to form by County Counsel [View Item](#)

E) PUBLIC WORKS

Approve Plans and Specifications for Plumas County Fuel Depot at Quincy yard; project approved and funded by the Plumas County Transportation Commission [View Item](#)

F) PUBLIC HEALTH AGENCY

- 1) Approve submission of a Grant Application to the County Medical Services Program (CMSP) Governing Board for the COVID-19 Emergency Response Grant (CERG), and authorize the Director of Public Health Agency to sign the Application [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$18,000, between County of Plumas and Fiscal Experts, Inc., to provide Time Study Buddy software for the Medi-Cal Administrative Program [View Item](#)

3. DEPARTMENTAL MATTERS

A) PLANNING – Tracey Ferguson

Discuss Board of Supervisors Resolution No. 2020-8459 addressing potential amendments to resolution (Exhibit C, Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses [Resolution No. 76-2914]) regarding uses determined to be compatible within agricultural preserves; discussion for future action [View Item](#)

4. BOARD OF SUPERVISORS

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, May 5, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

BOARD OF SUPERVISORS

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



April 21, 2020

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

Attention: Permits Engineer

Subject: Encroachment Permit Request

ALMANOR RECREATION & PARKS DISTRICT

41ST Annual Chester 4th of July Run & Walk, July 4, 2020 at 8:30 a.m.,
Chester, CA

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

Shane Bergmann
Almanor Recreation & Parks District
PO Box 325
Chester, CA 96020

April 2, 2020

Mrs. Sherrie Thrall
County Board of Supervisors
520 Main Street Room 309
Quincy, CA 95971

Dear Mrs. Thrall,

Almanor Recreation and Parks District is holding the 41st annual Chester 4th of July Run & Walk on the morning of July 4, 2020 at 8:30am. The new course uses Stover Road and will be closed to traffic.

Let me know if the board approves this so that I can apply for the county permit.

Thank you for your support.

Sincerely,



Shane Bergmann

Race Director, Chester 4th of July Run & Walk



Tim W. Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Plumas-Sierra Counties

Department of Agriculture



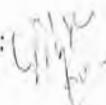
JB

Agriculture Commissioner Sealer of Weights and Measures

208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

Date: April 9, 2020

To: Honorable Board of Supervisors

From:  Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures

Re: CDFA Agreement #19-1024-000-SG

Recommendation: Approve and authorize the Chair to sign Agreement #19-1024-000-SG between California Department of Food and Agriculture (CDFA) and Plumas County.

Background and Discussion: This agreement between CDFA and Plumas County is in the amount of \$29,978.05 which will begin on May 1, 2020 and continues through December 31, 2020. This agreement is for on the ground field work to control and eradicate non-native invasive weeds designated as noxious by the State of California. Areas that need control are found on both public and private land, including roadside and Right-of-Ways in Plumas and Sierra Counties. Approved as to form by County Counsel.



Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Human Resources/County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, 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 Ten Thousand Dollars (\$10,000.00).
3. Term. The term of this Agreement commences April 2, 2020 and shall remain in effect through April 1, 2021, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Municipal Resource Group, LLC from April 2, 2020 to date of approval of this agreement by the Board of Supervisors.
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.

COUNTY INITIALS

CONTRACTOR INITIALS 

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. 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. Contractor shall have no obligation to defend or indemnify County Parties from a claim by one or more of the complainants whose claims are the subject of the investigation for which Contractor is being retained to investigate.
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. 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.

COUNTY INITIALS

CONTRACTOR INITIALS *ME*

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:

County Counsel's Office
520 Main Street, Room 301
Quincy, CA 95971
Attention: R. Craig Settemire, County Counsel

Contractor:

Mary Egan
Managing Partner
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693

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.

[Signatures on Following Page]

 COUNTY INITIALS

CONTRACTOR INITIALS ME

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

CONTRACTOR:

Municipal Resource Group, LLC

By: Mary Egan
Name: Mary Egan
Title: Managing Partner
Date signed: 4/10/20

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Nancy DaForno
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Plumas County Counsel

By: Gretchen Stuhr 4/10/2020
Gretchen Stuhr
Deputy County Counsel

_____ COUNTY INITIALS

EXHIBIT A

Scope of Work

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of a Plumas County employee.

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

EXHIBIT B

Fee Schedule

The County agrees to pay Contractor at the rate of \$250.00 per hour for work done in this matter. It is estimated that this matter will require at least one in-person interview and a not-to-exceed of 40 hours, which includes travel time. Contractor will bill for reasonable travel time from Mr. Deltorchio's Benicia location. When appropriate, Contractor uses a research assistant at \$90.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee, up to \$750 in expenses. The expenses commonly included are document production costs, travel (estimating one to two nights lodging, tolls, parking and/or meal per diem or actual cost) and mileage reimbursement at the current IRS rate (\$0.575 per mile in 2020). All expenses will be charged at Contractor's cost.

_____ COUNTY INITIALS

CONTRACTOR INITIALS ME

201

PLUMAS COUNTY SERVICE
AUTHORITY FOR THE ABATEMENT
OF ABANDONED VEHICLES

DISMANTLING

SERVICE
AGREEMENT
AND
CONTRACT

168

This agreement and contract made and entered into this 1 day of April, 2020, by and between the County of Plumas, a political subdivision of the State of California ("County") and [CONTRACTOR] Brian T. Phillips, a sole proprietor, dba Pit Row Dismantlers.

This agreement is made with reference to the following facts and purposes:

Whereas, the County wishes to secure the services of Operator for its abatement program; and

Whereas, the County desires to contract with CONTRACTOR to provide these services: Vehicle dismantling.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, AND THE FOLLOWING MUTUAL PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

PLUMAS COUNTY

VEHICLE DISMANTLER SERVICE AGREEMENT AND CONTRACT

1. This Vehicle Dismantler Service Agreement and Contract contains rules and regulations that a company agrees to comply with in order to participate in the County of Plumas. Participation in the Abandoned Vehicles Program is voluntary. Compliance with all of the terms and conditions of the Agreement and Contract is mandatory for participating dismantling companies. An operator, by contracting to participate in the program, establishes a contractual relationship with the County to provide services as an independent contractor and is not acting as an officer, agent or employee of the County, the County of Plumas or the City of Portola when performing services under the Contract.

2. TERM

This agreement is effective April 1, 2020, and shall continue in effect until March 31, 2021, unless terminated earlier as provided herein. The governing board of the County hereby approves and ratifies this agreement as of the effective date of _____, 20____, and hereby approves for payment the services shown in the attached Exhibit "A"

3. SERVICE DISTRICTS

- A. The County shall establish service districts for dismantlers reasonably compatible with the geographical area tow districts established for tow service operators participating in the Abandoned Vehicle Abatement program. The County shall determine the dismantler to be utilized by each tow district based upon the alignment of dismantler service districts and tow service districts, as well as enrollment periods, reasonable rates, and any applicable addendum.
- B. Exceptions to compliance with the Contract shall not be authorized by verbal agreement. Any exception shall be documented as an addendum to the Contract and shall require County approval prior to implementation.
- C. A dismantler shall have a business office and maintain a storage facility within the service district.

- D. Within each dismantler service district, tow districts will be allocated to approximate a relatively even distribution of vehicles for disposal to each dismantler.
 - 1. The County shall only direct disposal of large commercial vehicles, oversize vehicles, recreational vehicles and similar large vehicles to operators having the means to dispose of such vehicles who have indicated an interest in disposing of them.
- E. Nothing in the Contract shall prohibit a County agent from directing a specific vehicle to a specific dismantler when, in their opinion, the necessary dismantling services are not available from the dismantler assigned to the respective tow district.

4. DISMANTLING OPERATORS

- A. Operators applying for a dismantler listing shall hold all licensing and authorizations to conduct business as a vehicle dismantler as required pursuant to Division 5. Occupational Licensing and Business Regulations, Sections 11500-11541, of the Vehicle Code and any other applicable Vehicle Code sections.
- C. Ownership status of the dismantling business will be confirmed by the County prior to final approval of the Contract.
- D. An operator's place of business shall have a sign that clearly identifies it to the public as a dismantling service. The sign shall have letters that are clearly visible to the public from the street.
- E. Business hours shall be posted in plain view to the public. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted with the reason for any closure during normal business hours and shall have a phone number where a request will result in a reasonable response to release property. The response time during normal business hours shall not exceed ninety (90) minutes.

For the purpose of the Contract, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Presidents' Day, Martin Luther King Day, Labor Day, Columbus Day, Memorial Day, Independence Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

5. BUSINESS RECORDS

- A. The operator shall maintain records of all dismantler services furnished the County. The records will be maintained at the operator's primary place of business.
- B. At the operator primary office, they shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities local operating authorities, lien sale actions, and non-County dismantling.
- C. The County may inspect all operator records without notice during normal business hours. Plumas County or City of Portola audit authorities or private auditors or audit firms employed by the

County, County or City, may inspect operator records without notice during normal business hours in the furtherance of required annual audits of the County.

- A. Operators shall permit the County and its authorized agents to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. A receipt will be provided the operator for any (original) record removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of three (3) years plus the current term of any active service agreement and contract.
- F. Failure of the operator to comply with the inspection requirements shall be cause for suspension.

6. INVOICES AND BILLING

- A. Invoices shall be prepared for all services provided at the request of the County. Invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.
- B. Separate invoices shall be made for each vehicle dismantled under County direction, except where multiple vehicles are removed from a single address, a single parcel, or adjoining parcels under common ownership and the vehicles have common ownership.
- C. At least one (1) copy of each County service invoice shall be retained in the operator's business records. Two (2) copies of each such invoice shall be submitted to the County for billing for each service.

