

## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF  
SEPTEMBER 7, 2021 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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 limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. 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](#)

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

### **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](mailto: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** – Dr. Dana Loomis  
Report and update on COVID-19; receive report and discussion
2. **DISASTER RECOVERY OPERATIONS** - Dennis Schmidt  
Report and update Dixie Fire Recovery efforts; receive report and discussion
3. **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. **BEHAVIORAL HEALTH**
    - 1) Approve and authorize the Behavioral Health Director to sign agreement between Plumas County Behavioral Health Department and California Mental Health Services Authority (CalMHS) in contracting with the California Department of State Hospitals (DSH) for access and use of the state hospital beds for a funding not to exceed \$1,402.00 per bed, per day for fiscal year 2021/22; approved as to form by County Counsel [View Item](#)
    - 2) Approve and authorize the Chair to sign agreement between Plumas County and Languagers Inc. ; to provide language interpretation, and translation services both verbally and written; not to exceed \$9,999.00; approved as to form by County Counsel [View Item](#)
  - B. **CLERK OF THE BOARD**  
Approve Board minutes for August 2021 [View Item](#)
  - C. **FACILITY SERVICES**
    - 1) Approve and authorize the Chair to sign agreement between Plumas County and KJ's Cleaning Service for custodial services and facility rental management in Chester; not to exceed \$36,682.88; Approved as to form by County Counsel [View Item](#)
    - 2) Approve and authorize the Chair to sign agreement between Plumas County and Frasure & Son Cleaning for custodial services at county facilities located in Portola; not to exceed \$12,000.00; approved as to form by County Counsel [View Item](#)
    - 3) Authorize Facility Services to waive fees for use of the County Courthouse by the Quincy Chamber of Commerce for the 2021 Annual Safe Trick or Treat; and the 2021 Annual Sparkle [View Item](#)
    - 4) Authorize Facility Services to waive Chester Park rental fee for one time use by Carol Franchetti and the Sierra Institute for a Benefit dinner to help Dixie Fire Victims from Greenville and Canyon Dam on September 11, 2021 [View Item](#)
    - 5) Approve and Authorize the Chair to sign agreement between Plumas County and Sierra Buttes Trail Stewardship, for trail work on the Beckwourth Peak Trails Project; not to exceed \$65,000.00; project funded by the State of California, Department of Parks and Recreation; approved as to form by County Counsel [View Item](#)
    - 6) Approve and authorize the Chair to sign agreement between Plumas County and Sierra Buttes Trail Stewardship for regular county trail maintenance; not to exceed \$47,375.00; approved as to form by County Counsel [View Item](#)
    - 7) Authorize no contract payment to Towne Carpet for services rendered; furnish and install of new carpeting in one office & closet; in the amount of \$1,644.00 [View Item](#)

8) Authorize the Chair to sign agreement between Plumas County and Heat Transfer Systems, for inspections, maintenance, and repair; not to exceed \$12,000.00; approved as to form by County Counsel [View Item](#)

**D. PLANNING**

- 1) Approve and authorize the Chair to sign Letter of Support to the Plumas County Resource Advisory Committee on behalf of the Plumas County Fire Safe Council Coordination Support Grant Funding Application. [View Item](#)
- 2) Approve and authorize the Chair to sign First Amendment to Agreement between Plumas County and Smile Business Products; Scott Tanner Business Equipment wishes to assign the agreement to Smile Business Products effective May 26, 2021, all other provisions of the agreement remain unchanged; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Planning Department to refund a portion of fee for Special Use Permit to Borden Property Management, LLC., due to withdraw of application; not to exceed \$757.00 [View Item](#)

**E. PROBATION**

Approve and authorize the Chair to sign agreement between Plumas County and Redwood Toxicology, to provide laboratory drug testing services; not to exceed \$70,000.00; approved as to form by County Counsel [View Item](#)

**F. PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign the Memorandum of Understanding between Plumas County and the California Public Health Corps for the Training and Pathways Program Trainees, all funding for this program is paid by CDPH; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign a Modification of Agreement between Plumas County and Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency, for fiscal year 2020-2021 not to exceed \$32,963.80, approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign agreement and ratify payments to date, between Plumas County and Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency; not to exceed \$27,963.80; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign the following agreements related to the Hospital Preparedness Program for Fiscal Year 2021-2022; and ratify agreement effective July 1, 2021, approved as to form by County Counsel. [View Item](#)
  - Northern California Emergency Medical Services; not to exceed \$11,225.40
  - Eastern Plumas Healthcare; not to exceed \$4,000.00
  - Plumas District Hospital; not to exceed \$4,000.00
  - Seneca Hospital District; not to exceed \$4,000.00.

**G. PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment No. 14 of Agreement between Plumas County and Bender Rosenthal Inc., for Right-of-Way Acquisition Services for the Lights Creek Bridge Rehabilitation Project; not to exceed \$25,730.00; approved as to form by County Counsel

[View Item](#)

## H. **SHERIFF**

Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office (PCSO) and Lake Almanor Towing; to provide vehicle towing and recovery; not to exceed \$20,000.00; approved as to form by County Counsel [View Item](#)

## **SPECIAL DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS**

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

### **Convene as the Flood Control & Water Conservation District Governing Board**

#### 4. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – John Mannie

Adopt **RESOLUTION** authorizing the submittal of Flood Maintenance Assistance Program Grant application; and approve and authorize the Chair to sign the Operations, Maintenance, Repair, Rehabilitation & Replacement agreement, and funding agreement; approved as to form by County Counsel; discussion and possible action [View Item](#)

### **Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Beckwourth Community Service Area Governing Board**

#### 5. **BECKWOURTH COMMUNITY SERVICE AREA** – John Mannie

A. Authorize a request to the County of Plumas to Borrow up to \$20,000.00 from the General Fund to fund 0206, to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the CSA to evidence the loan and receive its proceeds; [View Item](#)  
B. Appropriate the proceeds of the loan described above to Fund 0206 as provided to the attached budget request for Budget Transfer; discussion and possible action **Four/fifths required roll call vote**  
[View Item](#)

### **Adjourn as the Beckwourth Community Service Area Governing Board and reconvene as the Board of Supervisors**

## 6. **DEPARTMENTAL MATTERS**

### A. **ENGINEERING** – John Mannie

Approve a loan from the General Fund to the Beckwourth Community Services Area for up to \$20,000.00 to be repaid with interest at the Plumas County pooled funds rate; and authorize the Manager to request the loan, and sign any documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; discussion and possible action **Four/fifths required roll call vote** [View Item](#)

### B. **ASSESSOR** – Cynthia Froggatt

Authorize the County Assessor to recruit and fill, Part-Time/ Extra-Help, Auditor-Appraiser I/II/III or Fiscal and Technical Services Assistant; discussion and possible action [View Item](#)

**C. FACILITY SERVICES** – Kevin Correira

Approve and authorize the Chair to sign a three year contract between Plumas County Facility Services and Bobs Janitorial for custodial services; not to exceed \$187,410.20; discussion and possible action

[View Item](#)

**D. PUBLIC HEALTH** – Dr. Dana Loomis

- 1) **Conduct a Public Hearing 10:00 A.M.**: Introduce and waive first reading of an ORDINANCE Adding Chapter 10 to Title 2 of the Plumas County Code Pertaining to Partnership HealthPlan of California Commission. **Roll call vote** [View Item](#)

**E. COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and the City of Portola regarding the Collaborative effort in the application process of the CDBG 2&3 grant application; approved as to form by County Counsel; discussion and possible action [View Item](#)
- 2) Adopt **RESOLUTION** supporting the CDBG CV 2&3 grant application for Small Business Grants Program and Career Development Program; approved as to form by County Counsel; discussion and possible action **Roll call vote** [View Item](#)

**7. 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

**8. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (2 cases)
- B. 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
- C. Conference with Legal Counsel: Claim against the County filed by Eric Armstrong (PST) on August 24, 2021
- D. Conference with Legal Counsel: Existing litigation In Re Mallinckrodt PLC., et al., Case No. 20-12522 (JTD) (Bankr. Del.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, September 14, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

3A(1+2)

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

---

Director Tony Hobson, Ph.D.



DATE: September 7, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director *(Signature)*

SUBJECT: Agenda Request

### RECOMMENDATION

1. It is respectfully requested the Board of Supervisors authorize Behavioral Health Director to sign an Agreement Amendment for State Hospital Beds.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$9999.00 Agreement with Languagers Inc.

### Background and Discussion

1. This amendment extends the current agreement term another year. Collaborating with California Mental Health Services Authority (CalMHSA), in contracting with the California Department of State Hospitals (DSH) for access and use of state hospital beds for a funding amount not to exceed \$1402.00 per bed, per day for fiscal year 2021/22.
2. During the terms of this Agreement, Languagers Inc. agrees to provide Behavioral Health with American Sign language interpretation, other language interpretations and translations verbally and or written into English, and or other languages as assigned.

**No county general funds are used for any of the above programs and staffing.  
County Counsel has reviewed and approved all above agreements.**

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT AMENDMENT  
COVER SHEET

1. Plumas County ("Participant") desires to participate in the Program identified below.  
Name of Program: State Hospitals Program
2. This Participation Agreement Amendment extends the current term for one additional fiscal year, from 7/1/2021 to 6/30/2022, for a funding amount not to exceed \$1,402 per bed, per fiscal year, unless the county does not procure any beds, commencing FY 2020-21.
3. All other terms of Participation Agreement 455-2019-SHP and 455-2019-SHP-A1 shall remain in full force and effect.
4. Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_

Name (Printed): Amie Miller, PsyD., LMFT \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

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

**Participant: PLUMAS COUNTY**

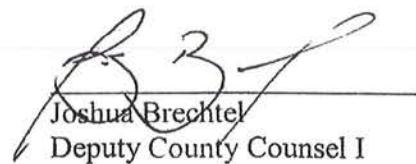
Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

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

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

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

8/19/2021

### 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 Behavioral Health Department (hereinafter referred to as "County"), and Languagers INC, (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 \$9,999.00
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier pursuant to Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Languagers INC, from July 1, 2021, 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.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

County:

Tony Hobson, Ph.D., Director  
Plumas County Behavioral Health  
270 County Hospital Road., Suite 109  
Quincy, CA 95971

Contractor:

Languagers INC.  
Eunsook Uh  
2Park Ave Suite 2018  
New York, NY 10016

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. 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 or to the State Auditor upon the request of either the State Auditor 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.

26. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

27. The Business Associate Agreement by and between the parties attached hereto is made a part of this Agreement by this reference.

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

**CONTRACTOR:**

**COUNTY:**

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

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

Name: Eunsook Uh  
Title: President  
Date signed:

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

Name: Tony Hobson, Ph.D.,  
Title: Behavioral Health Director  
Date signed:

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Jeff Engel

Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Heidi Putnam

Title: Clerk, Board of Supervisors  
Date signed:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/18/2021

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Languagers INC., referred to herein as Business Associate (“BA”), dated July 1, 2021.

### **RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### **1. Definitions**

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal

responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

**b. Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

**c. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

**d. Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section

164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

**h. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**i. Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

**j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**k. Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

**l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**m. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**n. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### 3. Termination

**a.. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I))]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

### 6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as

is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

## **7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

## **8. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## **9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

**COVERED ENTITY**

Name: Tony Hobson Ph.D., Director  
Title: Behavioral Health Director  
Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

Name: Eunsook Uh  
Title: President  
Address: 2 Park Ave Suite 2018  
New York, NY 10016  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

During the Term of this Agreement, Languagers shall provide the following services:

Interpretation. Languagers agrees to act as an interpreter for Behavioral Health including but not limited to verbal and American Sign language into English or other languages.

Translation. Languagers agrees to act as translator for Behavioral Health wishing to have written documents translated into English or other languages as applicable, in written form.

Languagers is a company that will provide Plumas County Behavioral Health with Interpretation and Translation Services, on an as needed basis and at Behavioral Health's discretion. Languagers may, without penalty, decline to accept any offered assignment from Behavioral Health.

