

**RESOLUTION NO. 2557**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD  
AUGUST 10, 2023 THROUGH AUGUST 23, 2023.**

**ACCOUNTS PAYABLE  
CHECK NUMBERS: 45135– 45179**

**PAYROLL  
CHECK NUMBERS: 17294 – 17298**

**WHEREAS**, the City Council of the City of Portola has been fully advised that all such claims and demands are legal obligations of the City; and,

**WHEREAS**, the City Council has fully considered the claims and money demands and payment thereof as set forth below and in "Exhibit A" attached hereto and incorporated herein.

<b>ACCOUNTS PAYABLE:</b>	<b>\$605,861.97</b>
<b>PAYROLL:</b>	<b><u>\$28,014.43</u></b>
<b>TOTAL:</b>	<b>\$633,876.40</b>

**NOW THEREFORE BE IT RESOLVED THAT** all claims and demands represented are just and proper and legal demands or claims against the City of Portola, and the payment of any such demands is approved and authorized.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of August, 2023 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Bill Powers, Mayor

ATTEST:

\_\_\_\_\_  
Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on August 23, 2023.

\_\_\_\_\_  
Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000033	I-202308161552	MCGINLEY & ASSOCIATES SOLID WASTE CONSULTING	R	8/23/2023		1,842.00	045135	1,842.00
000034	I-202308161579	Q&D CONSTRUCTION LLC NORTH LOOP	R	8/23/2023		505,392.79	045136	505,392.79
000048	I-202308161581	PACE ENGINEERING INC SEWER PROF SERVICES	R	8/23/2023		2,506.25	045137	2,506.25
000049	I-202308161580	HERO ENVIRONMENTAL ARPA	R	8/23/2023		2,700.00	045138	2,700.00
0005	I-202308161555	AIRGAS, INC. ACETYLENE/OXYGEN	R	8/23/2023		419.02	045139	419.02
0012	I-202308161548	AMERICAN RED CROSS LIFEGAURD TRAINING	R	8/23/2023		92.00	045140	92.00
0021	I-202308161556	AT&T 800 EMER LINE	R	8/23/2023		4.41	045141	4.41
0027	I-202308161562	BASTIAN ENGINEERING ENGINEERING SERVICES	R	8/23/2023		426.29	045142	426.29
0031	I-202308161544	BECKWOURTH FIRE DISTRICT PGE SETTLEMENT/EQUIP/SUPPLIES	R	8/23/2023		8,324.40	045143	8,324.40
0048	I-202308161547	CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS	R	8/23/2023		35.00	045144	35.00
0054	I-202308161550	CLIFTONLARSONALLEN LLP AUDITING SERVICES	R	8/23/2023		10,950.00	045145	10,950.00
0055	I-202308161565	COATES TIRE CENTER WATER VEH REPAIR	R	8/23/2023		185.34	045146	185.34
0071	I-202308161537	DIV OF THE STATE ARCHITECT ADA REPORTING	R	8/23/2023		45.20	045147	45.20
0086	I-202308161571	FOLCHI LOGGING & CONSTR., INC. WATER EQUIP REPAIR	R	8/23/2023		656.25	045148	656.25
0090	I-202308161576	GRAINGER LDWTP EQUP MAINT/SUPPLIES	R	8/23/2023		438.27	045149	438.27