7. FINANCIAL INTEREST

- A. No dismantler operator or applicant shall be directly involved in the dismantling related business of any other operator providing services to the County within Plumas County or the City of Portola unless each operator has independently executed an application, service agreement and contract to provide services to the County.
- B. The sale or transfer of the controlling interest in a company shall immediately terminate the Service Agreement and Contract. A new owner may apply and enter into a Service Agreement and Contract to provide abandoned vehicle dismantling services to the County at any time.
- C. A terminated or suspended operator, and/or the dismantling business owner at the time of suspension or termination, shall not be eligible for any County business for the duration of the suspension or termination. This provision applies to the operator working in any capacity within any dismantling business or operating any dismantling business, and to the dismantling business, even if operated under new ownership.

8. RESPONSE TO SERVICE NEEDS

- A. The operator shall be available to accept vehicles between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays, and on weekends when provided twenty four (24) prior notice by the County. The operator shall advise the County, in advance, of any time they will be unavailable, as specified, to accept a vehicle. The operator shall not refer any vehicles to other dismantlers.

A failure to accept a vehicle for dismantling at County direction shall constitute failure to comply with the terms and conditions of this Service Agreement and Contract.

9. STORAGE FACILITY

- A. Operators shall maintain a place of secure storage, as further specified herein, for the storage of removed vehicles awaiting dismantling which has been delayed pursuant to legal intervention. Where such storage is at County direction a reasonable rate for such storage may be billed to the County.
- B. The operator shall be responsible for the security of removed vehicles, and any property contained therein, until lawful disposal. At a minimum, a fenced or enclosed secured area shall be provided for storage. The operator is responsible for the reasonable care, custody, control and disposal, as provided by law, of any property contained in dismantled vehicles.
 1. The operator shall maintain records of all such personal property disposal as required by law.
 2. The operator shall release personal property from a vehicle removed at County direction at the request of the vehicle's registered owner or agent during normal business hours. Property releases at other times shall be at the discretion of the operator and may be subject to after-hours release fees charged to the vehicle owner or his agent obtaining the property after hours.
 3. Personal property is considered to be items which are not affixed to, or a part of, the vehicle.
- C. The primary storage facility shall normally be at the same location as the business address. Personal property shall be released at the primary storage facility or place of business upon request of the vehicle owner or a person having a legal entitlement to the property.
 1. Prior to the utilization of new storage facilities that were not listed on the application for a County listing, the operator shall furnish the address to the County and obtain County approval prior to use of the new facility for County storage.
 2. The release of vehicles removed under direction of the County, prior to dismantling, shall be pursuant only to County written authorization or the order, properly served, of a competent court.

10. RATES

- A. Fees charged for services provided the County shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or

private person. The reasonableness of the fees charged will be determined in the following manner:

1. The Operator shall submit retail rates to the County for services originating during normal business hours and for services, such as property releases, originating after business hours. The County shall determine the validity and reasonableness of the submitted rates.
 - a. Validity will be based upon factors such as: telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate exceeding the lesser of an operator's usual customary retail rate quoted over the phone or posted in the company office will be considered invalid and will not be accepted.
 - b. Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive shall be allowed to re-submit rates only once.
2. The charge for after-hours release shall be no more than one and one-half times the hourly rate, and shall only be allowed on weekends, holidays, and outside normal business hours.
3. Fees for Special Operations
 - a. For County directed dismantling of unique or problematic vehicles requiring uncommon disposal methods. the operator shall, at the direction of the County, submit fee proposals for such vehicle dismantling and any special processing requirements. Fees shall be reasonable, reflective of actual costs of the service and consistent with fees imposed by other operators for similar operations within the industry.
 - b. The County shall determine the reasonableness of the fee proposals based on the aggregate of information submitted and cost reports for similar services available for comparison.
 - c. If an operator performs a requested service for which a required rate was not submitted and approved by the County, the operator shall only be entitled to charge for the actual cost of that service plus 10 percent.
- B. Rate requirements represent the maximum an operator may charge for a County response. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.
- C. No operator or employee shall refer to any rate as required or set by the County.

D. Payments For Vehicles

2. During any periods where the operator is paying the public for vehicles for salvage, payments for vehicles delivered for disposal at County direction shall be made directly to the County. Said payments shall be accompanied by invoices showing the payment. Such invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine

number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.

3. Each payment received by the County shall be credited against the cost of abating the involved vehicle and deposited in the County revenue account.
 - a. Where appeal or other process relieves the vehicle or property owner of responsibility for the cost of said abatement, the County shall issue payment received to the vehicle's owner.
- E. The schedule of all rates and fees deemed reasonable and approved by the County shall be included as an addendum to, and be a part of, this Agreement and Contract

11. COLLUSION

- A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other dismantler, tow operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the County.
- B. A finding by the County that any operator or applicant has been involved in collusion shall be cause for denial of an application or immediate termination of the operator's Agreement and Contract. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation in any County Agreement and Contract for the current term, plus four years.

12. INSURANCE

- A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:
 1. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 2. Garage Keeper's Liability - Coverage for vehicles and property in the care, custody, and control of the operator with a combined limit of not less than \$100,000.
 4. Worker's Compensation - Shall meet all applicable requirements of the laws of the State of California.
 5. Liability insurance policies shall contain provisions specifying that:
 - a. The County, the County of Plumas, and the City of Portola shall be designated as additional insured as regards operations of the named insured under this Agreement and Contract; and
 - b. Any insurance maintained by the County, the County of Plumas and the City of Portola shall apply in excess of, and not contribute with, insurance provided pursuant to this Agreement

and Contract; and

- c. The insurer agrees to waive all rights of subrogation against the County, the County of Plumas and the City of Portola, their officers and employees for losses arising from work performed by the named insured for the County.
- B. Proof of insurance shall be in the form of a certificate(s) of insurance. Certificates must be provided to the County prior to the effective date of this Agreement and Contract: If requested by County in writing, the Operator shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. 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
- C. The operator's insurance policy shall provide for not less than 30 days written notice to the County in the event the insurance policy is canceled, limited, is due to expire or is non-renewed.
- D. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement and Contract shall be cause for immediate termination of said Agreement and Contract.
- E. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

13. DEMEANOR AND CONDUCT

- A. While involved in County dismantler operations or related business, the dismantler operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following.
 - 1. Rude or discourteous behavior.
 - 2. Lack of service, selective service, or refusal to provide service which the operator is/should be capable of performing.
 - 3. Exhibiting any objective symptoms of alcohol and/or drug use.
 - 4. All County dismantler complaints received by the County against a dismantler or dismantler's employees will be accepted and investigated in a fair and impartial manner. The operator will be notified of the results of any investigation.
 - a. Should a complaint involve any potential criminal charges, the County will refer the issue and investigation to the law enforcement agency having primary jurisdiction over the potential criminal matter and provide all reasonable support and cooperation to the investigating agency during the investigation and any prosecution which may subsequently occur.

14. COMPLIANCE WITH LAW

- A. The dismantler and employees shall, at all times, comply with federal, state and local laws and ordinances.
 - 1. Any violation of law resulting in disciplinary action against an operator or employee by the Department of Motor Vehicles may be cause for suspension or termination, at the discretion of the County, of the operator's Agreement and Contract.
 - 2. The provisions contained in Section 13, Demeanor and Conduct do not preclude the County from initiating appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law will be referred to the law enforcement agency with primary jurisdiction.
 - 3. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the dismantling business, stolen or embezzled property, a crime of violence, a drug-related offense, or moral turpitude while involved in County business shall be cause for immediate removal of the dismantler as an authorized County dismantler, denial of operator application, or immediate termination of the Agreement and Contract.
 - a. An operator or employee arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.
 - b. Where the crime involves only an employee, action against the dismantler will be effective for the duration of the convicted employee's employment.

15. COMPLIANCE WITH THE AGREEMENT AND CONTRACT

- A. The operator agrees, as a condition of inclusion on the list of County dismantling providers, to comply with all terms and conditions of the Agreement and Contract. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions may be cause for suspension, or termination from the County provider list.
- B. Alleged violations of the Agreement and Contract will be investigated by the Plumas County Code Enforcement Office. The operator will be notified of the findings within 30 calendar days of the conclusion of the investigation.

16. DISCIPLINARY ACTION

- A. The County shall take disciplinary action against operators for violations investigated and confirmed or sustained. Unless otherwise noted, the County shall determine the period of suspension. The County shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement and Contract.
- 2. Records of confirmed or sustained violations shall be retained by the County for at least 36 months.

3. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension or immediate termination of the Agreement and Contract. Any suspension will remain in effect until the period of suspension designated by the County is completed. A mandatory condition of reinstatement of any operator suspended or terminated for this violation shall be proof, presented to the County, of reimbursement to the aggrieved customer(s).
3. County personnel shall not be offered gratuities and requests for gratuities shall not be honored by tow company operators, employees, or associates of the company. A violation of this section shall be cause for immediate suspension or termination.
4. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.
5. Failure of the operator or employee to comply with Section 13, Demeanor and Conduct, and/or Section 14, Compliance with Law, may be cause for suspension if deemed appropriate by the County.

17. TERMS OF DISCIPLINARY ACTION

- A. Except as specifically stated in the Agreement and Contract, minor violations of the terms and conditions of the Agreement and Contract may be cause for disciplinary action in the following manner:
 1. First violation within a 12 month period - written notice of violation
 2. Second violation within a 12 month period - 1 to 30 day suspension
 3. Third violation within a 12 month period - 30 to 90 day suspension.
 4. Fourth violation within a 12 month period - termination of the Agreement and Contract.
- B. Violations of the terms and conditions of the Agreement and Contract that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.
 1. When considering punitive action for a major violation of the Agreement and Contract, the County may take into consideration all major and minor violations that occurred within 36 months prior to the date of the current violation.
- C. Termination shall be invoked at any time the County determines that continued participation in the Abatement Program by the affected dismantler may result in a hazard to public safety and/or welfare, or the operator has been convicted of an offense set forth in section 14-A-3.
- D. Nothing herein shall be deemed to prohibit the County from immediately suspending any operator or

employee whose conduct in the opinion of the County, is deemed to be a danger to the public or who has engaged in conduct constituting a flagrant violation of the Agreement and Contract.