**EXHIBIT B  
SCHEDULE OF FEES  
SEE ATTACHMENT**

In consideration of the services to be rendered pursuant to this Agreement, Plumas County Behavioral Health shall pay Languagers the fees set forth on Exhibit A attachment. All fees shall be due and payable within thirty 30 days of Behavioral Health receipt of each invoice for services rendered. Any past due amount may be assessed a late fee of 5% of the remaining balance. An additional 2%, compounding, late fee will be added every additional 30 days the invoice is outstanding.

# EXHIBIT "B"



Phone (800) 527-3001 | team@languagers.com

Professional  
Interpreters  
in 350 Languages  
24/7, 365 Days

## Pricing

Language	Phone/Video or On-Site	Rate	Minimum	Industry
Spanish	Phone/Video Interpreting - On-Demand (without scheduling)	\$0.95/Minute for Phone, \$0.97/Minute for Video,	5-Minute Minimum for On-Demand	Medical, Specialized, Non-Legal
Foreign Languages other than Spanish	Phone/Video Interpreting - On-Demand (without scheduling)	\$1.27/Minute for Phone, \$1.29/Minute for Video,	5-Minute Minimum for On-Demand	Medical, Specialized, Non-Legal
American Sign Language (ASL)	Video Interpreting - On-Demand (without scheduling)	\$1.65/Minute 8am-8pm EST Mon-Fri, and \$2.49/Minute Outside of 8am-8pm EST Mon-Fri & Holidays.	5-Minute Minimum for On-Demand	Medical, Specialized, Non-Legal
Spanish	Phone/Video Interpreting - Scheduled	\$69/Hour for Phone/Video	1 Hour Minimum for Scheduled	Medical, Specialized, Non-Legal
Foreign Languages other than Spanish	Phone/Video Interpreting - Scheduled	\$89/Hour for Phone/Video	1 Hour Minimum for Scheduled	Medical, Specialized, Non-Legal
American Sign Language (ASL)	Video Interpreting - Scheduled	\$93/Hour	1 Hour Minimum for Scheduled	Medical, Specialized, Non-Legal
Spanish	On-Site Interpreting - Scheduled	\$79/Hour	2-Hour Minimum	Medical, Specialized, Non-Legal
Foreign Languages other than Spanish	On-Site Interpreting - Scheduled	\$95/Hour	2-Hour Minimum	Medical, Specialized, Non-Legal
American Sign Language (ASL)	On-Site Interpreting - Scheduled	\$107/Hour	2-Hour Minimum	Medical, Specialized, Non-Legal
<ul style="list-style-type: none"> <li>[Phone/Video Interpreting] No Set-up Fee and No Monthly Fee for our Telephonic and Video System.</li> </ul>				
<ul style="list-style-type: none"> <li>[Phone/Video Interpreting] Dialing and hold time don't get charged. Pay per actual usage over minimum for On-Demand.</li> </ul>				
<ul style="list-style-type: none"> <li>[Phone/Video Interpreting] Conference in 3rd/4th parties: additional \$0.05 per minute.</li> </ul>				
<ul style="list-style-type: none"> <li>[Phone/Video Interpreting] For scheduled interpreting, assignments that exceed the scheduled time are charged in 15-minute increments for all languages.</li> </ul>				
<ul style="list-style-type: none"> <li>[Phone/Video Interpreting] Additional 10% for job scheduled before 8:00AM and after 5:00PM in local time, or Weekends and Holidays, or Same Day Request, or Rush Job Request after 5:00 PM for the following day job.</li> </ul>				
<ul style="list-style-type: none"> <li>[Phone/Video Interpreting] Client No Shows will be charged for the entire scheduled duration at the regular rate.</li> </ul>				
<ul style="list-style-type: none"> <li>[On-Site] Mileage charged at \$0.56 per mile based on the 2021 Federal Reimbursement Tax Guidelines.</li> </ul>				
<ul style="list-style-type: none"> <li>[On-Site] Parking and Toll Fees are charged; if applicable.</li> </ul>				

- [On-Site] Service provided in excess of the minimum will be charged in 15-minute increments for all languages.
- [On-Site] Travel time is charged if it is over 1 hour round trip from the interpreters home at \$49 per hour for actual travel times over 1 hour for all languages. (Rand McNally will be used to determine mileage and travel.)
- [On-Site] Additional 10% for job scheduled before 8:00AM and after 5:00PM in local time, or Weekends and Holidays, or Same Day Request, or Rush Job Request after 5:00 PM for the following day job.
- [On-Site] if the job is for weekend night shift after 5:00 PM, an additional 20% from the pricing in the above chart.
- [On-Site] Client No Shows will be charged for the entire scheduled duration at the regular rate.

### Cancellation Policy

[Phone/Video Interpreting] Any scheduled hours or assignment charged in full for cancellations made less than 24 hours from the start time.

[On-Site] Any scheduled hours or assignment charged in full for cancellations made less than 24 hours from the start time.

[On-Site] Any scheduled hours or assignment charged in half of the scheduled duration for cancellations made less than 48 hours from the start time.



Phone Interpreters



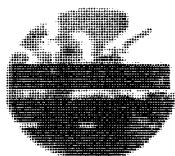
Video Remote  
Interpreters



On-Site  
Interpretation



American Sign  
Language



CART Real-Time  
Captioning



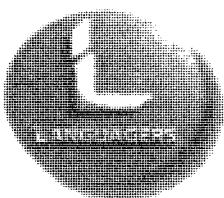
Transcription



Document  
Translation

## Why Choose Us

Our goal is to provide the best possible services for accurate professional interpretation and translation



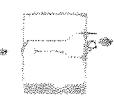
350 Languages are supported 24/7 by professional interpreters worldwide. You will be connected to an industry-specific interpreter who meets your required qualifications and training hours.



It takes seconds to be connected. When you call for phone interpretation, one of our professional interpreters will pick up your call in seconds any time.



Each interpreter is pre-selected and validated with background checks to evaluate their language proficiency, education, interpreting experience and professional certifications and associations.



Technology Features: Mobile APP, Texting, Automatic Analytical Tools, Call Reporting, Tracking, Usage Data, Service-Level Data and Automatic Accounting

Simple Set-Up: No Equipment is Necessary. Use your Computer, Mobile, Tablet or Landline Phones of your choice with our software and services.

**Certified Interpreters  
in Seconds**

www.interpreters.com

350 Languages, 24/7

1 (800) 527-3001



OFFICE WITH HIGH RESOURCES, IN-BOX AND DEDICATED CONNECTIONS.



Medical, Healthcare, Insurance, Legal, Government, Education and Business. We are assisting many industries anywhere in the World.



We are compliant with HIPAA (Health Insurance Portability and Accountability Act of 1996) and all your information and data shall be kept confidential.



Our Clever Reconnect Technique will reconnect you to the same interpreter as a priority taking the network status into consideration if calls drop for any reason.



Interactive Voice Recognition can be set up to have the system understand your verbal commands, so you don't need to click to select languages you want.



Quickbooks™ can be integrated within the system; both in your computer and online for easy accounting to all users.



We are using an SSL (Secure Sockets Layer) certificate for internet securities to keep all information confidential. All of your calls shall remain confidential.



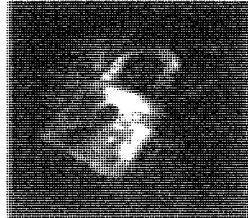
## LANGUAGERS

[www.languagers.com](http://www.languagers.com)

2 Park Avenue, Suite #2018, New York NY 10018 | Phone (800) 527-3001 | Fax (646) 357-1278 | [info@languagers.com](mailto:info@languagers.com)

## LANGUAGERS

Languagers Inc  
Phone (800) 527-3001  
Fax (646) 357-1278  
[team@languagers.com](mailto:team@languagers.com)  
[www.languagers.com](http://www.languagers.com)



# SECURITY IS OUR PRIORITY

Using an industry-leading system enables us to provide secured and scalable interpretation services anywhere with an internet connection or phone line.

## ACCESSIBILITY

Guaranteed 99.95% monthly uptime for communication services across multiple regions, with multiple fallback endpoints allowing calls that are unable to continue to seamlessly carry over to a fallback line.

Real Time Communication Enables audio and video communication to web browsers (Chrome

Firefox, Microsoft Edge) and mobile browser, Safari.  
Minimum Bandwidth - 400kb/s for Audio, 1MB/s for Video.

## PRIVACY

File Encryption - Transparent Data Encryption encrypts data at the file level and protects the encryption keys with certificates to prevent exposure of stored data.

Field Encryption - 256-bit version of SHA encrypts database fields including email addresses, address information, phone numbers and patient personal identifiers.

Communication Encryption - All endpoints for communication are fully encrypted with TSL/SSL

Access Security Access to stored data is granted on a "need to know" basis and uses the principle of "least privilege" through appropriate roles; server infrastructure is only available through secure VPN, infrastructure is not internet accessible, requests are encrypted using https 443, use of cloud based SMTP service to implement spam filtering and anti-virus measures.

## INFRASTRUCTURE

Our infrastructure is solely managed through cloud-based, highly scalable data centers. The application is designed and managed in alignment with the best security practices and a variety of IT security standards as well as industry-specific standards including HIPAA and Cloud Security Alliance

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

**I. PROVIDER CERTIFICATION**

A. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential requirement of this Agreement. After the certification date, should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

C. Contractor is subject to DMH Letter No. 10-05 dated 9-3-10 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

1. MHPs must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.
2. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

3. MHPs shall also provide notice regarding the authority of the California Department of Health Care Services (“DHCS”) to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

**II. BENEFICIARY ELIGIBILITY**

Contractor shall maintain and implement policies and procedures to ensure a client is a Plumas County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary’s status has changed since the last service. Additional services may be provided only with the Director’s written authorization based on individual case treatment/service needs.

**III. PATIENT RIGHTS**

The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient’s rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part 1, Chapter 2, Article 7, Section 5325.1.

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, “Beneficiary Problem Resolution Processes,” and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor’s beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor’s rendering of services pursuant to this Agreement may also be investigated by the County’s or Contractor’s Patients’ Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <https://www.plumascounty.us/DocumentCenter/View/18099/Guide-to-Medi-Cal-Mental-Health-Services?bId=>

1. State DHCS Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department of Mental Health (DMH) Letter number 01-07.
3. County Mental Health Plan Provider Directory.

E. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary's name
2. Grievant or Appellant's Name, if different
3. Date of receipt of grievance or appeal
4. Nature of the problem
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem
6. The date the decision was given to the beneficiary and to grievant or appellant, if different

Contractor shall forward the above information regarding any grievance to the County as it occurs.

H. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

**IV. MEDICAL NECESSITY CRITERIA**

Contractor will provide both billable and non-billable services under this agreement. Clients receiving Medi-Cal billable services must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, the client must be referred to the appropriate level of service consistent with their behavioral health condition. Further, prolonged services provided to individuals determined to not meet medical necessity will be denied.

**V. ASSESSMENT**

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

- A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.
- B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.
- C. Documentation describes client strengths in achieving Client Plan goals.
- D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
- E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
- F. Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.
- G. A mental health history is documented, including previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
- H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
- I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
- J. A relevant mental status examination is documented.
- K. A complete diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or a diagnosis from the International Classification of Diseases (ICD, Version 10), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.
- L. Include the following:
  - 1. Functional impairments
  - 2. Medical necessity criteria re: evidence of Severe Emotional Disturbance or Severe Mental Illness
  - 3. Mental status examination
  - 4. Signature of clinician (co-signature if not licensed)

The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

**VI. CLIENT PLANS**

- A. Have specific observable and/or quantifiable goals identified in cooperation with the client.
- B. Identify the proposed type(s) of intervention.
- C. Have a proposed duration of intervention(s).
- D. Are signed by:
  - 1. The person providing the service(s), or

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

2. A person representing a team or program providing services, or
3. A person representing the Contractor providing services.
4. The client, except when client refuses or is unavailable.