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0093	I-202308161569	GRIZZLY ELECTRIC/RANDY VERNON POOL BUILDING	R	8/23/2023		337.80	045150	337.80
0096	I-202308161572	HARBOR FREIGHT TOOLS LDWTP EQUIP REPAIR	R	8/23/2023		129.90	045151	129.90
0101	I-202308161558	HUNT & SONS, INC. CITY FUEL CHARGES	R	8/23/2023		3,920.64	045152	3,920.64
0104	I-202308161557	INTEGRITY HEATING AND AIR BUILDING PERMIT REFUNDS	R	8/23/2023		332.00	045153	332.00
0105	I-202308161541	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	8/23/2023		455.80	045154	455.80
0105	I-202308161542	INTERMOUNTAIN DISPOSAL PUBLIC WORKS REFUSE DEC-JUNE	R	8/23/2023		2,171.16	045155	2,171.16
0105	I-202308161543	INTERMOUNTAIN DISPOSAL ARPA	R	8/23/2023		4,908.98	045156	4,908.98
0111	I-202308161578	JEFFERSON SUPPLY COMPANY WATER LINE REPAIR	R	8/23/2023		1,975.44	045157	1,975.44
0122	I-202308161575	KIMBALL MIDWEST POOL SUPPLIES	R	8/23/2023		51.00	045158	51.00
0132	I-202308161561	LEWISPORT USA CONCERTS IN THE PARK SIGN	R	8/23/2023		464.39	045159	464.39
0136	I-202308161560	MANHARD CONSULTING PLANNING SERVICES	R	8/23/2023		2,560.00	045160	2,560.00
0153	I-202308161545	NEVADA SMALL ENGINES STREET EQUIP REPAIR	R	8/23/2023		1,931.01	045161	1,931.01
0154	I-202308161546	NORTHERN CALIFORNIA GLOVES SEWER MATERIALS & SUPPLIES	R	8/23/2023		331.05	045162	331.05
0174	I-202308161554	PLANWEST PARTNERS FEASIBILITY STUDY	R	8/23/2023		2,382.50	045163	2,382.50
0183	I-202308161570	PLUMAS SANITATION, INC LDWTP PROF SESRVICES	R	8/23/2023		1,420.00	045164	1,420.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0188	I-202308161540	PORTER SIMON CORPORATION LEGAL FEES	R	8/23/2023		5,715.00	045165	5,715.00
0195	I-202308161574	RAIN FOR RENT SEWER EMER MANAGEMENT	R	8/23/2023		6,161.91	045166	6,161.91
0198	I-202308161567	RENO HYDRAULIC & REBUILD, INC LDWTP MATERIALS	R	8/23/2023		24.41	045167	24.41
0212	I-202308161573	SIERRA CONTROLS, LLC LDWTP PROF SERVICES	R	8/23/2023		4,285.93	045168	4,285.93
0218	I-202308161566	SILVER STATE ANALYTICAL WATER/WASTE WATER TESTING	R	8/23/2023		932.00	045169	932.00
0220	I-202308161551	SINDEX PRINTING & GRAPHICS PERMIT ENVELOPES	R	8/23/2023		2,000.00	045170	2,000.00
0225	I-202308161538	SONSRAY MACHINERY, LLC EQUIP REPAIR	R	8/23/2023		1,973.71	045171	1,973.71
0225	I-202308161539	SONSRAY MACHINERY, LLC EQUIP REPAIR	R	8/23/2023		7,510.21	045172	7,510.21
0234	I-202308161568	SUPERIOR POOL PRODUCTS, LLC POOL SUPPLIES	R	8/23/2023		10.73	045173	10.73
0235	I-202308161553	SUSAN SCARLETT ACCOUNTING SERVICES	R	8/23/2023		5,000.00	045174	5,000.00
0239	I-202308161559	THATCHER , INC CHEMICALS	R	8/23/2023		9,113.82	045175	9,113.82
0250	I-202308161563	UNITED RENTALS NORTHWEST INC. WATER EMER MANAGEMENT	R	8/23/2023		2,393.56	045176	2,393.56
0256	I-202308161564	USA BLUE BOOK WATER LINE REPAIR/SUPPLIES	R	8/23/2023		1,452.78	045177	1,452.78
0264	I-202308161577	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	8/23/2023		1,630.89	045178	1,630.89
0269	I-202308161549	XEROX FINANCIAL SERVICES XEROX COPIER LEASE	R	8/23/2023		268.13	045179	268.13

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * B A N K T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	45	0.00	605,861.97	605,861.97
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>45</b>	<b>0.00</b>	<b>605,861.97</b>	<b>605,861.97</b>

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	45	0.00	605,861.97	605,861.97
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	45	0.00	605,861.97	605,861.97

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	8/2023	35,695.60CR
207	8/2023	3,030.45CR
208	8/2023	1,176.91CR
215	8/2023	797.50CR
216	8/2023	505,392.79CR
710	8/2023	33,170.59CR
720	8/2023	20,767.23CR
730	8/2023	5,830.90CR
=====		
ALL		605,861.97CR

**RESOLUTION NO. 2558**

REQUESTING COLLECTION OF CHARGES ON TAX ROLL

Whereas the City of Portola (hereinafter "District/City") requests the County of Plumas collect on the County tax rolls certain charges which have been imposed pursuant as a result of the Special Election held in Community Services District No. 1 of the City of Portola on November 6, 1984, pursuant to the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the Government code by the District/City, attached hereto, and

Whereas, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

Now, Therefore, Be It Hereby Resolved by the Board/Council of District/City that:

1. The Auditor-Controller of Plumas County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District/City warrants and represents that the taxes, assessments, fees and/or charges imposed by the District/City and being requested to be collected by Plumas County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The District/City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District/City.
4. The District/City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's/City's of said taxes, assessments, fees and/or charges requested to be collected by County for District/City, or in any manner arising out of District's/City's establishment and imposition of said taxes, assessments, fees and/or charges. District/City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's/City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District/City, including property taxes.
5. The District/City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to District/City by County from any person concerning the District's/City's taxes, assessments, fees and/or charges, and that District/City will not refer such persons to County officers and employees for response.