18. APPEAL AND HEARING

- A. In the event the County notifies the operator of disciplinary action, the operator may appeal by requesting a hearing within seven (7) calendar days of such notice by submitting a written request to the County. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the County Board of Directors, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position. The operator shall be further entitled to present testimony of at least one qualified person. The operator shall be notified in writing of the Board's decision(s) within ten (10) business days of the date of completion of the hearing.
 - I. A disciplinary action shall not take effect until the appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the public or who continue to violate the terms and conditions of this Agreement and Contract. If an operator fails to request a hearing within the specified time or fails to appear at a scheduled hearing, the action initiated by the County shall be final and the disciplinary action shall take effect upon written notification to the operator.

19. AGREEMENT AND CONTRACT REVIEW

- A. The purpose of this section is to provide a process for a review of the terms and conditions of the Agreement and Contract in the event that there is a legitimate and substantial change in conditions or law affecting the majority of the operators having executed such Agreement and Contract with the County.
- B. Requests for review may be initiated by operators, shall be submitted in writing, and shall set forth the factual circumstances, law, or conditions upon which the request is based. Requests for Review shall be evaluated by the County staff and/or legal counsel. If cause is determined to exist, recommendations for modification of current and future Agreement and Contracts will be presented to the Board of Directors for review, approval and implementation.
 1. Subsequent to any modifications of the Agreement and Contract approved by the Board, addendums will be distributed to affected operators effectively altering the terms of such Agreement and Contracts.
 2. An operator may elect to decline the alteration of their Agreement and Contract by this process, in which case such Agreement and Contract shall immediately be terminated.
 4. Alterations resulting from a review shall be applicable only to operators affected by the factual circumstances, law, or conditions which necessitate the alteration.
 5. A review, when granted, will not automatically authorize a change in the terms and conditions of

the Agreement and Contract.

20. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the County, the County of Plumas or the City of Portola.

21. TERMINATION

This Agreement and Contract may be terminated immediately and without cause by either party by giving written notice to the other party.

22. MISCELLANEOUS PROVISIONS

- A. Assignment. The rights and duties established by this Agreement and Contract are not assignable by either party, in whole or in part, without the prior written consent of the other party.
- B. Alteration. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- C. Controlling Law. This Agreement and Contract shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
- D. Notices. Any notice required or permitted by this Agreement and Contract shall be given by United States Mail, postage prepaid, to the following addresses, unless a party gives notice of a new address:

County:

Planning & Building Services
Attn: Code Enforcement Officer
555 Main Street
Quincy, CA 95971

Operator:

Brian Phillips, a sole proprietor
dba Pit Row Dismantlers
P.O. Box 1237
Susanville, CA 96130

- E. Entire Agreement. This Agreement and Contract constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement and Contract.
- F. Severability. If any provisions of this Agreement and Contract are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement and Contract or render it meaningless, the Agreement and Contract shall be deemed canceled.

G. Independent Contractor. Operator is an independent contractor and no employment relationship between Operator and County is created by this Agreement and Contract. This Agreement and Contract is not an agency agreement, and Operator is not the agent of Services Authority for any purpose whatsoever. Operator is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. No employee or independent contractor of Operator shall become an employee or agent of County by virtue of this Agreement and Contract or the services performed hereunder.

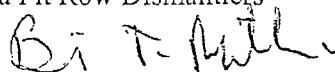
H. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), the County, County of Plumas, and City of Portola shall not be liable for, and Operator shall defend and indemnify County, County of Plumas, and City of Portola, and their respective officers, agents, employees, and volunteers (collectively "Authority 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 Operator 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 Authority Parties. Operator shall have no obligation, however, to defend or indemnify Authority 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 Authority Parties.

23. OPERATOR APPROVAL

I certify that all employees operating under this County Agreement and Contract are qualified and competent. I further certify that I have read and understand this Agreement and Contract and agree to abide by all the provisions.

Contractor:

Brian T. Phillips, a sole Proprietor
dba Pit Row Dismantlers



Name: Brian T. Phillips
Title: Owner
Date:

Business Address: 474-150 Commercial Road
P.O. Box 1327, Susanville, CA 96130

Phone Number: (530) 257-8640

24. AUTHORIZED SIGNATURES

Kevin Goss
Chair, Board of Supervisors

Date

CONTRACTOR

Brian T. Miller

Date: _____

Approved as to form by County Counsel:

4/3/2020
Deputy County Counsel

Exhibit "A"

Dismantling and disposing of motorhomes, RV's, trailers, and boats	\$22 per foot
Vessels, RV's, trailers, boats full of garbage, rubbish, trash, or solid waste will require dumpster rental	\$650.00 each
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

202

Agreement for Vehicle Abatement Services

This Agreement is made and entered this 1 day of April, 2020, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and Joshua's Ironworks Inc., a California Corporation, dba Ron's Tow Service (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 ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from April 1, 2020 through March 31, 2021, 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 agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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.

8.1 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
- c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
- d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.



- e. 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.
- f. 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.
- g. Workers Compensation insurance in accordance with California state law.

_____ COUNTY INITIALS

CONTRACTOR INITIALS 

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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County, County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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.

COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS 

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:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Charles White (Building Services Director)

Contractor:

Joshua's Ironworks Inc., a California Corporation,
dba Ron's Tow Service
197 W Sierra Ave
P.O. Box 1103
Portola, CA 96122
Attention: Ernest L. Jones or Rebecca Lee Jones

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.

_____ COUNTY INITIALS

- 5 -

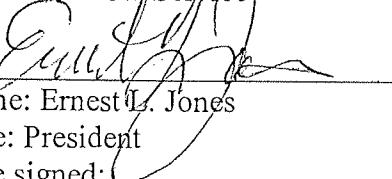
CONTRACTOR INITIALS 

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. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, 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, County or to the State Auditor upon the request of either the State Auditor or the County or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Joshua's Ironworks Inc.,
a California Corporation,
dba Ron's Tow Service

By: 
Name: Ernest L. Jones
Title: President
Date signed:

By:
Name: Rebecca Lee Jones
Title: Secretary
Date signed:

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST

By: _____
Name: Nancy DaForno
Title: Clerk of the Board of Supervisors

APPROVED AS TO FORM:


3/26/2020
Gretchen Stuhr
Deputy County Counsel

COUNTY INITIALS

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 832-4868, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

_____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS 

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

COUNTY INITIALS

- 10 -

CONTRACTOR INITIALS



(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieved by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

_____ COUNTY INITIALS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

- 1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.
- 2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

_____ COUNTY INITIALS

- 12 -

CONTRACTOR INITIALS 

9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the County, County of Plumas, or City of Portola without the prior written consent of the County, County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County, County of Plumas, City of Portola or Contractor.

_____ COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck)	\$750 hour
Vehicle Storage (vehicles over \$300 value).....	\$65.00 per day
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility, an additional towing fee will not be paid from the towing facility to the dismantling facility.

COUNTY INITIALS

- 14 -

CONTRACTOR INITIALS



2D3

Agreement for Vehicle Abatement Services

This Agreement is made and entered this 1 day of April, 2020, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and Brian T. Phillips, a sole proprietor, dba Lake Almanor Towing (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 ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from April 1, 2020 through March 31, 2021, 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 agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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.

_____ COUNTY INITIALS

1

CONTRACTOR INITIALS BP

EDF

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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
 - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
 - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

- e. 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.
- f. 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.
- g. Workers Compensation insurance in accordance with California state law.

COUNTY INITIALS

CONTRACTOR INITIALS BB

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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County, County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Charles White (Building Services Director)

Contractor:

Brian T. Phillips, a sole proprietor
dba Lake Almanor Towing
P.O. Box 1327
Susanville, CA 96130

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.

 COUNTY INITIALS

5

CONTRACTOR INITIALS BP

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. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, 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, County or to the State Auditor upon the request of either the State Auditor or the County or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Brian T. Phillips, a sole proprietor
dba Lake Almanor Towing

By: Brian T. Phillips
Name: Brian Phillips
Title: Sole Owner
Date signed:

By: _____
Name:
Title:
Date signed:

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST

By: _____
Name: Nancy DaForno
Title: Clerk of the Board of Supervisors

APPROVED AS TO FORM:

 3/26/2020
Gretchen Stuhr
Deputy County Counsel

_____ COUNTY INITIALS

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 257-8640, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

_____ COUNTY INITIALS

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report).

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3:** CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE:** CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieved by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

9. TOW TRUCKS – REQUIRED INSPECTIONS

- A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.
- B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the County, County of Plumas, or City of Portola without the prior written consent of the County, County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County, County of Plumas, City of Portola or Contractor.

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck)	\$750 hour
Vehicle Storage (vehicles over \$300 value).....	\$65.00 per day
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility, an additional towing fee will not be paid from the towing facility to the dismantling facility.

2D4

Agreement for Vehicle Abatement Services

This Agreement is made and entered this 1 day of April 1, 2020, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and David Humphrey, an individual dba Crescent Tow and Repair (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 ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from April 1, 2020 through March 31, 2021, 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 agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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.

COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS *DH*

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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
- c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
- d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

COUNTY INITIALS

CONTRACTOR INITIALS 

- e. 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.
- f. 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.
- g. Workers Compensation insurance in accordance with California state law.

COUNTY INITIALS

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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County, County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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.

COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS 

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:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Charles White (Building Services Director)

Contractor:

David Humphrey, an individual
dba Crescent Tow and Repair
15803 Highway 89
Crescent Mills, CA 95934

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.