E. The Client Plan must be signed or co-signed by one of the following approved staff categories:

1. Licensed Physician
2. Licensed/Waivered Psychologist
3. Licensed/Waivered Clinical Social Worker
4. Licensed/Waivered Marriage, Family and Child Counselor
5. Registered Nurse
6. Other staff approved by Director

F. Individual or group providers are required to be licensed.

G. In addition,

1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
2. Client Plans are consistent with the diagnoses.
3. The focus of intervention is consistent with the Client Plan goals.
4. An individualized Client Plan is required for each client.
5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
7. The client will receive a copy of the plan upon request, which include the following:
  - a) Tentative discharge plan
  - b) Indication whether the client is a Long-Term client or not
  - c) Client's strengths
  - d) Client's significant support persons
  - e) Goals must be consistent with client's diagnosis and functional impairments
8. Contractor must ensure all information provided in the Client Plan is included in client's electronic health record.

**Frequency/Timeliness of Client Plan:**

1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
3. Client Plans for consumers who receive only Medication Services are to be updated annually.
4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
6. End date is 6 months to the calendar day (i.e., if 1/12/14 is the start date then 7/11/14 is the end date). The subsequent plan must be signed and dated by

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

7/11/14 to avoid providing services without a plan in effect.

7. If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

**VII. PROGRESS NOTES**

County requires a progress note section in the client record and that a client record contain the following information:

- A. Timely documentation of relevant aspects of client care.
- B. Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.
- C. All entries must include the signatures of the person providing the service, professional degree or licensure or, job title.
- D. All entries must include the date service(s) were provided.
- E. Documents referrals to community resources and other agencies, when appropriate.
- F. Documents for follow-up care or, as appropriate, a discharge summary.
- G. Documentation of progress towards Client Plan goals.
- H. Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

**Frequency of Progress Notes:**

- A. Every planned or scheduled service contact:
  - 1. Mental Health Services
  - 2. Collateral Services
  - 3. Medication Support Services
  - 4. Crisis Intervention
  - 5. Case Management/Brokerage
- B. Each shift:
  - 1. Crisis Residential
  - 2. Crisis Stabilization
- C. Daily and weekly summary:
  - 1. Day Treatment Intensive
- D. Weekly summary:
  - 1. Day Rehabilitation
  - 2. Adult Residential
- E. Other:
  - 1. For Psychiatric Health Facility notes are due each shift
  - 2. All entries to the beneficiary record shall be legible.
  - 3. All entries in the beneficiary record shall include:

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

- a) The date of service;
- b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
- c) The date the documentation was entered in the beneficiary record.

4. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.

**Timeliness of Progress Notes:**

- A. Progress Notes shall be written or dictated within 72 hours of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide.
- B. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.
- C. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.

**VIII. PROGRAM INTEGRITY**

**A. Compliance Program**

The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
5. Effective lines of communication between the CO and the organization's employees.
6. Enforcement of standards through well-publicized disciplinary guidelines.
7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

**B. Fraud Reporting Requirements**

a. The Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County about the following:

- a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
- b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
- c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
- d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)

2. For the purposes of this section, prompt reporting means within 5 business days and to the PCBH Quality Management Unit via email to: [PLUMASQICONCERNS@PCBH.SERVICES](mailto:PLUMASQICONCERNS@PCBH.SERVICES) Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.

3. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the County, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

4. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

5. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

**C. Service Verification**

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

**D. Required Disclosures**

1. As delineated in Exhibit H of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents, and

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

individual providers, information regarding:

- a. 5% or more ownership interest;
- b. persons convicted of crimes;
- c. business transactions

2. The County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.

3. The County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

## EXHIBIT D—TERMS AND CONDITIONS

### **I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY**

- A.** Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.
- B.** In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

### **II. PERSONNEL; PERFORMANCE STANDARDS**

- A.** Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.
- B.** Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.
- C.** Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.
- D.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.
- E.** Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

### **III. RECORDS, RETENTION, REVIEW, ETC.**

- A.** Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

## EXHIBIT D- TERMS AND CONDITIONS

**B.** Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

**C.** If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit C. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

**D.** All patient records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
4. until the patient's 28<sup>th</sup> birthday, if the patient was treated and discharged while they were a minor; or
5. if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

**E.** In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

**F.** Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for

## EXHIBIT D- TERMS AND CONDITIONS

inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

**G.** Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

**H.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

### IV. REPORTS

**A.** Contractor shall submit to County the following listed reports when request to do so by the Behavioral Health Director. Contractor shall make further reports as may be reasonably requested by the Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All following reports must be submitted, within a reasonable time, when requested to do so by the Director.

**B. Practitioner Information Report:**



**NPI/License List**

Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Plumas County Behavioral Health. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.



**Practitioner ID Request Form**

A complete Practitioner ID Request Form, which is available on the Plumas County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application.

The Practitioner ID Request form and accompanying documentation must be submitted to Plumas County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to:

**PLUMASQICONCERNNS@PCBH.SERVICES**

## EXHIBIT D- TERMS AND CONDITIONS

### **C. Program Report:**

#### Performance Outcome Measures (POM)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. Contractor shall make these data and reports available to the County.

Submit the Performance Outcome Measures electronically via email to [PLUMASQICONCERNNS@PCBH.SERVICES](mailto:PLUMASQICONCERNNS@PCBH.SERVICES)

### **D. Expenditure Reports**

#### *1. Contract Expenditures*

a. Mid-Year: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31<sup>st</sup>.

b. End of Year: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31<sup>st</sup>.

Submit the Contract Expenditures reports electronically via email to [cshannon@pcbh.services](mailto:cshannon@pcbh.services)

### **E. Fiscal Year Annual Reports**

#### *1. Annual Training Report*

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff.

Due date: July 31, following the completion of a fiscal year

#### *2. Aggregated Staff and Volunteer Ethnicity Survey*

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report

Due date: November 30, following the completion of a fiscal year

#### *3. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)*

Due date: July 31, following the completion of a fiscal year

#### *4. Certified Mental Health Cost Report*

Due date: October 31, following the completion of a fiscal year

#### *5. Certified Audited Financial Reports*

Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent to:

Submit all annual reports electronically via email to:  
[cshannon@pcbh.services](mailto:cshannon@pcbh.services)

## EXHIBIT D- TERMS AND CONDITIONS

The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Plumas County Behavioral Health  
270 County Hospital Road, Suite 109  
Quincy, CA 95971  
Attn: Cost Report

### V. AUDITS

**A.** Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for **10 years** from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).)

Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Any failure or refusal by Contractor to permit access to records by the County, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

**B.** Should Contractor expend five hundred thousand dollars (\$500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

## EXHIBIT D—TERMS AND CONDITIONS

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(h), W&I Code shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to Section 5778(g), W&I Code, against any funds held by the County on behalf of the Contractor.

## VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not costeffective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

E. Contractor shall implement practices and protocols that are inclusive and responsive to

## EXHIBIT D- TERMS AND CONDITIONS

the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

F. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

G. Language Access and Translation Requirements

1. "Threshold Language" pursuant to the Dymally-Alatorre Bilingual Services Act and "Prevalent Language" pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County's Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.

a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)

b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)

c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)

d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)

i. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)

ii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 CFR § 438.10(d)(3).)

iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code

## EXHIBIT D- TERMS AND CONDITIONS

Regs., tit. 9, § 1810.410, subd. (e), para. (4.).

e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d)).

### VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

### VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable.

### IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal

## **EXHIBIT D- TERMS AND CONDITIONS**

Regulations Parts 160, 162, 164 and 205, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”).

**B.** Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, Part 2 Regulations.

**C.** Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

### **X. DISPUTES**

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor’s original written notice.

### **XI. APPLICABLE LAWS, REGULATIONS, ETC.**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in Plumas County Superior Court located in Quincy, California.

### **XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT**

**A.** Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of

**EXHIBIT D- TERMS AND CONDITIONS**  
Regulations (CCR). Section 7285 et seq.).

**XIII. ADMISSION POLICIES AND PATIENTS' RIGHTS**

- A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.
- C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.
- D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

**XIV. CONFLICT OF INTEREST**

- A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

**XV. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

**XVI. STATUS OF CONTRACTOR**

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

## **EXHIBIT D- TERMS AND CONDITIONS**

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

## **XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS**

**A.** Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care

## EXHIBIT D—TERMS AND CONDITIONS

program.

**B.** Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

**C.** Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

**D.** Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers, officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

**E.** Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

### **F. DEBARMENT AND SUSPENSION CERTIFICATION**

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

## EXHIBIT D- TERMS AND CONDITIONS

- e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

## XVIII. FALSE CLAIMS ACT

Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

## XIX. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the

## **EXHIBIT D- TERMS AND CONDITIONS**

parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

### **XX. AMENDMENT**

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

### **XXI. WAIVER**

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

### **XXII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XXIII. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

### **XXIV. COST SETTLEMENT**

**A. If the Contractor provides mental health services as defined in CCR Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.**

**B. The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, and County Maximum Allowance (CMA) or approved Negotiated Rate. If actual cost is MORE than the CMA, the contractor will incur a loss, and if the CMA is LESS than the cost, then the amount of excess payment beyond cost must be returned to the County when cost settlement occurs.**

## EXHIBIT D- TERMS AND CONDITIONS

C. In the event that Contractor's per unit rates in the Cost Report are less than the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice, unless an alternate repayment agreement is structured in writing and approved by the Health and Human Services Agency Director.

D. Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed.

E. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.

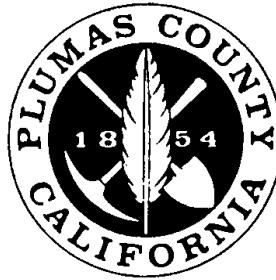
F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.

G. This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.

H. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.

I. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.

J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.



## Item 3B

### **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

#### **ADJOUNDED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 3, 2021**

---

### **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 limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. 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](#)

#### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

## **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](mailto:Public@countyofplumas.com)

10:00 A.M.

### **CALL TO ORDER/ROLL CALL**

#### **Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Ceresola, Supervisor Goss, Supervisor Engel.

### **PLEDGE OF ALLEGIANCE**

Marcy DeMartile leads the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

1. DIRECTOR OF ENVIRONMENTAL HEALTH ROB ROBINETTE – URGENCY ITEM TO ADD SUPPORT ENVIRONMENTAL HEALTHS APPLICATION FOR ASSISTANCE IN PHASE 1 AND PHASE 2 TOXICS AND DEBRIS REMOVAL ASSISTANCE FROM PROPERTIES AFFECTED THE BECKWOURTH COMPLEX AND DIXIE FIRES

#### **Four/fifths roll call vote**

**Motion:** Add this matter as an Urgency Item because the need for action was not apparent prior to the posting of the agenda.,, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

2.  Approve and authorize the Chair to sign a letter of support of Environmental Healths application for assistance in Phase 1 and Phase 2 Toxics and debris removal assistance from properties affected by the Beckwourth Complex and Dixie Fires; approved as to form by County Counsel; discussion and possible action

#### **Roll call vote**

**Motion:** Approve and authorize the Chair to sign a letter of support of Environmental Health application for assistance from Cal-OES, for Phase 1 and Phase 2 Toxics and debris removal assistance from properties affected by the Beckwourth Complex and Dixie Fires, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.



### **PUBLIC COMMENT OPPORTUNITY**

Pastor George offered prayer.

The County DA – David Hollister gave an update regarding the postponement of court dates due to the Local State of Emergency



## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Brief announcement by the District Attorney, David Hollister – gave a briefing regarding the postponement of scheduled Court Dates due to the Dixie and Fly Fires – which were declared a local emergency.