**RESOLUTION NO. 2558**

6. The District/City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and charges, as provided by Government Code sections 29304 and 51800.

**GC 29304.**

Whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, officer, or body, and the same are to be collected by the county or any county officer, whether acting as a county officer or as an ex officio officer of the city, district, public corporation, officer, or body, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected. An equal part of such charge shall be collected with each installment of such special assessment or special assessment tax and shall be deducted by the county officer collecting the tax and by him be paid into the general fund of the county.

*(Added by Stats. 1957, Ch. 1359.)*

PASSED AND ADOPTED by District/City this 23<sup>th</sup> day of August, 2023, by the following vote on roll call:

AYES            Councilmembers:

NOES            Councilmembers:

ABSENT        Councilmembers:

\_\_\_\_\_  
Mayor Bill Powers

ATTEST:

\_\_\_\_\_  
Deputy City Clerk, Jason Shaw



---	District Tax Code
	50090
Assessment	District Amount
025050054000	12.52
025050056000	137.86
125051005000	17.54
125051052000	12.52
125051085000	12.52
125051086000	12.52
125051087000	10.02
125060012000	12.52
125060014000	6.26
125060016000	17.54
125060017000	12.52
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125139002000	6.26
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**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE CITY OF PORTOLA,  
THE COUNTY OF PLUMAS,  
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

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

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

**1. TERM**

1.1. Effective Dates. This Agreement shall be effective for a period of twelve (12) months from July 1, 2023 through June 30, 2024 unless terminated sooner as provided herein. Portola City Council hereby ratifies, and approves for payment, services provided by PCSO from July 1, 2023, to the date of approval of this Agreement by the City Council.

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

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

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

**2. SCOPE OF SERVICE**

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

- 2.1.1 Enforcement of State statutes;
- 2.1.2 General traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Animal Control Services;
- 2.1.5 In the event the PCSO experiences a shortage of manpower and can not fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and will not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County;
- 2.1.6 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.
- 2.1.7 All law enforcement services provided under this Agreement are subject to the operational standards and policies of PCSO.

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

### **3. REPORTS AND MEETINGS**

3.1 Reports. On a monthly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. At no additional charge to the City, PCSO will, if requested, provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

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

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the

sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

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

#### **4. SCHEDULING OF ASSIGNED DEPUTY**

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

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning performance of services under this Agreement shall be handled and investigated by PCSO.

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

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

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

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

## 6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall compensate the County of Plumas a sum of \$130,000.00 (one hundred and thirty thousand dollars for the law enforcement and PCSO for the services rendered provided under this Agreement. Payment shall be made no later than 30 days after the City receives COPS funding from the State of California remitted through the County, typically in January, April, and July.

### 6.2 Credits.

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

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

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

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

## 7. INDEMNIFICATION

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

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

7.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4. Joint Defense. Notwithstanding section 7.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

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

## **8. SUBROGATION**

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

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

## **9. RIGHT TO AUDIT RECORDS**

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

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

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is



consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of COPS and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code.

#### **11. SPECIAL EVENT SERVICES**

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

#### **12. INTERNAL POLICIES**

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

#### **13. AMENDMENTS**

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

#### **14. NOTICES**

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

**County**

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

**City**

City Manager  
PO. Box 1225  
Portola, CA 96122

**PCSO**

Todd Johns, Sheriff  
PO. Box 1106  
Quincy, CA 95971

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

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

**15. SEVERABILITY**

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

**16. ENTIRE AGREEMENT**

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

**17. NO OBLIGATIONS TO THIRD PARTIES**

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

**18. CONSTRUCTION OF AGREEMENT**

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

**19. ADDITIONAL DOCUMENTS AND AGREEMENTS**

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

**20. ASSIGNMENT/DELEGATION**

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

**21. DISPUTE RESOLUTION**

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

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY OF PORTOLA**

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

Title: City Manager

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

ATTEST:

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

Title: City Clerk

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

Title: Mayor, City of Portola

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

Approved as to Form:

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

Title: City Attorney

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

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

Title: Sheriff

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

ATTEST:

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

Title: Clerk of the Board

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

Title: Chair of the Board of Supervisors

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

Approved as to Form:

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

Title: County Counsel