_____ COUNTY INITIALS

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. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, 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, County or to the State Auditor upon the request of either the State Auditor or the County or the County.

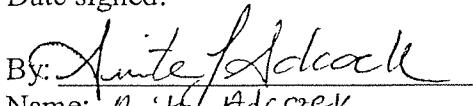
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

David Humphrey, an individual
dba Crescent Tow and Repair

By: 
Name: David Humphrey
Title: Owner
Date signed:

By: 
Name: Anita Adcock
Title: Office Manager
Date signed: 3/13/20

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST

By: _____
Name: Nancy DaForno
Title: Clerk of the Board of Supervisors

APPROVED AS TO FORM:


3/24/2020
Gretchen Stuhr
Deputy County Counsel

COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 284-6231, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

_____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS 

4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

_____ COUNTY INITIALS

- 10 -

CONTRACTOR INITIALS: 

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieved by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

COUNTY INITIALS

- 11 -

CONTRACTOR INITIALS 

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

- 1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.
- 2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

COUNTY INITIALS

- 12 -

CONTRACTOR INITIALS



9. TOW TRUCKS – REQUIRED INSPECTIONS

- A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.
- B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the County, County of Plumas, or City of Portola without the prior written consent of the County, County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County, County of Plumas, City of Portola or Contractor.

COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow..... \$250.00 hour

(This includes passenger vehicles, cars and trucks and trucks

with over-bed campers)

Motorhomes, RV's, trailers, and boat tow..... \$500.00 hour

Large farm equipment (requiring Class D truck) \$750 hour

Vehicle Storage (vehicles over \$300 value)..... \$65.00 per day

Individual Tires \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material..... NO CHARGE

- If vehicles are held over at the towing company's facility, an additional towing fee will not be paid from the towing facility to the dismantling facility.

_____ COUNTY INITIALS

- 14 -

CONTRACTOR INITIALS 

205

Agreement for Vehicle Abatement Services

This Agreement is made and entered this 10 day of 2, 2020, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and Quincy Tow Service & Repair, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from 2-10-, 2020 through 2-09-2021, 2021 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 agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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.

COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS RBC

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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
- c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
- d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

- e. 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.
- f. 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.
- g. Workers Compensation insurance in accordance with California state law.

_____ COUNTY INITIALS

CONTRACTOR INITIALS 

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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County, County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Charles White (Building Services Director)

Contractor:

Quincy Tow Service & Repair
180 Nugget Lane
Quincy, CA 95971
Attention: Robert Wood or Doreen Wood

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.

COUNTY INITIALS

- 5 -

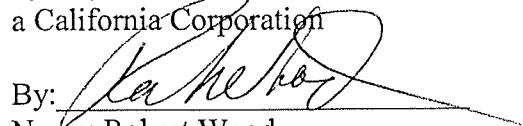
CONTRACTOR INITIALS 

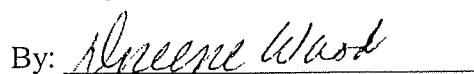
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant 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, County or to the State Auditor upon the request of either the State Auditor or the County or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Quincy Tow Service & Repair,
a California Corporation

By: 
Name: Robert Wood
Title: President
Date signed: 2-10-2020

By: 
Name: Doreen Wood
Title: Secretary
Date signed: 2-10-2020

COUNTY:

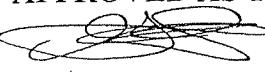
County of Plumas, a political subdivision of
the State of California

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST

By: _____
Name: Nancy DaForno
Title: Clerk of the Board of Supervisors

APPROVED AS TO FORM:

 Deputy 3/26/2020
R. Craig Settlemire
Plumas County Counsel

COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 283-1162, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

_____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS 

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieved by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

_____ COUNTY INITIALS

- 11 -

CONTRACTOR INITIALS *RW*

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

_____ COUNTY INITIALS

- 12 -

CONTRACTOR INITIALS 

9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the County, County of Plumas, or City of Portola without the prior written consent of the County, County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County, County of Plumas, City of Portola or Contractor.

_____ COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck)	\$750 hour
Vehicle Storage (vehicles over \$300 value).....	\$65.00 per day
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility, an additional towing fee will not be paid from the towing facility to the dismantling facility.

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 April 21, 2020 meeting of the Plumas County Board of Supervisors

Date: April 13, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Approve Plans and Specifications for Plumas County Fuel Depot at Quincy Yard.

BACKGROUND:

The Department of Public Works currently has at its Quincy yard, one 2,000-gallon diesel fuel tank and one 2,000-gallon gasoline tank for fueling of Public Works equipment and vehicles. The existing above ground fuel tanks were installed in the early 1990's and do not hold sufficient volume to enable the Plumas Transit buses to be fueled at the Quincy yard. Fuel delivery is required every day due to the limited size of the fuel tanks which comes at a higher cost. The existing fuel dispensers, proposed to be replaced, are from the 1950's.

The proposed combination 10,000 gallon diesel and 2,000 gallon gasoline tank has a combined capacity of 12,000 gallons, which would hold sufficient volume to fuel Plumas Transit busses in addition to Public Works equipment and vehicles. With the larger tank, the need for daily fuel delivery will be eliminated. This would reduce fuel delivery cost since an entire fuel tanker truck load could be purchased for delivery to the Public Works yard. The drawings prepared by CH&D Architects showing the new fuel tank, pumps and associated electrical controls, are included herewith as attachment for reference.

Plumas Transit will fuel busses at the Quincy yard and be billed for the fuel pumped. This will result in lower fuel costs for Plumas Transit, as they currently refuel at commercial gas stations. Also, the Quincy yard fuel pumps have backup power to run the pumps in the event of a power outage.

Attached is a copy of the project construction plans and specifications for Board of Supervisor approval. The project will be publicly advertised following approval of construction drawings and specifications.

A complete copy of the Project Plans including Specifications is available for public review during normal office hours at the following County offices:

Clerk of the Board of Supervisors Plumas County Courthouse 520 Main Street, Room 309 Quincy, CA 95971	Director of Public Works Public Works Headquarters Building 1834 East Main Street Quincy, CA 95971
--	---

FISCAL IMPACT:

This project is approved and funded by Plumas County Transportation Commission (PCTC) to enable Plumas Transit busses to refuel at the Quincy Yard. The cost estimate for the new fuel tank, fuel dispensers and associated work totals \$356,063. Funds are in the current PCTC budget for this expenditure.

POLICY COMPLIANCE:

The Project Plans, including Specifications, have been prepared in accordance with Plumas County Code Section 3-1.27 including this request for approval of construction drawings and specification. Per the County Code, notice inviting formal bids will be published on the County website a minimum of 3 weeks prior to bid opening, but code section requiring publication in a newspaper of general circulation will not be possible, due to Plumas News going out of business.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors approve construction plans and specifications for a new 12,000-gallon Fuel tank, fuel dispensers and associated work, at the Quincy yard.

Attachment: Plumas County Fuel Depot Drawings
Fuel Tank Drawing



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

Date: April 8, 2020

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for April 21, 2020

Recommendation: Approve submission of a Grant Application to the County Medical Services Program (CMSP) Governing Board for the COVID-19 Emergency Response Grant (CERG) and authorize the Director of Public Health Agency to sign the Application.

Background Information: The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties.

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. Applications will be accepted starting April 10, 2020 and no later than June 10, 2020 and awards will be made on a rolling basis.

Examples of emergent needs that could be funded include:

- 1. Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:** This includes items such as facemasks, gowns, hand sanitizer, and similar supplies; and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.
- 2. Supportive Quarantine Services:** This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.
- 3. Public Employees Needed for Emergency Response:** This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.
- 4. Non-Profit Human Services Providers Needed for Emergency Response:** This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.
- 5. Public Information and Outreach:** This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

Under the CERG Program, Plumas County may seek funding of up to \$100,000 for a twelve month period. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions.

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

530-283-6337 OFFICE
530-283-6425 FAX



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>



PCCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

3F2

Date: April 13, 2020

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for April 21, 2020

Recommendation: Approve and direct the Chair to sign agreement MAA1920TSB with Fiscal Experts, Inc., in the amount of \$18,000 to provide Time Study Buddy software for the Medi-Cal Administrative Program.

Background: As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

Fiscal Impact: This agreement is fully funded through the Medi-Cal Administrative Program, so there is no financial impact on the County General Fund.

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



3A

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director *T.F.*

MEETING DATE: April 21, 2020

SUBJECT: Discuss adopted Board of Supervisors Resolution No. 2020-8459 addressing potential amendments to resolution (Exhibit C, Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses [Resolution No. 76-2914]) regarding uses determined to be compatible within agricultural preserves

RECOMMENDATIONS:

1. Discussion
2. Direct staff to bring back public hearing item for possible action by adoption of a resolution amending Exhibit "C" compatible uses

BACKGROUND:

On January 14, 2020, the Board of Supervisors adopted Resolution No. 2020-8459 (Attachment 1) addressing the following:

1. initiate review of Title 9 (Planning and Zoning), Chapter 2 (Zoning),
2. address the establishment of Commercial wedding venues as a use in the Plumas County Code,
3. address what zone(s) Commercial wedding venues would be allowed,
4. address by what process(es) Commercial wedding venues would be allowed, and
5. address potential amendments to resolutions (see Exhibit C) regarding uses determined to be compatible within agricultural preserves.

Items #1 through #4 are being addressed by the Planning Commission with public workshops and the drafting of an ordinance. A public hearing before the Commission on the draft ordinance is scheduled for April 16, 2020. Thereafter, a resolution with recommendations to amend the Plumas County Code is anticipated to come to the Board of Supervisors sometime in May 2020. The purpose of the proposed ordinance is to allow limited commercial social events, such as weddings, in the agricultural zones of Agricultural Preserve (AP), including those lands in Williamson Act or Land Conservation Contracts, and General Agriculture (GA).