## **ACTION AGENDA**

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
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**.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

**A. BEHAVIORAL HEALTH**

- 1) Adopt **RESOLUTION No. 21-8610** approving the Mental Health Services Act (MHSA) Program and expenditure plan for 2020-2023, and authorize the Director of Behavioral Health to submit the plan to California Department of Health Care Services and sign related documents as the County's Administrator of this MHSA Plan; approve as to form by County Counsel
- 2) Authorize no contract payment to Gary C. Ernst, for continued follow up work on 17 MHSA audit finding and reports; invoice not to exceed \$6,480.00; any costs associated with this matter are covered by a combination of Federal and State Funds
- 3) Authorize no contract payment to Dr. Manolito B. Fidel, for mental health specialty services provided; invoices not to exceed \$1,750.00; any costs associated with this matter are covered by a combination of Federal and State Funds

**B. CLERK OF THE BOARD**

Approve Board minutes for July 2021

**C. COUNTY COUNSEL**

Adopt **RESOLUTION No. 21-8611** amending Resolution 20-8543 approving Conflict of Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; approved as to form by County Counsel

**D. ENVIRONMENTAL HEALTH**

Approve and authorize the Chair to sign renewal agreement Between Plumas County and Accela; for continued use of the Envision database software, for one year term 07/01/2021 – 06/30/2022; not to exceed \$9,574.22; approved as to form by County Counsel

**E. LIBRARY**

Approve and authorize the Librarian to accept the donation a bookcase, garden dirt and a new garden hose from Friends of the Portola Branch Library, a charitable organization; donated items are equivalent to \$131.16

**F. PUBLIC HEALTH**

- 1)
  - A. Adopt **RESOLUTION No. 21-8612** approving Standard Agreement between Plumas County and the State Department of Health Care Services; for the Medi-Cal Administrative Program FY 2021-2024; and authorize the Director of Public Health to sign as the Board's designee; not to exceed \$1,200,000; approved as to form by County Counsel
  - B. Approve and authorize the Chair to sign subcontracts between Plumas County and Eastern Plumas Healthcare, Plumas County District Attorney, Plumas County Probation Department, Plumas Crisis Intervention & Resource Center, Plumas District Hospital, Plumas First 5 Commission and Roundhouse Council, and approve ratification of payments of the services rendered to date. Approved by County Counsel.
- 2) Authorize and Approve the Chair to sign agreement between Plumas County and Susanville Indian Rancheria for Activities related to The Harm Reduction Program funded by the Sierra Health Foundation Grant, not to exceed \$102,000.00; approved as to form by County Counsel.

**3) PROBATION**

Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Plumas Rural Services Cognitive Behavioral Restructuring Groups (CBRG) Program FY 2021-2022; to prevent crime and future victimization; not to exceed \$15,000.00; approved as to form by County Counsel

**4) PUBLIC WORKS**

- 1) Approve and authorize the County administrator and the Director of Public Works to sign IWORQ Software Agreement; to replace the current asset management software and potentially the permit management software; not to exceed software set-up fee of \$8,000.00, with an annual \$5,000.00 subscription fee; approved as to form by County Counsel
- 2) Authorize no contract payments to Easy Rooter Plumbing for Emergency repair of Beckwourth CSA sewer pump; Invoice total \$1,650.00

**5) SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and DeMartile Automotive; to provide maintenance, service and repair to Sheriff's vehicles; not to exceed \$60,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Bryan Stecker dba Frank's Garage; to provide repair services to Sheriff's vehicles; not to exceed \$60,000.00; approved as to form by County Counsel
- 3) Approve and authorize the chair to sign contract amendment between Plumas County and Smile Business Products, Inc.; to transfer the contract with Scott Tanner Business Equipment to the current owner through the sale of the business; contract term 09/01/2016 – 08/31/2021; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign service agreement between Plumas County and Smile Business Products, Inc.; for copy machine maintenance; not to exceed \$9,999.00; approved as to form by County Counsel

**6) TREASURER – TAX COLLECTOR**

Adopt **RESOLUTION No. 21-8613** authorizing the Plumas County Treasurer/ Tax Collector to direct and execute agreement between Plumas County and the Franchise Tax Board for the collection of court-ordered debts; approved as to form by County Counsel

### 3. DEPARTMENTAL MATTERS

#### A. COUNTY CLERK RECORDER – Marcy DeMartile

Authorize the County Clerk-Recorder to recruit and fill, funded and allocated 1.0 FTE Election Service Assistant I/II; vacancy due to resignation; discussion and possible action

**Motion:** Authorize the County Clerk-Recorder to recruit and fill, funded and allocated 1.0 FTE Election Service Assistant I/II; vacancy due to resignation, **Action:** Approve, **Moved by** Supervisor Goss,

**Seconded by** Supervisor Ceresola.

Motion passed unanimously.

#### B. LIBRARY – Lindsay Fuchs

Adopt **RESOLUTION** updating all the established Plumas County Library Office hours; to match the community shopping and outdoor habits and help the library better serve the members of the Community; discussion and possible action **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 21-8614** updating all the established Plumas County Library Office hours; to match the community shopping and outdoor habits and help the library better serve the members of the Community, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

#### C. PUBLIC HEALTH – Dr. Dana Loomis

1) Adopt **RESOLUTION** to Amend the FY 2021-22 County Personnel Allocation in Budget Unit 20640 (Veteran's Services) to include an Administrative Assistant I/II; discussion and possible action

**Roll call vote**

2) Authorize the Director of Public Health to recruit and fill 1.00 FTE position of Veterans Service Representative I/II, or Administrative Assistant I/II; vacancy due to resignation; discussion and possible action

**Motion:** 1) Adopt **RESOLUTION No. 21-8615** to Amend the FY 2021-22 County Personnel Allocation in Budget Unit 20640 (Veteran's Services) to include an Administrative Assistant I/II and 2) Authorize the Director of Public Health to recruit and fill 1.00 FTE position of Veterans Service Representative I/II, or Administrative Assistant I/II; vacancy due to resignation, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

#### D. SOCIAL SERVICES - Neil Caiazzo

1) Receive Semi-Annual report regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services through June 30, 2021

2)  Authorize the office of Public Guardian to recruit and fill, funded and allocated 1.0 FTE Chief Deputy Public Guardian Position; vacant since July 19, 2021; discussion and possible action

**Motion:** Authorize the office of Public Guardian to recruit and fill, funded and allocated 1.0 FTE Chief Deputy Public Guardian Position; vacant since July 19, 2021, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

E.  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Approve and ratify agreement, between Plumas County and Maul Foster & Alongi, Inc., a Washington Corporation, dba Flow-Analytics and authorize the Chair to sign agreement; for demographic and redistricting consultant services; discussion and possible action

**Motion:** Approve and ratify agreement, between Plumas County and Maul Foster & Alongi, Inc., a Washington Corporation, dba Flow-Analytics and authorize the Chair to sign agreement; for demographic and redistricting consultant services, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.

Motion passed unanimously

F.  **COUNTY COUNSEL** – Gretchen Stuhr

Timeline review of proposed Redistricting Calendar; discussion and possible direction to staff

- After a brief discussion, there were no changes to the proposed Redistricting Calendar timeline

4.  **BOARD OF SUPERVISORS**

A.  **TITLE III – SECURE RURAL SCHOOLS FUNDING**

Consider application(s) submitted for 2020 Secure Rural Schools Funding – Title III

1) Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project (\$50,000.00)

2) Plumas Co. Sheriff's Radio Tower and Vault Project (\$125,537.00)

- and direct the Clerk to provide Public Notice to begin the 45 Day Comment Period; schedule the required Public Hearing before the Board on September 21, 2021; discussion and possible action

**Motion:** Approve application #1 -Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project (\$50,000.00) and application #2 - Plumas Co. Sheriff's Radio Tower and Vault Project (\$125,537.00)

- direct the Clerk to provide Public Notice to begin the 45 Day Comment Period; schedule the required Public Hearing before the Board on September 21, 2021

**Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

B.  **Correspondence**

Correspondence regarding the wildfires, not to go into great detail

Correspondence regarding the wildfires, Waste Management suspended services, Post Office suspended services, evacuations and Forest Service response time.

Correspondence regarding similar correspondence as stated above

Correspondence regarding Waste Management, and Postal Service suspended due to Evacuation warnings and mandates

Correspondence regarding with Fred Nelson – regarding the wildfire challenges with Verison service restoring connection, Solid Waste restoring service, Postal Service Restoring service, and the Fire Service response time.

C.  **INFORMATIONAL ANNOUNCEMENTS**

Reported by Supervisor Goss that meetings were canceled due to fire and evacuations

Reported by Supervisor Thrall that meetings were canceled due to fire and evacuations

Reported by Supervisor Hagwood regarding issues related to County government and include Former Merced County Sheriff now Chief Law Enforcement Officer State of California OES – and toured the fire camp and attended a couple of meetings at the fire Camp

Reported by Supervisor Ceresola regarding issues related to County government and include meeting with constituents regarding the lack of answers regarding response time of the Fire Services

Reported by Supervisor Engel that meetings were canceled due to fire and evacuations

D.  Appoint Bryan Roccucci to the Fish and Game Commission; Discussion and possible action

**Motion:** Appoint Bryan Roccucci to the Fish and Game Commission, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

 **1:00 P.M. - Afternoon Session:**

5.  **PUBLIC WORKS /SOLID WASTE DIVISION** – John Mannle

**Time Certain Public Hearing at 1:00 P.M.:** Receive a report and recommendation from Public Works Solid Waste Division pertaining to the mandatory use of waste-wheeler's as it pertains to Solid Waste franchise contractor's residential customers; consideration of proposed amendment to County Code Section 6-10.108;

Introduce and waive first reading of an **ORDINANCE**, Amending Section 6-10.108 of Article 2, of Chapter 10, Title 6, of the Plumas County Code; approved as to form by County Counsel

**Roll call vote**

**Motion:** **ORDINANCE**, Amending Section 6-10.108 of Article 2, of Chapter 10, Title 6, of the Plumas County Code, is read and continued to **08/10/2021** for adoption **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

Introduction of Sean Graham as the Solid Waste Program Manager

6.  **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
- C. Conference with Legal Counsel: Existing litigation – County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United States District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United States District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Existing litigation – Meyer v. County of Plumas et al., Superior Court of Plumas County, Superior Court No. CV 19-00238, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

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

There was no reportable action taken in closed session

 **ADJOURNMENT**

Adjourned meeting to Tuesday, August 10, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 10, 2021**

---

### **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 limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. 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](#)

#### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

## **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](mailto:Public@countyofplumas.com)

10:00 A.M.

### **CALL TO ORDER/ROLL CALL**

#### **Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Goss, Supervisor Ceresola, Supervisor Engel,

**Absent:** Supervisor Thrall.

### **PLEDGE OF ALLEGIANCE**

Julie Hagwood lead the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

None

### **PUBLIC COMMENT OPPORTUNITY**

Pastor George offered prayer

- Ross Morgan spoke regarding an endeavor (Community Group) that he is involved in called "Labor of Love"
- Tonya Sherman spoke regarding her concerns for the Dixie Fire evacuees.
- Julie Hagwood thanked those who set up and were involved in the efforts put forth at the LAC, and her hope that survivors of the Dixie Fire would be treated with compassion and dignity.
- Rose spoke regarding concerns related to the Dixie Fire.

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

- Marcy DeMartile - gave a brief report regarding the Governor Recall Election and evacuee accommodations in place. Also discussed the upcoming District Elections and how the fire will effect this.
- Sheriff Todd Johns spoke regarding Dixie Fire and had the US Department of Forestry Incident Command team accompany him to give a brief status report on the Dixie Fire

### **ACTION AGENDA**

1.  **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
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**.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood.

**Absent:** Supervisor Thrall.

**A. BEHAVIORAL HEALTH**

- 1) Approve and Authorize the Director of Behavioral Health to sign agreement between Plumas County and Shasta County to participate in a collaborative effort known as the Homeless Management Information system; not to exceed \$10,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Memorandum of Understanding (MOU) between Pumas County and Blue Cross of California Partnership Plan; to describe responsibilities in the delivery of special mental health services to Anthem Members
- 3) Approve and authorize the Chair to sign agreement between Plumas County and Environmental Alternatives (EA) to provide special mental health services, aftercare services to Medi-Cal beneficiaries who have transitioned from Full Service Partnership care services to permanent supportive housing as needed; approved as to form by County Counsel
- 4) Adopt **RESOLUTION** approving the Contract between Plumas County and the Department of Health Care Services, and authorizing the Director of Behavioral Health to sign any documents pertaining to this grant as the Board of Supervisors designee; approved as to form by County Counsel
- 5) Approve and Authorize the Chair to sign Agreement between Plumas County and Environmental Alternatives, to provide mental health and specialty services to qualifying participants; not to exceed \$916,386.00; services are funded through the Mental Health Services Act; approved as to form by County Counsel

**B. PLANNING**

- 1) Approve and authorize Chair to sign Service Agreement between Plumas County and Hinman and Associates Consulting, Inc. for administrative services in support of DWR Proposition 1 Round 1 IRWM Grant Program; not to exceed \$57,500; approved as to form by County Counsel
- 2) Approve and authorize Chair to sign Funding Agreement between Plumas County and Sierraville Public Utility District for DWR Proposition 1 Round 1 IRWM Grant Program, Local Project Sponsor's Project Entitled Alternative Water Source Development; not to exceed \$627,660; approved as to form by County Counsel
- 3) Approve and authorize Chair to sign Second Amendment to Service Agreement between Plumas County and Hinman and Associates Consulting, Inc., for scope of work support services of DWR Disadvantaged Community Involvement Grant Program; not to exceed \$17,460; approved as to form by County Counsel

**C. PUBLIC WORKS/ BECKWOURTH CSA**

- 1) Approve and authorize the Chair to sign Amendment No. 18, to service agreement between Plumas County and Stantec Consulting Services, Inc.; extending the base agreement expiration date by 2 years; approved as to form by County Counsel
- 2) Authorize no contract payments to Jet Plumbing for Emergency repair of Beckwourth CSA sewer pump; Invoice total \$3,334.83

**D. TREASURER – TAX COLLECTOR**

Approve and authorize the County Treasurer/ Tax Collector to offer properties for sale by Public Auction that are (5) five years tax default; in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue Taxation Code.

3.  **NON-LETHAL PREDATOR CONTROL** – Presentation by Josh Hart, Michelle L. Lute, PhD, and Jessica L. Blome, Greenfire Law, PC



Adjourn as the Plumas County Board of Supervisors

## **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

### **Convene as the Flood Control & Water Conservation District Governing Board**

#### **4. FLOOD CONTROL & WATER CONSERVATION DISTRICT**

Adopt a **RESOLUTION** authorizing Chair to of the Board of Directors to sign the agreement for additional water allocation for 2021; approved as to form by County Counsel; discussion and possible action

##### **Roll call vote**

**Motion:** Adopt a RESOLUTION authorizing Chair to of the Board of Directors to sign the agreement for additional water allocation for 2021, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood.

**Absent:** Supervisor Thrall.

### **Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

## **5. DEPARTMENTAL MATTERS**

#### **A. BEHAVIORAL HEALTH** – Tony Hobson

Authorize the Director of Behavioral Health to recruit and fill vacant; funded and allocated 1.0 FTE Office Supervisor position; vacancy due to Promotion; discussion and possible action

**Motion:** Authorize the Director of Behavioral Health to recruit and fill vacant; funded and allocated 1.0 FTE Office Supervisor position; vacancy due to Promotion, **Action:** Adjourn, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Motion passed unanimously.

#### **B. PLANNING** – Tracey Ferguson

Discussion of 2035 Plumas County General Plan Economics Element Implementation Measures to Establish One Plumas County Economic Development Point of Contact; confirm and accept staff recommendation; discussion and possible action

**Motion:** Approve 2035 Plumas County General Plan Economics Element Implementation Measures to Establish One Plumas County Economic Development Point of Contact; confirm and accept staff recommendation of John Stefanic as the one point of contact, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Motion passed unanimously.

#### **C. SHERIFF** – Todd Johns

Update regarding the Sheriff's office progress on recruiting, hiring and retaining Public Safety Dispatch positions; discussion and possible direction

- After a brief discussion Human Resources and Sheriff Tod Johns will work together and return to with a recommendation regarding updating the recruitment and hiring process.

D.  **PUBLIC WORKS SOLID WASTE DIVISION** - John Mannle  
Adopt **ORDINANCE**, first introduced on 08/03/2021, Amending Section 6-10.108 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code; discussion and possible action **Roll call vote**

**Motion:** Adopt **ORDINANCE**, first introduced on 08/03/2021, Amending Section 6-10.108 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood.

**Absent:** Supervisor Thrall.

## 6. **BOARD OF SUPERVISORS**

### A. **Correspondence**

Correspondence regarding the Bucks lake area and lack of PG&E services and Solid Waste services due to the advisory evacuation status in the area

Correspondence regarding Power issues in Greenville and the repopulation of the evacuated areas

Correspondence regarding just the Dixie Fire and repopulation/ and opening of evacuated Beckwourth Fire areas

Correspondence regarding the all concerns related to Dixie Fire

### B. **INFORMATIONAL ANNOUNCEMENTS**

Reported by Supervisor Goss regarding issues related to County government, and all concerns related to the Dixie Fire, and the communities affected.

Reported by Supervisor Hagwood regarding issues related to County government and include meeting with Governor Newsome and Supervisor Goss regarding the all concerns related to Dixie Fire.

Reported by Supervisor Ceresola regarding issues related to County government and include different tactics regarding Fire.

Reported by Supervisor Engel regarding issues related to County government and include helping the LAC Center.

## 7. **CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Planning Director (Board Only)
- B. Personnel: Public employee performance evaluation – County Counsel (Board Only)
- C. Personnel: Public employee performance evaluation – Librarian (Board Only)
- 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 (Time Certain 11:30)
- E. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- F. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9



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

There was no reportable action taken in closed session.



## **ADJOURNMENT**

Adjourned meeting to Tuesday, August 17, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 17, 2021**

---

### **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 limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. 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](#)

#### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

## **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](mailto:Public@countyofplumas.com)

### **CALL TO ORDER/ROLL CALL**

#### **Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Ceresola, Supervisor Goss, Supervisor Engel.

### **PLEDGE OF ALLEGIANCE**

Ken leads the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

None noted at this time.

## **PUBLIC COMMENT OPPORTUNITY**

Supervisor Hagwood, called an Indian Valley evacuee John, who commented on Plumas County evacuees being asked by the Red Cross to pack to leave the shelter in Lassen County.

Sheriff Todd Johns – responded to the Plumas County evacuees being asked to leave the shelter in Lassen County.

Ken Donnel, evacuee made public comment regarding his proactive efforts and his experience with fire and how to move forward.

Pastor George offered prayer.

Cathy Osher – Indian Falls evacuee, commented regarding the frustration regarding when she would be allowed to reenter the evacuation zone (where her home is) with her insurance adjuster

Lori Davis - has 2 sons in Indian Falls who are evacuated, commented regarding her frustration regarding the fire.

Evacuee, spoke regarding the evacuated areas and the people who chose to shelter in place needing supply's.

Holly Satterfield, evacuee spoke commented on Plumas County evacuees being asked by the Red Cross to pack to leave the shelter in Lassen County.

Scott with the Plumas Crisis and Resource Center, commented on additional resources and grants the center has with regards to assisting the evacuees. Phone number (530) 283-5515

An Evacuee commented regarding her concern for the wildlife effected by the fire.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Sheriff Todd Johns spoke briefly regarding the Dixie Fire, evacuation, safety, recovery, and repopulating process.

David Hollister the District Attorney gave a brief report regarding his departments investigation and activities having to do with the Dixie and Fly fires.

## **ACTION AGENDA**

-  **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
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**.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

### A. **FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Smith Tree Service, for tree trimming, pruning and removal services; not to exceed \$10,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign First Amendment to Agreement between Plumas County Facility Services and KJ's Cleaning Service; giving 30-day notice, as per contract, for termination of custodial services in Greenville area due to the Dixie Fire; not to exceed \$45,336.14; approved as to form by County Counsel

### B. **PROBATION**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Butte County Probation Department, to render juvenile detention facility space and programming services; not to exceed \$150.00 per day; contract term from July 1, 2021 to June 30, 2023; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Plumas Rural Services for Nurturing Parent and Teen Relationship Classes; not to exceed \$8,000.00; approved as to form by County Counsel

### C. **PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and Ellis Planning & Associates; to assist in developing a strategic plan for the three prerequisites for Public Health Accreditation Board Approval; not to exceed \$20,619.00; contract is funded by Programs through Public Health; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign the following Agreements and ratify payments for services rendered for activities related to Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) 2020 Grant:

<b>Vendor</b>	<b>Term</b>	<b>Amount</b>
Eastern Plumas Healthcare	1/1/2021 – 7/31/23	\$94,428.00
Lake Almanor Christian School	1/1/2021 – 7/31/23	\$40,121.00
Plumas Crisis Interv. & Resource Center	1/1/2021 – 7/31/23	\$60,000.00
Plumas County Sheriff's Office	1/1/2021 – 7/31/23	\$10,000.00
Plumas County office of Education	1/1/2021 – 7/31/23	\$65,000.00
Constant Associates, Inc.	8/15/21 – 12/15/21	\$29,935.00

- **All Agreements have been approved as to form by County Counsel**

### D. **SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Redwood Toxicology Laboratory, Inc., for toxicology testing services; not to exceed \$9,999.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign the First Amendment to Agreement between Plumas County Sheriff's Department and The Pape Group, Inc.; Western Nevada Kenworth was sold to/purchased by The Pape Group, Inc.; to provide Kenworth Repair and services to Plumas County for remainder of 04/01/2021 – 03/31/2022 agreement term; Approved as to form by County Counsel

- 3) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and NMS Labs; for laboratory testing services; not to exceed \$9,999.00; approved as to form by County Counsel

**E. SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare System; not to exceed \$50,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services (PRS) for CalWORKS child care services that are provided to the recipients of CalWORKS cash assistance while participating in the mandatory Welfare to Work Activities; not to exceed \$233,129.00 for FY 2021-2022; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services Nurturing Parent In-Home Classes, offered to parents of children who are in the Child Welfare system; not to exceed \$56,000.00; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services Nurturing Parent Classes, offered to parents of children who are in the Child Welfare system; not to exceed \$17,200.00; approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Rural Services for case management services provided to TANF-eligible recipients who have barriers to seeking and accepting work; not to exceed \$28,600.00; funds are appropriated in the Department of Social Services approved budget plan for the current year; approved as to form by County Counsel

**3.  PLUMAS COUNTY FIRE SAFE COUNCIL – Hannah Hepner**

Presentation regarding the Plumas County Fire Safe Councils programs and outcomes

**4.  DEPARTMENTAL MATTERS**

**A.  PLANNING – Tracey Ferguson**

Adopt **RESOLUTION** of Intention to Amend Plumas County 2035 General Plan Public Health and Safety Element to address compliance with Assembly Bill 2140; approved as to form by County Counsel; discussion and possible action **Roll call vote**

**Motion:** Adopt RESOLUTION of Intention to Amend Plumas County 2035 General Plan Public Health and Safety Element to address compliance with Assembly Bill 2140; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

**B.  PROBATION – Keevin Allred**

1) Adopt a **RESOLUTION** appointing members to the Juvenile Justice Coordinating Council and its Subcommittee; and repeal RESOLUTION No. 21-8604; approved as to form by County Counsel discussion and possible action **Roll call vote**

**Motion:** Adopt a RESOLUTION appointing members to the Juvenile Justice Coordinating Council and its Subcommittee; and repeal RESOLUTION No. 21-8604; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engel.

- 2) Adopt Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2021-2022, totaling \$980,975.00, as submitted and recommended, or reject; discussion and possible action **Required four/ fifths roll call vote**
- 3) Approve and requested allocation from(CCP) Public Safety Realignment Budget FY 2021-2022 for Plumas Crisis Intervention and Resource Center (PCIRC) for the Ohana House Transitional Shelter; not to exceed \$45,000.00; discussion and possible action
  - After a brief discussion the Board of Supervisors directed the Probation Department to review alternative to the Ohana House fund allocation
  - Matters addressed in Agenda Items 4B (2&3) are continued to a future date in September 2021

5.  **BOARD OF SUPERVISORS**

**A. Correspondence**

Correspondence regarding the frustration of all issues surrounding the fire situation, and lack of information.