The authority for Item #5 lies with the Board of Supervisors to address potential amendments to the compatible use provisions of Exhibit "C." The objective of this staff report is to provide initial information and background for discussion of Item #5. Staff anticipates bringing back a public hearing item for possible action by adoption of a resolution amending Exhibit "C" compatible uses. Item #5 may be heard by the Board prior to, or at, the public hearing for the proposed ordinance (Items #1 through #4).

AP ZONED LAND (ACREAGE AND LOCATIONS)

A query of the County's GIS (geographic information system) found lands in the County zoned AP total approximately 100,000 acres or roughly 6% of Plumas County's 1.6 million acres.

Geographically speaking, AP zoned land is found predominately in the eastern side of the County within Sierra Valley; south of Hwy. 89 near Clio/Valley Ranch; and in the unincorporated County area coterminous with the City of Portola limits to the north, east, and southwest. AP zoned land is also found in areas including Indian Valley, Genesee Valley, American Valley, and Sloat/Cromberg, with even smaller areas found in the Lake Almanor Basin.

PLUMAS COUNTY CODE, TITLE 9 (PLANNING AND ZONING), CHAPTER 2 (ZONING)

Article 30. Agricultural Preserve Zone (AP) of the Plumas County Code (Attachment 2), Sec. 9-2.3001 (Purpose) states "the purpose of the Agricultural Preserve Zone (AP) is to provide land use regulations consistent with the intent of the Plumas County Williamson Act program for agricultural preserves," or Exhibit "C."

Plumas County has approximately 72,000 acres under Williamson Act contracts and 4,500 acres under the Farmland Security Zone. Of the qualifying acreage in AP zoning, approximately 78% is under contract. Plumas County is not mapped as part of the California Department of Conservation's Farmland Mapping and Monitoring Program, with the exception of the Sierra Valley.

EXHIBIT C – COMPATIBLE USES

The California Land Conservation Act of 1965, also known as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. Participating counties and cities are required to establish their own rules and regulations regarding implementation of the Act within their jurisdiction. These rules include but are not limited to enrollment guidelines, acreage minimums, enforcement procedures, allowable uses, and compatible uses.

Exhibit "C" (Attachment 3) or the "Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses" was first adopted by the County Board of Supervisors, by resolution, in 1976. Subsequent amendments, by resolution, have been made to certain sections of Exhibit "C" in 1979, 1981, 1985, 1988, and 1994.

Section "A" of Exhibit "C" defines "Agricultural Preserve" to mean "an area devoted to any uses and compatible uses as defined in the Land Conservation Act of 1965, as amended, and consistent with the County General Plan."

Section "J" of Exhibit "C" list the uses determined to be agricultural and compatible uses within Agricultural Preserves.

In order for lands zoned AP with a Williamson Act Contract to be compliant with the proposed commercial social events ordinance the Board of Supervisors would need to amend the compatible use provisions in Section "J" of Exhibit "C" to allow commercial social events as a miscellaneous compatible use consistent with the County General Plan (see Plumas County 2035 General Plan Consistency section below) and the Land Conservation Act (see California Department of Conservation section below).

Compatible use provisions are not considered to involve "conversions" of agricultural land, therefore there no changes in the existing environment anticipated that would result in conversions of farmland to non-agricultural use.

PLUMAS COUNTY 2035 GENERAL PLAN CONSISTENCY

The County's General Plan encourages the establishment of compatible uses, agricultural support uses, and miscellaneous accessory uses to protect and support agricultural operations and historic ranches. The AP designation is intended as a productive use of resource lands to protect and support agriculture for the continuation of a diversified economy; for the maintenance of the County's rural character; for the protection of scenic, natural, and recreational resources; and as a defining characteristic of the County's quality of life. The AP designation allows for a broad range of agricultural uses, agricultural support services, and compatible uses including farm-based tourism.

LAND USE Implementation Measure 4.a. Update the Zoning Code to ensure that areas designated for agricultural uses both limit and allow uses that directly relate to agricultural production, support agriculture or compliment agricultural uses and landscapes, such as farm stays, hunting and fishing clubs and other uses compatible with agriculture.

ECON GOAL 5.1 Maintain a Diverse and Sustainable Economy. Establish and maintain a diverse and long-term, sustainable local economy and a strong economic base while protecting and maintaining communities, neighborhoods and natural assets.

ECON POLICY 5.1.4 Discouragement of Non-Compatible Land Uses. The County shall protect the long-term economic viability of commercial, industrial, agricultural, timber and mineral resource lands by discouraging conversion and encroachment by non-compatible uses that adversely affect the sustainable uses of these lands.

ECON POLICY 5.1.7 Retention and Expansion of Existing Businesses. The County shall encourage the retention and expansion of existing businesses in important economic export sectors, including...tourism... This includes activities occurring on public as well as private lands within the County.

ECON POLICY 5.2.1 Support of Tourism Development. The County shall strive to support year-round tourism development where it is compatible with the ongoing viability of the County's other sustainable industries, such as agriculture...

ECON Implementation Measure 6.c. The County shall encourage and support lodging and food service facilities to support recreation and cultural and historic events and activities, including lodging and food facilities to support eco-tourism and agritourism needs...

ECON Implementation Measure 8.a. The County shall encourage destination recreation and tourism through projects on private lands...Some examples of activities are: promoting agritourism and the development of specialty agricultural products.

AG/FOR GOAL 8.1 Protect Agriculture as a Productive Use of Resource Land. Protect and Support agriculture as a productive use of resource lands, for the continuation of a diversified economy, for the maintenance of the County's rural character, for the protection of scenic, natural, and recreational resources, and as a defining characteristic of the County's quality of life.

AG/FOR POLICY 8.1.2 Maintain Land in Agricultural Use. Support private and public owners of lands that have traditionally been used for agriculture to keep land in agricultural production by continuing existing agricultural use, developing compatible uses...

AG/FOR POLICY 8.2.1 Maintain Agricultural Production. Maintain agricultural production as the primary use on agricultural lands by limiting non-agricultural use development to that which is compatible with agriculture.

AG/FOR POLICY 8.2.6 Non-Agriculture Uses. Limit non-agricultural development in agricultural areas to residential and accessory uses compatible or complimentary with agricultural production.

CALIFORNIA DEPARTMENT OF CONSERVATION

On March 24, 2020, staff reached out to the California Department of Conservation to inquire about possible comments from the State. Annie Giovacchini from the Williamson Act Program, Division of Land Resource Protection replied that this type of activity often falls under the term “agritourism” and that the Department has not provided any formal policies on the issue. Ms. Giovacchini mentioned that the State’s Williamson Act team will review the draft ordinance, once available, to identify any potential conflicts with the California Land Conservation Act (GC Sec. 51200 through 51297.4) and other applicable regulations and statutes.

California Government Code, Title 5 (Local Agencies), Division 1 (Cities and Counties), Part 1 (Powers and Duties Common to Cities and Counties), Chapter 7 (Agricultural Land), Article 2.5 (Agricultural Preserves) includes the regulations for the establishment of an agricultural preserves. Specifically, Sec. 51238.1 (Attachment 4) describes “principles of compatibility” that uses approved on contracted lands shall be consistent with, including:

- The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.
- The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.
- The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

The proposed draft ordinance language sets parameters on the area of the limited commercial social event venue through language in Sec. 9-2.4404(c): “The primary use of the parcel on which the limited commercial social event is located shall be commercial agricultural production. The portion of the property used for the limited commercial social event shall be no more than ten (10%) percent of the total acreage or five (5) acres of land, whichever is less. The event must be designed to be compatible with on-site agricultural operations as well as any adjoining agricultural operations and single family residences, including appropriate setbacks and parking...”

Further, the proposed draft ordinance language Sec. 9-2.4408 (AP zoned parcels subject to Williamson Act contracts) states: “...if an agriculturally zoned parcel is found to be subject to a Land Conservation Act Contract (Williamson Act) for which an administrative use permit or special use permit is obtained for the purpose of commercial social events, then a consultation with the County Assessor is required to determine if a tax re-assessment will be required. Any activity(ies) conducted on a property under Contract other than agricultural uses, or miscellaneous compatible uses as determined by the Board of Supervisors, may also result in penalties including, but not limited to, non-renewal of the Contract by the County.”

ATTACHMENTS:

1. Board of Supervisors approved Resolution No. 2020-8459
2. Plumas County Code, Title 9, Chapter 2, Article 30
3. Exhibit “C” Uniform Rules Governing the Establishment and Administration of Agricultural Preserves, Including Compatible Uses
4. California Government Code, Title 5, Division 1, Part 1, Chapter 7, Article 2.5

BOARD OF SUPERVISORS, COUNTY OF PLUMAS

RESOLUTION NO. 2020 – 8459

RESOLUTION OF INTENTION TO

REVIEW AND CONSIDER AMENDMENTS TO THE PLUMAS COUNTY CODE

**TITLE 9 (PLANNING AND ZONING), CHAPTER 2 (ZONING), TO ESTABLISH COMMERCIAL WEDDING VENUES
AS A USE, ALLOWED IN CERTAIN ZONE(S), AND ALLOWED BY WHAT PROCESS(ES)**

AND TO

**REVIEW AND CONSIDER AMENDMENTS TO RESOLUTIONS ADOPTING
THE UNIFORM RULES GOVERNING THE ESTABLISHMENT AND ADMINISTRATION OF
AGRICULTURAL PRESERVES, INCLUDING COMPATIBLE USES**

WHEREAS, Title 9 (Planning and Zoning), Chapter 2 (Zoning), Article 9 (Amendments) of the Plumas County Code states provisions of the zoning code may be changed whenever the public necessity, convenience, and general welfare require such an amendment.