Correspondence regarding trash collection, Dixie Fire, T-shirts to assist in recovery.

Correspondence regarding, Senator Padilla and staff regarding short term, interim, and long term recovery needs; conversation with Congressman LaMalfa, and Assembly member Dahle.

Correspondence regarding the support of small businesses due to the fire, and access to campsites.

**B.  INFORMATIONAL ANNOUNCEMENTS**

**C. Reported by Supervisor Thrall** regarding issues related to County government.

Reported by Supervisor Goss regarding issues related to County government, and include a meeting with Chris Meyers, and the Sheriff, regarding the recovery of Greenville, also attended the Plumas Sierra Junior Livestock Auction.

Reported by Supervisor Hagwood regarding issues related to County government, and include, the Transportation Commission, Behavioral Health Commission, Fire Camp with OES, Cal Fire, and Forest Service, and had a phone call with the manager of Feather River Disposal.

Reported by Supervisor Ceresola regarding issues related to County government, and include meeting with the sale committee of 4-H, and encouraged them; also attended the Plumas-Sierra Junior Livestock Action

Reported by Supervisor Engel regarding issues related to County government, and include the Transportation Commission.

6.  **CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Planning Director
- B. Personnel: Public employee performance evaluation – County Counsel
- C. Personnel: Public employee performance evaluation – Librarian
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (e)(3) of Government Code Section 54956.9

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

There was no reportable action taken in closed session.

**ADJOURNMENT**

Adjourned meeting to Tuesday, September 7, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

### **ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 24, 2021**

---

### **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 limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. 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](#)

#### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

## **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](mailto:Public@countyofplumas.com)

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

#### **Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.



#### **PLEDGE OF ALLEGIANCE**

Rob Robinette leads the pledge of Allegiance.



#### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

None



#### **PUBLIC COMMENT OPPORTUNITY**

- Mark Mihevc sent comment regarding Agenda Item 2B, received via Email on 08/24/2021 at 7:52 AM.

## **ACTION AGENDA**

### **1. BOARD OF SUPERVISORS**

**CONDUCT A PUBLIC HEARING PURSUANT TO GOVERNMENT CODE §65090:** Consider Adoption of an Uncodified Urgency Ordinance Pursuant to Government Code §65858 Concerning Debris Removal from the Dixie Fire and Beckwourth Complex Fire. **Four/fifths required roll call vote**

- Chair Engel opens the Public Hearing; after brief discussion: information by Gretchen Stuhr, Gabriel Hydrick, and an introduction of Disaster Recovery Operations Center (DROC) Director Dennis Schmidt
- open to public comment

**Motion:** Adopt Uncodified Urgency Ordinance Pursuant to Government Code §65858 Concerning Debris Removal from the Dixie Fire and Beckwourth Complex Fire, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

**Absent:** Supervisor Ceresola.

### **2. DEPARTMENTAL MATTERS**

#### **A. ENVIRONMENTAL HEALTH** – Rob Robinette

Approve and authorize the Chair to sign agreement between Plumas County and the California Association of Environmental Health in connection with debris removal management for the Beckwourth Complex, and Dixie Fires: not to exceed \$20,000.00; approved as to form by County Counsel

**Motion:** Chair to sign agreement between Plumas County and the California Association of Environmental Health , in connection with debris removal management for the Beckwourth Complex, and Dixie Fires: not to exceed \$20,000.00, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

**Absent:** Supervisor Ceresola.

B.  **PUBLIC WORKS/ SOLID WASTE** – John Mannie

Pursuant to existing contract agreement between County of Plumas and USA Waste of California, Inc. dba Feather River Disposal; discussion and possible action to invoke Article 15.06 of the Franchise Agreement, and authorize a third party to exercise the County's right to perform collection and transportation services to protect public health, safety, and welfare.

**Motion:** Action to invoke Article 15.06 of the Franchise Agreement, and authorize a third party to exercise the County's right to perform collection and transportation services to protect public health, safety, and welfare, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

**Absent:** Supervisor Ceresola.

 **ADJOURNMENT**

Adjourned meeting to Tuesday, September 7, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: September 7, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services at the county's Chester facilities.

---

### **Recommendation**

Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services at the county's Chester facilities.

### **Background and Discussion**

KJ's Cleaning Service provides custodial services at the Almanor Rec Center, Chester Library, Chester Complex, Chester Memorial Hall, and Chester Park. KJ's Cleaning Service also provides rental management services for the county's facilities that are available for rent in Chester such as the rec center, memorial hall, and park.

Contract not to exceed \$36,682.88.

A copy of the contract is on file with the Clerk of the Board.

## 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 Facility Services** (hereinafter referred to as "County"), and **Kim Lund, a sole proprietor doing business as KJ's Cleaning 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 **Thirty Six Thousand Six Hundred Eighty Two dollars and 88/100** (\$36,682.88).
3. Term. The term of this agreement shall be from **October 1, 2021 through September 30, 2022**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

\_\_\_\_\_ COUNTY INITIALS

- 1 -

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

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

\_\_\_\_\_ COUNTY INITIALS

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

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

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

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

\_\_\_\_\_ COUNTY INITIALS

obligations under this Agreement. In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-000020683.

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. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.

\_\_\_\_\_ COUNTY INITIALS

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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:

Facility Services & Airports  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: Kevin Correira, Director

Contractor:

KJ's Cleaning Service  
PO Box 426  
Chester CA 96020  
Attention: Kim Lund, Owner

23. 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.
24. 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.
25. 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 or to the State Auditor upon the request of either the State Auditor or the County.
26. 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.

\_\_\_\_\_ COUNTY INITIALS

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

**CONTRACTOR:**

Kim Lund, a sole proprietor doing business as  
KJ's Cleaning Service

By: \_\_\_\_\_  
Name: Kim Lund  
Title: Owner  
Date signed:

**COUNTY:**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

8/19/2021

\_\_\_\_\_ COUNTY INITIALS

## EXHIBIT A

### Scope of Work

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Chester Memorial Hall, Almanor Rec Center, Chester Park, Chester Library, Chester Complex, Chester Snow Park, and Chester Facility Rental Management**. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor.
  - A. Services Required (not all surface/material types apply – verify conditions for each building)
    1. Daily Restroom Services
      - a. Clean and sanitize all sinks, toilets, counter tops and mirrors
      - b. Polish all chrome and hardware
      - c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
      - d. Wash all walls and partitions
      - e. Empty waste receptacles
      - f. Replenish all paper & soap dispensers to full
    2. Monthly Restroom Services
      - a. Clean all ceiling and wall mounted HVAC vents
      - b. De-scale toilets, urinals and faucets
      - c. Wash all walls and toilet partitions
    3. Daily Office/Common Room Services/Entrance Lobby
      - a. Vacuum carpeted areas thoroughly
      - b. Disinfect countertops and polish table tops
      - c. Dust cases, pictures, ledges and fire extinguishers
      - d. Wet mop all floors, strip and wax linoleum as necessary
      - e. Clean, sanitize and polish drinking fountains
      - f. Wet wipe handrails, spindles and handrail base
      - g. Empty waste receptacles
      - h. Remove all cobwebs
      - i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
      - j. Sweep entrances and clean entrance mats
      - k. Clean all glass entrance and interior doors
      - l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

4. Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinet above cubicles

5. Annual Cleaning

- a. Interior and exterior window glass washing
- b. Carpet cleaning and shampooing
- c. Restore/Cut Polish marble floors, stairs wainscoting

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments as listed in the attached **Exhibit B – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

D. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 1. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
- b. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether

COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS

the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

- c. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
- d. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
  - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program.
  - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

## 2. General Services\*

- A. Snow and ice removal from walkways, stairs, ramps, trash bins, and entrances at County-owned Chester facilities to include: Almanor Rec Center, Chester Memorial Hall, Chester Court Complex, and the Chester Public Library
- B. Miscellaneous tasks at County-owned Chester Facilities as requested by Facility Services to assist and support the department with emergency repairs and/or investigation, exterior/interior lightbulb replacement, restroom maintenance outside the scope of the janitorial contract, water controls at the Chester Park, etc.

**Exhibit B**  
**Schedule of Services**

**Chester Facility Rental Management**

A. Handle all aspects of managing the rental of Chester Park, Chester Memorial Hall, and the Almanor Rec Center to include, but not limited to:

- Responding to information requests regarding renting the facilities
- Scheduling events
- Collecting applications, rents, and cleaning deposits
- Mailing applications and payments to the Facility Services Department office at 198 Andy's Way, Quincy CA 95971
- Key dispersal/collection
- Post-event inspection with regard to the cleaning deposit refund
- Reporting any issues to the Department of Facility Services

	<b>3X WEEKLY</b>	Annual	<b>6 Mos</b>
<b>Chester Park (6 mos), Chester Complex, Chester Library</b>			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			X

**\*Chester Park is only open  
for 6 months each year: 4/15  
– 10/15**

	Weekly	Annual	6 Mos
<b>Chester Memorial Hall Almanor Rec Center</b>			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			X

	Weekly	Annual	6 Mos
<b>Chester Snow Park</b>			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies			
Office counters			
Vacuum carpets			
Clean all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby			
Polish wood			
Wax/Seal floor			
Clean glass entry doors			
Polish brass			
Wash Int/Ext window glass	X		
Shampoo carpets			

### Exhibit C

\_\_\_\_\_ COUNTY INITIALS

- 12 -

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

## Fee Schedule

### ANNUAL FEE SCHEDULE

Facility	Monthly Fee	Total
Chester Snow Park	175.00	2,100.00
Chester Memorial Hall	325.83	
Almanor Rec Center	342.08	
Chester Complex	530.00	24,302.88
Chester Library	547.33	
Chester Park	560.00 (x6 mos)	
Chester Facility Rental Management	440.00	5,280.00
General Services*	As needed	5,000.00

- Contractor will submit invoices for General Services\* provided.
  - Invoices to be paid Net 30.
- For all other facilities, payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.

\_\_\_\_\_ COUNTY INITIALS

- 13 -

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

**Exhibit D**  
**Confidentiality Agreement**

**CONFIDENTIALITY AGREEMENT FOR CONTRACTORS**

Background

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, Kim Lund acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: September 7, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Frasure & Son Cleaning for custodial services Portola facilities.

### **Recommendation**

Approve and authorize Board Chair to sign agreement between Facility Services and Frasure & Son Cleaning custodial services at Portola Facilities.

### **Background and Discussion**

Frasure & Son Cleaning provides custodial services at the Portola Library and the Portola Sheriff Substation.

Contract not to exceed \$12,000.00

A copy of the contract is on file with the Clerk of the Board.

## 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 **Dept. of Facility Services** (hereinafter referred to as "County"), and **David Frasure, a sole proprietor doing business as Frasure & Son Cleaning** (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 **Twelve Thousand dollars and 00/100** (\$12,000.00).
3. Term. The term of this agreement shall be from **October 1, 2021 through September 30, 2022**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

\_\_\_\_\_ COUNTY INITIALS

- 1 -

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

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

\_\_\_\_\_ COUNTY INITIALS

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

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

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

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

\_\_\_\_\_ COUNTY INITIALS

obligations under this Agreement. In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-1000592030.

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. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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:

Facility Services & Airports  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: Kevin Correira, Director

Contractor:

Frasure & Son Cleaning  
PO Box 1116  
Portola CA 96122  
Attention: David Frasure, Owner

23. 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.
24. 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.
25. 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 or to the State Auditor upon the request of either the State Auditor or the County.
26. 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 Frasure, a sole proprietor dba Frasure & Son Cleaning

By: \_\_\_\_\_  
Name: David Frasure  
Title: Owner  
Date signed:

**COUNTY:**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board  
Date signed:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/17/2021

\_\_\_\_\_ COUNTY INITIALS

- 7 -

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

**Exhibit A**  
**Schedule of Services – Scope of Work (Subject to Change Prior to Award)**

Contractor shall provide professional cleaning services for the County of Plumas at the Portola Library & Portola Substation specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor.

A. Services Required (not all surface/material types apply – verify conditions for each building)

1. Daily Restroom Services

- a. Clean and sanitize all sinks, toilets, counter tops and mirrors
- b. Polish all chrome and hardware
- c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
- d. Wash all walls and partitions
- e. Empty waste receptacles
- f. Replenish all paper & soap dispensers to full

2. Monthly Restroom Services

- a. Clean all ceiling and wall mounted HVAC vents
- b. De-scale toilets, urinals and faucets
- c. Wash all walls and toilet partitions

3. Daily Office/Common Room Services/Entrance Lobby

- a. Vacuum carpeted areas thoroughly
- b. Disinfect countertops and polish table tops
- c. Dust cases, pictures, ledges and fire extinguishers
- d. Wet mop all floors, strip and wax linoleum as necessary
- e. Clean, sanitize and polish drinking fountains
- f. Wet wipe handrails, spindles and handrail base
- g. Empty waste receptacles
- h. Remove all cobwebs
- i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
- j. Sweep entrances and clean entrance mats
- k. Clean all glass entrance and interior doors
- l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

4. Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinet above cubicles

#### 5. Annual Cleaning

- a. Interior and exterior window glass washing
- b. Carpet cleaning and shampooing
- c. Restore/Cut Polish marble floors, stairs wainscoting

#### B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments listed in the attached **Exhibit B – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

- C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

#### D. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- b. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
- c. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The

background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

- d. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
- e. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
  - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program. The County will provide a list of suggested products and, if requested by the contractor, suggested vendors from which the products may be obtained.
  - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

**Exhibit B**  
**Schedule of Services**

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Other
Library/Substation								
Restrooms ~	X			X		X		
Trash	X			X		X		
Lobby						X		
Stairs/Handrail/Balconies	X			X				
Front Counters	X			X		X		
Vacuum Carpets	X			X		X		
Dust All Ledges & Surfaces	X			X		X		
Mop Floors	X			X		X		
Entry/Lobby	X			X		X		
Polish Wood								Quarterly
Wax/ Seal Floor								Quarterly
Wash Windows								6 months
Clean Carpets								Annually

**Exhibit C**  
**Fee Schedule**

<b>RATE SUMMARY</b>			
MONTHLY COST	\$1,000.00		

Contractor will submit a monthly invoice for which services are provided. Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Date: September 7, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

**Subject:** Authorize the Department of Facility Services to waive the rental fee for Cheryl Kolb/Quincy Chamber of Commerce for Safe Trick or Treat on October 29<sup>th</sup> From 3pm to 5:30pm and the Sparkle Parade on December 3<sup>rd</sup> from 5pm-9pm on the Courthouse Lawn.

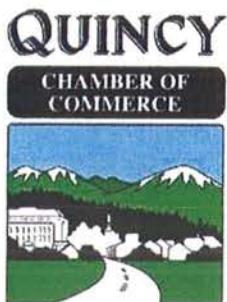
---

### Background

Cheryl Kolb/Quincy Chamber of Commerce has requested to waive the rental fee for Safe Trick or Treat on October 29<sup>th</sup> from 3pm to 5:30pm and the Sparkle Parade on December 3<sup>rd</sup> from 5pm to 9pm on the Courthouse Lawn. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Cheryl Kolb/Quincy Chamber of Commerce on all future Safe Trick or Treat dates at the Courthouse lawn.



## Quincy Chamber of Commerce

PO Box 215

Quincy, CA 95971

[www.quincychamber.com](http://www.quincychamber.com)

[info@quincychamber.com](mailto:info@quincychamber.com)

(530) 394-0541

August 20, 2021

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

RE: Safe Trick-or-Treat  
Friday, October 29th, 2021 from 3:00 – 5:30 p.m.  
And  
Sparkle  
Friday, December 3<sup>rd</sup>, 2021 from 5:00 – 9:00 p.m.

Honorable Plumas County Supervisors,

We are seeking your permission for the Annual Safe Trick-or-Treat, scheduled for Friday, October 29th, 2021 from 3:00 – 5:30 p.m. and for the Annual Sparkle, scheduled for Friday, December 3<sup>rd</sup>, 2021 from 5:00 – 9:00 p.m. in Quincy. As in the past, we would like to have the option to set up tents on the lawn of the Courthouse for various other businesses and organizations that do not have a presence on Main Street to be able to participate. We understand there is usually a fee for use of the Courthouse lawn and we are asking for the County to waive the fee as these are community events with no financial benefit to the Quincy Chamber of Commerce.

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

Respectfully,

Cheryl Kolb  
Event Coordinator



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: September 7, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to approve waiver of rental fee for one-time use of Chester Park on September 11, 2021.

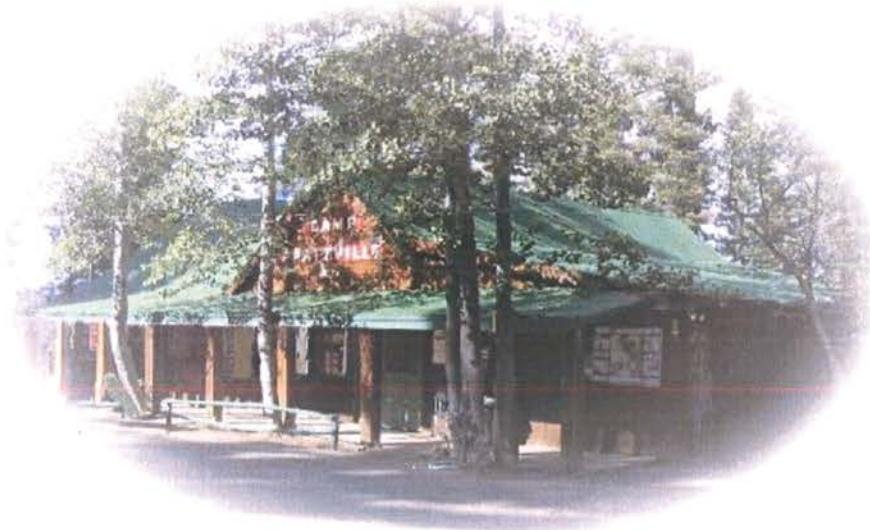
---

### **Recommendation**

Approve and authorize Board Chair to approve waiver of rental fee for one-time use of Chester Park on September 11, 2021

### **Background and Discussion**

Carol Franchetti, owner of Carol's Café in Prattville, is sponsoring a benefit dinner for all Greenville and Canyon Dam residents at Chester Park. Originally, the dinner was scheduled to take place at Wilson's Camp in Prattville but, due to such a large response, a bigger venue is needed. Facility Services would like to request that the \$75 fee to rent Chester Park be waived for this event. All funds from ticket sales and donations will be placed in custody of the Sierra Institute, a non-profit organization, and will be disbursed to Dixie Fire victims by committee decision. No funds collected will be used for the production of this event.



JOIN US! CAROL'S CAFÉ 50<sup>TH</sup> ANNIVERSARY PARTY IS NOW A BENEFIT  
FOR GREENVILLE AND CANYONDAM RESIDENTS

Saturday, September 11 – 3:00 to 6:00 pm

**Chester Park, Chester, CA**

Buffet, Adult Beverages, DJ Steve Lawson, Dancing

\$20.00 per person

Free admittance for all Greenville or Canyon Dam  
residents showing ID.

Please reserve your spot by calling:

Moorea Stout

Sierra Institute for Environment & Community

323-240-7057



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Meeting: September 7, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize board Chairman to Sign Project Agreement between county and Sierra Buttes Trail Stewardship not to exceed Sixty Five Thousand Dollars(\$65,000.00) for trial work on the Beckwourth peak trails project authorized to be reimbursed by a State Parks Grant.

---

### Background

The County has been awarded a grant through California State Parks, of which \$65,000 has been given to Sierra Buttes Trail Stewardship for trail work on the Beckwourth Peak Project. Once billed to us we are reimbursed by the state 100%

### Recommendation

Approve and Authorize Board Chairman to sign contract not to exceed \$65,000



3C6

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Meeting: April 13, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Board Chairman to sign Planning Agreement  
between County and Sierra Buttes Trail Stewardship for County trails  
work reimbursable by the State not to exceed \$47,375.00

---

### Background

Sierra buttes maintains our county trail systems throughout the area which is paid through state parks monies every year, we are billed by sierra buttes and we in turn bill the state for reimbursement.

### Recommendation

Approve and Authorize Board Chairman to sign agreement between the County and Sierra Buttes Trail Stewardship not to exceed \$47,375.00

## Mt. Hough Planning Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facilities department (hereinafter referred to as "County"), and SIERRA BUTTES TRAIL STEWARDSHIP, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Forty Seven Thousand Three Hundred Fifty Seven Dollars and no/100 (\$47,375)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be January 1 2021. All work except for reporting and invoicing shall be completed by December 31<sup>st</sup>, 2021, subject to change as stated in sections 15 and 16. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sierra Buttes Trail Stewardship from Jan 1, 2021 to date of approval of this agreement by the Board of Supervisors.
4. Termination.
  - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor

shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of

this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the

Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. 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.
22. 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 attorneys' 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, of County Parties. However, Contractor shall have no

\_\_\_\_\_ COUNTY INITIALS

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

obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

\_\_\_\_\_ COUNTY INITIALS

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

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. 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.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Facilities Services  
County of Plumas  
198 Andy's Way  
Quincy, CA 95971  
Attention: Kevin Correira, Director

Contractor:

Sierra Buttes Trail Stewardship  
550 Crescent St.  
Quincy, CA. 95971  
Attention: Greg Williams

37. 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.
38. 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.
39. 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.
40. 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.

[Signatures on Following Page]

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

CONTRACTOR:

Sierra Buttes Trail Stewardship,  
a California non-profit corporation

COUNTY:

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

By: \_\_\_\_\_  
Name: Greg Williams  
Title: CEO

By: \_\_\_\_\_  
Name: Jeff Engle  
Title: Chair Board of Supervisors

By: \_\_\_\_\_  
Name: Kyla Pascucci  
Title: Secretary

ATTEST:

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/26/2021

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

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

## EXHIBIT A

### **Scope of Work**

Background: Contractor and Plumas County are mutually interested in providing maintenance on portions of the Mount Hough Trail System (“MHTS”) as well as trails by Snake Lake, Claremont, and Nelson Creek which includes developed motorized single track and motorized quad trails. These routes were created and currently exist on the landscape, but require maintenance to bring them up to U.S. Forest Service specifications and to provide vital linkages within the trail network. Plumas County has been selected to receive a grant from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, and funds from the grant (G17-03-84-G01) are to be used by Plumas County to complete the proposed project activities.

Purpose: The purpose of this agreement is to document the cooperation between the parties to perform maintenance on portions of 44 miles of developed motorized single track and motorized quad trail on the Mount Hough Trail System as well as 5.3 miles at Snake Lake and 9.4 miles at Claremont, and 7 miles at Nelson Creek. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance is needed. Maintenance will be performed in accordance with the following provisions and the Exhibits.

Incorporated Documents: The Project Agreement between the County and the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, No. G17-03-84-G01 (“State Project Agreement”), is attached hereto as Exhibit A-3 and hereby incorporated by reference into this agreement. Contractor shall not act in any way as to cause the County to breach the State Project Agreement.

In furtherance of these ends, Contractor shall:

1. Provide all labor and direct supervision, training, transportation, equipment, tools and other support as needed to complete the scope of work.
2. Perform maintenance on portions of the MHTS for approximately 44 miles of developed motorized single track and motorized quad trail on the Mount Hough Trail System as well as 5.3 miles at Snake Lake and 9.4 miles at Claremont, and 7 miles on Nelson Creek. The List of Trails is attached as Exhibit A-1. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance will be used (approved by Mt. Hough - South Park Environmental Assessment, 2013) to clear the trail corridor of brush, root wad removal, tread widening to 24 with no less than 2% off-slope, installation of rolling dips and rock armored drainage features, rock armored tread surface and rock retaining walls with be placed where needed.
3. Brushing- Removal of excess vegetation from within the trail corridor. This will be accomplished using hand crews with chain saws and pruning shears, and Pulaskis for

removing root wads. The area has seen extensive logging and has experienced both wildfires and controlled burns, stimulating rapid growth of Manzanita and brush. This expeditious growth requires on-going brushing and root wad removal to ensure the trails are safe with open sight lines.