WHEREAS, Title 9 (Planning and Zoning), Chapter 2 (Zoning), Article 9 (Amendments) of the Plumas County Code states amendments to any provision of the zoning code may be initiated by a resolution of intention adopted by the Board of Supervisors.

WHEREAS, the Plumas County Planning Commission held a regularly scheduled meeting on December 19, 2019, where a presentation was given by Denise Geissinger and family of Kinship Ranch, Cromberg.

WHEREAS, the presentation by Kinship Ranch requested the County establish Commercial wedding venues in the Plumas County Code as a use allowed on agricultural parcels, specifically Agricultural Preserve (AP) zoning.

WHEREAS, the presentation by Kinship Ranch further requested the County amend resolutions (see Exhibit C) that established the uniform rules governing agricultural preserves to add commercial wedding venues as a compatible use within agricultural preserves.

WHEREAS, during the Kinship Ranch presentation item, members of the public were present and spoke in support of commercial wedding venues as a compatible use within agricultural landscapes citing the growing need of diversification of ranching operations to remain self-supportive and economically viable, the positive impact to local businesses, the contribution to Plumas County's tax base, and the ability to bring farm-based tourism visitors to the County that may stay and return for other tourism opportunities.

WHEREAS, during the Kinship Ranch presentation item, the Plumas County Director of Environmental Health and Plumas County Assessor were present and expressed cooperation should a zoning code amendment process commence.

WHEREAS, during the Kinship Ranch presentation item, Planning Commissioners spoke in support of amending the zoning code to establish Commercial wedding venues as a use, and at a minimum, allowing such a use in the Agricultural Preserve (AP) zone by means of the simplest process while addressing compatibility and public health and safety matters.

WHEREAS, Denise Geissinger and of Kinship Ranch provided County staff with letters of support from local businesses, chambers of commerce, and residents who could not attend the December 19, 2019, Planning Commission meeting.

WHEREAS, the 2035 Plumas County General Plan Land Use Element explains the Agricultural Preserve and the Agriculture and Grazing designations are intended to protect and support agriculture as a productive use of resource lands, for the continuation of a diversified economy, for the maintenance of the County's rural character, for the protection of scenic, natural and recreational resources, and as a defining characteristic of the County's quality of life. The Agricultural Preserve and the Agriculture and Grazing designations allow for a broad range of agricultural uses, agricultural support services, and compatible uses including farm-based tourism.

WHEREAS, the 2035 Plumas County General Plan Land Use Element further includes an implementation measure that directs updates to the zoning code to ensure that areas designated for agricultural uses both limit and allow uses that directly relate to agricultural production, support agriculture, complement agricultural uses and landscapes, and are compatible with agriculture.

WHEREAS, the 2035 Plumas County General Plan Economics Element includes policies that strive to attract new businesses, pursue new economic opportunities, and support year-round tourism development where it is compatible with the ongoing viability of the County's industries such as agriculture.

WHEREAS, the 2035 Plumas County General Plan Agriculture & Forestry Element includes policies that allow compatible uses that support agriculture on agricultural land, such as farm-based tourism, and support owners of lands that have traditionally been used for agriculture to keep land in agriculture production by continuing existing agriculture use, developing compatible uses, and/or leasing lands to agricultural users.

WHEREAS, the 2035 Plumas County General Plan Agriculture & Forestry Element further includes an implementation measure that directs amendments to the zoning code to address the use of ministerial permitting of agricultural and forestry support uses.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of the County of Plumas, State of California that this Board intends to:

1. initiate review of Title 9 (Planning and Zoning), Chapter 2 (Zoning),
2. address the establishment of Commercial wedding venues as a use in the Plumas County Code,
3. address what zone(s) Commercial wedding venues would be allowed,
4. address by what process(es) Commercial wedding venues would be allowed, and
5. address potential amendments to resolutions (see Exhibit C) regarding uses determined to be compatible within agricultural preserves.

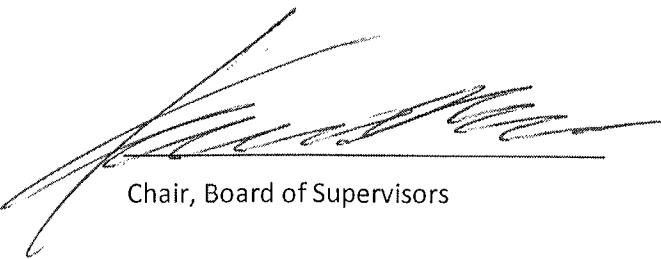
The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the 14th day of JANUARY, 2020 by the following roll call vote:

AYES: Supervisors: SIMPSON, ENGEL, GOSS

NOES: Supervisors: NONE

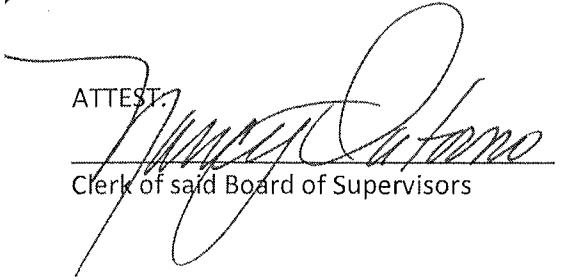
ABSENT: Supervisors: THRALL

Said resolution to be effective as of the 14th day of JANUARY, 2020.



Chair, Board of Supervisors

ATTEST:



Clerk of said Board of Supervisors

Article 30. - Agricultural Preserve Zone (AP)

Sec. 9-2.3001. - Purpose (AP).

The purpose of the Agricultural Preserve Zone (AP) is to provide land use regulations consistent with the intent of the Plumas County Williamson Act program for agricultural preserves.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.3002. - Uses (AP).

- (a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):
 - (1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;
 - (2) One dwelling unit; and
 - (3) Child day care homes and limited child day care homes.
- (b) The following uses shall be permitted subject to the issuance of a special use permit:
 - (1) Mining, limited electric generation, public utility facilities, wildlife management, transport stations, agricultural auction yards, outdoor shooting ranges, hunting clubs, and bed and breakfast inns; and
 - (2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.
- (c) Telecommunications facilities in the Agricultural Preserve Zone (AP) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 85-613, eff. August 15, 1985, § 23, Ord. 86-623, eff. February 6, 1986, and § 1, Ord. 2004-1018, adopted November 2, 2004; § 1(Exh. A), Ord. 2019-1116, adopted January 22, 2019)

Sec. 9-2.3003. - Height (AP).

No structure in the Agricultural Preserve Zone (AP) shall exceed sixty (60') feet in height, except for dwelling units, which shall not exceed thirty-five (35') feet, and windmills, silos, elevators, and barns, which may be any height.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural

auction yard with no dwelling unit permitted.

- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied.
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3005. - Yards (AP).

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards):

- (a) Front yards: Not less than twenty (20') feet; and
- (b) Side and rear yards: Not less than five (5') feet.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-762, eff. October 3, 1991; § 17, Ord. No. 2004-998, adopted January 6, 2004; § 1(Exh. A), Ord. 2018-1114, adopted October 9, 2018)

Sec. 9-2.3006. - Parking and loading (AP).

Parking and loading in the Agricultural Preserve Zone (AP) shall be as required by Section 9-2.414 of Article 4 of this chapter (General Requirements: Parking and loading).

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.3007. - Signs (AP).

- (a) Signs in the Agricultural Preserve Zone (AP) shall be as permitted by Section 9-2.416 of Article 4 of this chapter (General Requirements: Signs).
- (b) Business signs shall not exceed thirty-two (32) square feet.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Exhibit C

**UNIFORM RULES GOVERNING THE ESTABLISHMENT AND ADMINISTRATION
OF AGRICULTURAL PRESERVES, INCLUDING COMPATIBLE USES
(Resolution No. 76-2914)**

A. "Agricultural Preserve" means an area devoted to any uses and compatible uses as defined in the Land Conservation Act of 1965, as amended, and consistent with the County General Plan.

B. An Advisory Board is hereby established to be known as "The Land Conservation Advisory Board", consisting of the Agricultural Commissioner, Planning Director, Director of the Cooperative Extension Service, three (3) members representing Ranching operations, one (1) member representing Commercial Timber production, one (1) member representing Christmas Tree production, one (1) member representing local Businessmen, and one (1) member representing the general public. The County Counsel and the County Assessor shall act as resource people.

The Agricultural Commissioner, Planning Director, and the Director of the Cooperative Extension Service shall serve as members of the Advisory Board. All other members shall serve at the pleasure of the Board of Supervisors for a term of four (4) years with staggered terms as follows:

1975 one (1) Local Businessman and one (1) general public member;
1976 one (1) Ranching representative and one (1) Commercial Timber representative;
1977 one (1) Ranching representative and one (1) Christmas Tree representative; and
1978 one (1) Ranching representative.

This same schedule of appointments shall continue in the following years. These appointments shall be made in January of each year and be effective March 1 of that year.

C. It shall be the duty of said Advisory Board to make recommendations to the Board of Supervisors on the establishment of Agricultural Preserves, the signing of individual contracts within Preserves and matters relative thereto.

D. Agricultural Preserves may be either of the following types:

1. Area preserves--designated areas in which the County desires to enter into contracts pursuant to the Land Conservation Act of 1965, as amended.
2. Specific preserves--whose boundaries coincide with individual contract applications otherwise acceptable to the County but which fall outside established area preserves.

E. Agricultural Preserves may be established by the following methods:

1. Upon written request to the Planning Department of one or more land owners the County shall initiate proceedings to consider the establishment of Agricultural Preserves.
2. The County may on its own initiate proceedings to establish Agricultural Preserves.

F. Requests to establish Agricultural Preserves shall be transmitted to the Land Conservation Advisory Board for study and recommendation.

G. A public hearing shall be held by the Board of Supervisors prior to the establishment of an agricultural preserve in accordance with Government Code Section 51230.

H. An Agricultural Preserve shall consist of no less than 100 acres; provided that in order to meet this requirement two or more parcels may be combined if they are contiguous or if they are in common ownership and further provided that an Agricultural Preserve may be less than 100 acres at the discretion of the County in accordance with Government Code Section 51230.

I. The basis for approval of a contract within an Agricultural Preserve shall be as follows:

1. The applicant uses his land for the production of food and/or fibre for commercial purposes to support the agricultural economy.
3. The minimum area for contract of field crops type of cultivation or for irrigated pasture* shall be eighty (80) acres. The uses permitted for residence shall be one (1) family dwelling for the use of an owner or manager or a person employed on said land by not exceeding one (1) dwelling for each parcel of not less than eighty (80) acres.

*A general guide line for determining what constitutes irrigated pasture is: Pastureland receiving eighteen (18) inches or more of irrigation water per growing season; 25% of which is received after July 15th.

or

4. The minimum area for contract of commercial timber type cultivation or land for grazing shall be one hundred sixty (160) acres. The uses permitted for residence shall be one (1) family dwelling for the use of an owner or manager or a person employed on said land but not exceeding one (1) dwelling for each parcel of not less than one hundred sixty (160) acres.
5. The aforementioned acreage limitations shall apply only to the use of the land in question at the date of signing of a particular contract, the land owner may change the type of crop or agricultural use at the sole discretion of the land owner, but subject to the permitted uses described in Section J. herein.
6. Within Area Agricultural Preserves contracts may be offered for parcels smaller than the minimum acreages provided in I-2, I-3, or I-4, provided there are no residential dwellings. The contract shall prohibit any future division of the property or any construction of residential dwellings during the contract period.

(I.,2., Resolution 81-3401, eff. Feb. 3, 1981)

J. The following uses are hereby determined to be agricultural and compatible uses within Agricultural Preserves:

1. General farming, commercial livestock, poultry production and warehousing and storage pertinent to the agricultural operation, timber or Christmas tree production.

(Resolution 81-3401, eff. Feb. 3, 1994)

2. Single family dwellings as provided in I-2, I-3, I-4, or I-6.
3. Additional housing facilities within a contract area (including trailers) to accommodate only agricultural employees and their families, employed by the owner or operator of the premises and provided that such additional housing facilities shall be considered accessory to the main building.
4. Accessory buildings and uses pertinent to the permitted uses including agricultural processing plants.
5. A stand or display for agricultural commodities produced on the premises; sales of products produced off the premises is acceptable provided that the sale of such products is incidental and secondary to the sale of agricultural products produced on the premises.
6. Miscellaneous compatible uses:
 - a. The drilling for and/or production of hydrocarbon, mineral and thermal production including the installation and use of such equipment, structures, and facilities as are necessary.
 - b. Public utility and public services including structures, uses and buildings.
 - c. Airport or aircraft landing facilities.
 - d. Farm labor camps.
 - e. Sand and gravel operations.
 - f. Flood control.
 - g. Wildlife enhancement and preservation.
 - h. Cemeteries.
 - i. Any other use determined to be compatible use in all agricultural preserves by the Board of Supervisors after public hearing on ten (10) days published notice and such other notice, if any, as they may specify.
 - j. Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.

(Resolution 85-3893, eff. July 9, 1985)

K. Submission of applications for contracts and/or establishing Agricultural Preserves shall be as follows:

1. Applications shall be submitted upon forms to be supplied by the Plumas County Planning Department, and must be completed in detail.
2. All applications must be submitted and be filed with the Plumas County Planning Department on or before September 1st in order that the contract will become effective during the following year.
3. Applications must be accompanied by a legal description and corresponding Assessor parcel maps covering the lands applied for.

4. A fee of five hundred (\$500) dollars shall be submitted with the application, and this fee shall not be returned in the event the application is turned down by the County.
(Resolution 79-3243, eff. Aug. 16, 1979, amended by Resolution 85-3936, eff. Nov. 5, 1985, amended by Resolution 88-4305, eff. Nov. 1, 1988)
5. An application for zoning, if necessary, shall be submitted to the Plumas County Planning Department at the same time as an application for contract and/or Agricultural Preserve.

L. Cancellation of contracts and/or alteration of Agricultural Preserve shall be accomplished in the same manner noted in K. above and with the same fees.

CA GOVERNMENT CODE

TITLE 5. LOCAL AGENCIES [50001 - 57607]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 1. CITIES AND COUNTIES [50001 - 52203]

(Division 1 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5]

(Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 7. Agricultural Land [51200 - 51297.4]

(Chapter 7 added by Stats. 1965, Ch. 1443.)

ARTICLE 2.5. Agricultural Preserves [51230 - 51239]

(Article 2.5 added by Stats. 1969, Ch. 1372.)

51230.

Beginning January 1, 1971, any county or city having a general plan, and until December 31, 1970, any county or city, by resolution, and after a public hearing may establish an agricultural preserve. Notice of the hearing shall be published pursuant to Section 6061, and shall include a legal description, or the assessor's parcel number, of the land which is proposed to be included within the preserve. The preserves shall be established for the purpose of defining the boundaries of those areas within which the city or county will be willing to enter into contracts pursuant to this act. An agricultural preserve shall consist of no less than 100 acres; provided, that in order to meet this requirement two or more parcels may be combined if they are contiguous or if they are in common ownership; and further provided, that in order to meet this requirement land zoned as timberland production pursuant to Chapter 6.7 (commencing with Section 51100) may be taken into account.

A county or city may establish agricultural preserves of less than 100 acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves of less than 100 acres is consistent with the general plan of the county or city.

An agricultural preserve may contain land other than agricultural land, but the use of any land within the preserve and not under contract shall within two years of the effective date of any contract on land within the preserve be restricted by zoning, including appropriate minimum parcel sizes that are at a minimum consistent with this chapter, in such a way as not to be incompatible with the agricultural use of the land, the use of which is limited by contract in accordance with this chapter.

Failure on the part of the board or council to restrict the use of land within a preserve but not subject to contract shall not be sufficient reason to cancel or otherwise invalidate a contract.

(Amended by Stats. 1999, Ch. 1018, Sec. 3. Effective January 1, 2000.)

51230.1.

(a) Nothing contained in this chapter shall prevent the transfer of ownership from one immediate family member to another of a portion of land which is currently designated as an agricultural preserve in accordance with the provisions of this chapter, if all of the following conditions are satisfied:

(1) The parcel to be transferred is at least 10 acres in size in the case of prime agricultural land or at least 40 acres in size in the case of land which is not prime agricultural land, and otherwise meets the requirements of Section 51222.

(2) The parcel to be transferred conforms to the applicable local zoning and land division ordinances and any applicable local coastal program certified pursuant to Chapter 6 (commencing with Section 30500) of Division 20 of the Public Resources Code.

(3) The parcel to be transferred complies with all applicable requirements relating to agricultural income and permanent agricultural improvements which are imposed by the county or city as a condition of a contract executed pursuant to Article 3 (commencing with Section 51240) covering the land of which the parcel to be transferred is a portion. For purposes of this paragraph, if the contracted land already complies with these requirements, the portion of that land to be transferred shall be deemed to comply with these requirements.

(4) There exists a written agreement between the immediate family members who are parties to the proposed transfer that the land which is subject to a contract executed pursuant to Article 3 (commencing with Section 51240) and the portion of that land which is to be transferred will be operated under the joint management of the parties subject to the terms and conditions and for the duration of the contract executed pursuant to Article 3 (commencing with Section 51240).

(b) A transfer of ownership described in subdivision (a) shall have no effect on any contract executed pursuant to Article 3 (commencing with Section 51240) covering the land of which a portion was the subject of that transfer. The portion so transferred shall remain subject to that contract.

(c) For purposes of this section, "immediate family" means the spouse of the landowner, the natural or adopted children of the landowner, the parents of the landowner, or the siblings of the landowner.

(Amended by Stats. 1987, Ch. 232, Sec. 1.)

51230.2.

(a) Except as provided in Section 51238, and notwithstanding Section 51222 or 66474.4, a landowner may subdivide land that is currently designated as an agricultural preserve if all of the following apply:

(1) The parcel to be sold or leased is no more than five acres.

(2) The parcel shall be sold or leased to a nonprofit organization, a city, a county, a housing authority, or a state agency. A lessee that is a nonprofit organization shall not sublease that parcel without the written consent of the landowner.

(3) The parcel to be sold or leased shall be subject to a deed restriction that limits the use of the parcel to agricultural laborer housing facilities for not less than 30 years. That deed restriction shall also require that parcel to be merged with the parcel from which it was subdivided when the parcel ceases to be used for agricultural laborer housing.

(4) There is a written agreement between the parties to the sale or lease and their successors to operate the parcel to be sold or leased under joint management of the parties, subject to the terms and conditions and for the duration of the contract executed pursuant to Article 3 (commencing with Section 51240).

(5) The parcel to be sold or leased is (A) within a city or (B) in an unincorporated territory or sphere of influence that is contiguous to one or more parcels that are already zoned residential, commercial, or industrial and developed with existing residential, commercial, or industrial uses.

(b) The agricultural labor housing project shall be designed to abate, to the extent practicable, impacts on adjacent landowners' agricultural husbandry practices. The final plan for the housing shall include an addendum that explains what features will be included to meet this goal.

(c) A subdivision of land pursuant to this section shall not affect any contract executed pursuant to Article 3 (commencing with Section 51240). The parcel to be sold or leased shall remain subject to that contract.

(Added by Stats. 1999, Ch. 967, Sec. 1. Effective January 1, 2000.)

51231.

(a) For the purposes of this chapter, the board or council, by resolution, shall adopt rules governing the administration of agricultural preserves, including procedures for initiating, filing, and processing requests to establish agricultural preserves. Rules related to compatible uses shall be consistent with the provisions of Section 51238.1. Those rules shall be applied uniformly throughout the preserve. The board or council may require the payment of a reasonable application fee. The same procedure that is required to establish an agricultural preserve

shall be used to disestablish or to enlarge or diminish the size of an agricultural preserve. In adopting rules related to compatible uses, the board or council may enumerate those uses, including agricultural laborer housing, that are to be considered to be compatible uses on contracted lands separately from those uses that are to be considered to be compatible uses on lands not under contract within the agricultural preserve.

(b) The rules adopted pursuant to this section may provide that commercial cultivation of cannabis in accordance with Division 10 (commencing with Section 26000) of the Business and Professions Code may constitute a compatible use on contracted or noncontracted lands.

(Amended by Stats. 2019, Ch. 273, Sec. 2. (SB 527) Effective January 1, 2020.)

51232.

In the event any proposal to disestablish or to alter the boundary of an agricultural preserve will remove land under contract from such a preserve, notice of the proposed alteration or disestablishment and the date of the hearing shall be furnished by the board or council to the owner of the land by certified mail directed to him at his latest address known to the board or council. Such notice shall also be published pursuant to Section 6061 and shall be furnished by first-class mail to each owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the land to be removed from the preserve.

(Amended by Stats. 1978, Ch. 1120.)

51233.

When a county proposes to establish, disestablish, or alter the boundary of an agricultural preserve it shall give written notice at least two weeks before the hearing to the local agency formation commission and to every city within the county within one mile of the exterior boundaries of the preserve.

(Amended by Stats. 1978, Ch. 1120.)

51234.

Any proposal to establish an agricultural preserve shall be submitted to the planning department of the county or city having jurisdiction over the land. If the county or city has no planning department, a proposal to establish an agricultural preserve shall be submitted to the planning commission. Within 30 days after receiving such a proposal, the planning department or planning commission shall submit a report thereon to the board or council. However, the board or council may extend the time allowed for an additional period not to exceed 30 days.

The report shall include a statement that the preserve is consistent with the general plan, and the board or council shall make a finding to that effect. Final action upon the establishment of an agricultural preserve may not be taken by the board or council until the report required by this section is received from the planning department or planning commission, or until the required 30 days have elapsed and any extension thereof granted by the board or council has elapsed.

(Amended by Stats. 1999, Ch. 1018, Sec. 4. Effective January 1, 2000.)

51235.

An agricultural preserve shall continue in full effect following annexation, detachment, incorporation or disincorporation of land within the preserve.

Any city or county acquiring jurisdiction over land in a preserve by annexation, detachment, incorporation or disincorporation shall have all the rights and responsibilities specified in this act for cities or counties including the right to enlarge, diminish or disestablish an agricultural preserve within its jurisdiction.

(Amended by Stats. 1984, Ch. 523, Sec. 1. Effective July 17, 1984.)

51236.

The effect of removal of land under contract from an agricultural preserve shall be the equivalent of notice of nonrenewal by the city or county removing the land from the agricultural preserve and such city or county shall,

at least 60 days prior to the next renewal date following the removal, serve a notice of nonrenewal as provided in Section 51245. Such notice of nonrenewal shall be recorded as provided in Section 51248.

(Added by Stats. 1969, Ch. 1372.)

51237.

Whenever an agricultural preserve is established, and so long as it shall be in effect, a map of such agricultural preserve and the resolution under which the preserve was established shall be filed and kept current by the city or county with the county recorder.

(Amended by Stats. 1971, Ch. 925.)

51237.5.

On or before the first day of September of each year, each city or county in which any agricultural preserve is located shall file with the Director of Conservation a map of each city or county and designate thereon all agricultural preserves in existence at the end of the preceding fiscal year.

(Amended by Stats. 1984, Ch. 851, Sec. 1.)

51238.

(a) (1) Notwithstanding any determination of compatible uses by the county or city pursuant to this article, unless the board or council after notice and hearing makes a finding to the contrary, the erection, construction, alteration, or maintenance of gas, electric, water, communication, or agricultural laborer housing facilities are hereby determined to be compatible uses within any agricultural preserve.

(2) No land occupied by gas, electric, water, communication, or agricultural laborer housing facilities shall be excluded from an agricultural preserve by reason of that use.

(b) The board of supervisors may impose conditions on lands or land uses to be placed within preserves to permit and encourage compatible uses in conformity with Section 51238.1, particularly public outdoor recreational uses.

(Amended by Stats. 1999, Ch. 967, Sec. 2. Effective January 1, 2000.)

51238.1.

(a) Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

(1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(2) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping.

(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

In evaluating compatibility a board or council shall consider the impacts on noncontracted lands in the agricultural preserve or preserves.

(b) A board or council may include in its compatible use rules or ordinance conditional uses which, without conditions or mitigations, would not be in compliance with this section. These conditional uses shall conform to the principles of compatibility set forth in subdivision (a) or, for nonprime lands only, satisfy the requirements of subdivision (c).

(c) In applying the criteria pursuant to subdivision (a), the board or council may approve a use on nonprime land which, because of onsite or offsite impacts, would not be in compliance with paragraphs (1) and (2) of subdivision

(a), provided the use is approved pursuant to a conditional use permit that shall set forth findings, based on substantial evidence in the record, demonstrating the following:

(1) Conditions have been required for, or incorporated into, the use that mitigate or avoid those onsite and offsite impacts so as to make the use consistent with the principles set forth in paragraphs (1) and (2) of subdivision (a) to the greatest extent possible while maintaining the purpose of the use.

(2) The productive capability of the subject land has been considered as well as the extent to which the use may displace or impair agricultural operations.

(3) The use is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel or on other parcels in the agricultural preserve. The use of mineral resources shall comply with Section 51238.2.

(4) The use does not include a residential subdivision.

For the purposes of this section, a board or council may define nonprime land as land not defined as “prime agricultural land” pursuant to subdivision (c) of Section 51201 or as land not classified as “agricultural land” pursuant to subdivision (a) of Section 21060.1 of the Public Resources Code.

Nothing in this section shall be construed to overrule, rescind, or modify the requirements contained in Sections 51230 and 51238 related to noncontracted lands within agricultural preserves.

(Added by Stats. 1994, Ch. 1251, Sec. 5. Effective January 1, 1995.)

51238.2.

Mineral extraction that is unable to meet the principles of Section 51238.1 may nevertheless be approved as compatible use if the board or council is able to document that (a) the underlying contractual commitment to preserve prime agricultural land, as defined in subdivision (c) of Section 51201, or (b) the underlying contractual commitment to preserve land that is not prime agricultural land for open-space use, as defined in subdivision (o) of Section 51201, will not be significantly impaired.

Conditions imposed on mineral extraction as a compatible use of contracted land shall include compliance with the reclamation standards adopted by the Mining and Geology Board pursuant to Section 2773 of the Public Resources Code, including the applicable performance standards for prime agricultural land and other agricultural land, and no exception to these standards may be permitted.

For purposes of this section, “contracted land” means all land under a single contract for which an applicant seeks a compatible use permit.

(Amended by Stats. 2004, Ch. 118, Sec. 17. Effective January 1, 2005.)

51238.3.

(a) The requirements of Sections 51238.1 and 51238.2 shall not apply to compatible uses for which an application was submitted to the city or county prior to June 7, 1994, provided that the use constituted a “compatible use” as that term was defined by this chapter either at the time the application was submitted, or at the time the Williamson Act contract was signed with respect to the subject contract lands, whichever is later.

(b) Neither shall the requirements of Sections 51238.1 and 51238.2 apply to land uses of contracted lands in place prior to June 7, 1994, that constituted a “compatible use” as the term “compatible use” was defined by this chapter either at the time the use was initiated, or at the time the Williamson Act contract was signed with respect to the subject contract lands, whichever is later.

(c) (1) Neither shall the requirements of Sections 51238.1 and 51238.2 apply to uses that are expressly specified within the contract itself prior to June 7, 1994, and that constituted a “compatible use” as the term “compatible use” was defined by this chapter at the time that Williamson Act contract was signed with respect to the subject contract lands, or at the time the contract was amended to include the uses, whichever is later. For purposes of

this subdivision, the requirements of Sections 51238.1 and 51238.2, effective January 1, 1995, shall apply to contracts for which contract nonrenewal was initiated and was withdrawn after January 1, 1995.

(2) For purposes of this chapter, a compatible use is considered to be expressly specified within the contract only if it is specifically enumerated within the four corners of the Williamson Act contract either without the benefit of referenced documents, or with respect to Williamson Act contracts signed on or before June 7, 1997, with the benefit of referenced documents as those documents existed at the time the Williamson Act contract was initially signed. This subdivision shall be narrowly construed to be consistent with the purposes of this chapter.

(Amended by Stats. 2000, Ch. 889, Sec. 1. Effective January 1, 2001.)

51238.5.

(a) If an owner of land agrees to permit the use of his or her land for free public recreation, the board or council may agree to indemnify the owner against all claims arising from that public use. The owner's agreement that the land be used for free, public recreation shall not be construed as an implied dedication to that use.

(b) If an owner of land agrees to permit the use of his or her land for agricultural laborer housing facilities authorized pursuant to Section 51238, the city, county, housing authority, state agency, or nonprofit organization may indemnify the owner against all claims arising from that use.

(Amended by Stats. 1999, Ch. 967, Sec. 3. Effective January 1, 2000.)

51239.

The board or council may appoint an advisory board, the members of which shall serve at the pleasure of the board or council and may be paid their expenses. They shall advise the board or council on the administration of the agricultural preserves in the county or city and on any matters relating to contracts entered into pursuant to this chapter.

(Added by Stats. 1969, Ch. 1372.)