4. Grooming- Filling small ruts developed in the trail tread and removing slough material. Grooming is accomplished using hand crews with scraping tools, and in more severe cases, a mini excavator is used. While the Mount Hough Trail System is a newly designated OHV area, it has become extremely popular with the recreating public and receives heavy use from both motorized and non-motorized users.
5. Tread Armoring- Tread armoring is performed to protect from soil loss in areas where the grade is either too steep to sustain wheeled traffic or in low spots that develop puddles. Native rock is used in all tread armoring and requires the following tools and equipment: hand digging tools, mini excavator, Griphoist, Magnum Buster with charges, Pionjar rock drill and motorized wheelbarrow for rock transport. Proper tread armoring takes a considerable amount of time for a hand crew to perform; requiring large rocks (sometimes weighing in excess of 300 pounds) to be gathered, transported and perfectly placed.
6. Volunteer Opportunities- Volunteer workdays will be offered throughout the season and provide opportunities for the public to learn about and participate in the project and to learn Tread Lightly techniques and proper trail etiquette. Volunteers help maintain the tread and perform brushing.
7. Vehicle barriers- Repair and installation of signs and barriers to prevent OHV use off the trail system. Large rocks and logs will be used to keep users on the trail. Signs (recycled materials) will be replaced as needed. Several previously installed trail signs have been shot at, run over and otherwise destroyed by the public, leaving key trail intersections unmarked.
8. Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 (Exhibit A-2) on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7" and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7" and clearing width of 72" (light vegetation may encroach into clearing area).
9. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.
10. Provide opportunities for the community to become engaged in a meaningful outdoor project through organized volunteer workdays.
11. Submit all reports as required in the State Project Agreement.

12. Submit semi-annual reports to the U.S. Forest Service. Performance reports must contain information on the following: (1) a comparison of actual accomplishments to the goals established for the period - where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful; (2) reason(s) for delay if established goals were not met; (3) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. These reports are due 30 days after end of each reporting period established by the U.S. Forest Service. The final performance report shall be submitted either with Contractor's final payment request, or separately.
13. If applicable, use any U.S. Forest Service vehicles and equipment only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement. Maintain such vehicles and equipment according to the schedule listed in their owner's manuals and usual and customary standards of maintenance.

## **EXHIBIT A-1**

### **List of Trails**

Plumas County G17-03-84-G01

Winter/Spring 2019- Start maintenance depending on snow level  
Summer 2019- Complete maintenance on high elevation trails  
Fall 2019- Complete trail maintenance

#### **Mt. Hough Trail System**

This trail system needs annual maintenance throughout the entire length to ensure that conditions sustain or improve. General maintenance includes but is not limited to: logout, brushing, hazard tree removal, braking bump removal, tread repair, tread buffering, large debris removal and the enhancement or construction of drainage structures. All trails in the list below will receive general maintenance and monitoring by SBTS trail crew staff. Through SBTS members and partners there is an ongoing monitoring program to identify problems as they occur, then correct them as soon as possible.

#### **Mt. Hough Trail (10.45 miles Class II singletrack)**

This trail is in good condition but receives a relatively high volume of traffic; logout, brushing and drain enhancement as needed will be the focus. No major work needed at this time.

#### **Berry Creek Trail (2.3 miles Class II singletrack)**

Armoring through one switchback needs to be extended by 10 feet on the low side. The trail is slightly cupped where it runs with a minimal side slope and collects water; additional drain dips should be added to prevent mud bogs.

#### **North Tollgate Trail (1.98 miles Class II singletrack)**

This trail runs on an old road bed and receives large amounts of runoff. Drains need to be monitored and enhanced as necessary. There is a section about 500 feet long where an old inside ditch is collecting enough runoff to cause unnecessary channeling and moving soil away from the tread. The existing bench needs to be narrowed, inside ditch needs to be filled in and the tread needs to be elevated.

#### **Indian Falls Ridge 1 (1.35 miles Class II singletrack)**

This trail is in good condition running on top of a ridge but, logout, brushing, braking bump removal, large debris removal, drainage enhancement and tread work as needed is recommended.

#### **Indian Falls Ridge 2 ( 2.95 miles Class II singletrack)**

Additional back sloping and brushing are the main things needed on this section along with the basic maintenance tasks. 1.5 miles is rough cut and needs to be completed.

#### **Clear Creek 3 (1.64 miles Class II singletrack)**

Additional back sloping and brushing are the main things needed on this section along with the basic maintenance tasks.

**Keddie ( 1.89 miles Class II singletrack)**

This trail was mostly hand built and traverses a steep rocky hillside. Additional back sloping and tread widening is needed in some locations.

**Berry Creek Tie ( .62 miles Class II singletrack)**

There is one seasonal stream crossing that needs continued monitoring, may require armoring if conditions degrade.

**Chandler (.63 miles Class II singletrack)**

Trail is in good condition, basic maintenance operations and monitoring is needed.

**Grizzly Ridge (2.18 miles Class II ATV)**

Basic maintenance operations on the 1.5 miles that has been completed. .68 miles has been rough cut and needs to be completed.

**SPI Fireline (.52 miles Class II ATV)**

There is one seasonal stream crossing that has been armored; basic maintenance operations and continued monitoring is needed.

**Upper Cashman Creek (1.9 miles Class II ATV)**

Basic maintenance operations and continued monitoring is needed. This trail runs an old road bed and the tread is in stable condition.

**Bell Hill ( 1.04 miles Class II ATV)**

The majority of this trail runs on an old road bed and is stable; basic maintenance operations and continued monitoring is needed.

**Cashman Ridge (.77 miles Class II ATV)**

Additional drain dips should be constructed where this trail runs on an old road bed; no current erosion problems but obvious potential of water induced soil movement if preventive maintenance is not completed.

**Lower Cashman Creek (1.72 miles Class II ATV)**

The majority of this trail runs on an old road bed and is stable; basic maintenance operations and continued monitoring is needed.

**Clear Creek 1 (1.17 miles Class II ATV)**

Basic maintenance operations and continued monitoring is needed. This trail is in the middle of an active timber sale, contract has been framed to protect the trail however skidding operations will cross it in several locations. Continued communication are needed to ensure minimal disturbance of trail.

**10M23 Connector (.66 miles Class II ATV)**

Basic maintenance operations and continued monitoring is needed.

**10M29 (2.2 miles Class II ATV)**

There is one seasonal stream crossing and one section where grades hit 25%; basic maintenance operations and continued monitoring is needed.

**10M21B (1 miles Class II 4x4)**

This is a relatively flat road bed, basic maintenance operations and continued monitoring is needed.

**10M30 (1 mile Class II 4x4)**

This trail meanders on a ridge line connecting the top of the Mt. Hough trail to the 10M29 ATV trail and it ends at the south / east end of the Indian Falls Ridge trail.

Basic maintenance operations and continued monitoring is needed.

**Tie / 25N12YB (1 mile Class II 4x4)**

Several steep sections with proper drain dips, basic maintenance operations and continued monitoring is needed.

**10M23 (2.8 miles Class II 4x4)**

There is one seasonal stream crossing; basic maintenance operations and continued monitoring is needed.

**Jump Off (.75 miles Class II 4x4)**

This trail runs from the Mt. Hough road out to a vista point and ends. Basic maintenance operations and continued monitoring is needed.

**Taylor Creek Extension ( 1.66 miles Class II 4x4)**

Basic maintenance operations and continued monitoring is needed.

**Cashman Overlook ( .41 miles Class II 4x4)**

This trail runs from the 25N14 road out to a vista point and ends. Basic maintenance operations and continued monitoring is needed.

**Claremont Area Trails**

The Claremont area trails are all existing OHV routes identified on the current Plumas Forest motorized vehicle use map. These trails have received little to no maintenance in many years. The focus on these trails will be general maintenance; logout, brushing, hazard tree removal, braking bump removal, tread repair, tread buffing, large debris removal and the enhancement or construction of drainage structures.

**9M61 (4.01 miles Class II 4x4)**

**9M29 (4.13 miles Class II 4x4)**

**9M34 (.55 miles Class II singletrack)**

**9M35 (.69 miles Class II singletrack)**

### **Snake Laker Area Trails**

The Snake Lake area trails are all existing OHV routes identified on the current Plumas Forest motorized vehicle use map. These trails have received little to no maintenance in many years. The focus on these trails will be general maintenance; logout, brushing, hazard tree removal, braking bump removal, tread repair, tread buffering, large debris removal and the enhancement or construction of drainage structures.

**9M40 (1.01 miles Class II ATV)**

**9M42A (.17 miles Class II 4x4)**

**9M42B (.52 miles Class II 4x4)**

**8M19 (1.27 miles Class II singletrack)**

**9M46 (.95 miles Class II 4x4)**

**9M47 (1.40 miles Class II 4x4)**

### **Beckwourth Ranger District**

#### **Nelson Creek Trail (6.4 miles Class II singletrack)**

This trail is a historic mining trail that follows the Nelson Creek drainage from McRae Meadow down to Zumwalt Flat. This trail has received little to no maintenance in many years. The focus will be logout, brushing, widen the tread where narrower than 12 inches, accurately document further needs and general maintenance tasks.

**EXHIBIT A-2**

**Minimum Design Parameter Guidelines**

1. Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7" and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7" and clearing width of 72" (light vegetation may encroach into clearing area).
2. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.

**EXHIBIT A-3**

**State Project Agreement**

See attached.

## **EXHIBIT B**

### **Fee Schedule**

1. Contractor shall be reimbursed in accordance with the State Project Agreement, attached hereto as Exhibit A-3. Contractor shall prepare and submit to County all documentation required by the State of California under the State Project Agreement for reimbursements under the grant, and County shall then transmit such documentation to the State of California. When County receives reimbursements under the grant from the State of California, County shall then pay Contractor any portions of the reimbursement allocable to the work performed by Contractor. At County's discretion, County may pay such reimbursements in advance of receipt of funds from the State.
2. County shall not be responsible for making payments to Contractor in excess of the amounts actually received by the County from the State of California pursuant to the grant described in the State of Project Agreement, in response to a claim for reimbursement submitted for work performed by Contractor. If the State of California denies any claim for reimbursement arising from work performed by Contractor under this Agreement, the County shall not be liable for paying such claim to Contractor. If County has advanced funds to contractor in anticipation of reimbursement from the State and subsequently the State denies such claim for reimbursement, Contractor shall be responsible for reimbursing County for the advanced funds that were the subject of the States denial.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

## Exhibit A-3

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATIONOFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION  
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

## PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G19-03-84-P01 PROJECT TYPE: Planning

GRANTEE: Plumas County

PROJECT TITLE: Planning

PROJECT PERFORMANCE PERIOD: FROM 01/01/2021 THROUGH 12/31/2022

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$108,047.00 (One Hundred Eight Thousand Forty Seven and 00/100)

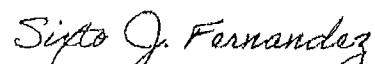
THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

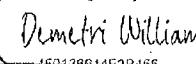
ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE		STATE OF CALIFORNIA		
AUTHORIZED SIGNATURE:		AUTHORIZED SIGNATURE:		
				
AUTHORIZED NAME:		AUTHORIZED NAME: Sixto J. Fernandez		
Kevin Corriera				
TITLE: Director		TITLE: Grants Manager		
DATE: 10-26-20		DATE: 10/26/2020		
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
CONTRACT NUMBER: C32-32-012		SUPPLIER ID NUMBER: 0000004988		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund
REPORTING STRUCTURE: 37900650	ACCOUNT: 5432000	POA: 62676	CHARGE AMOUNT: 108,047.00	PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0283	CHAPTER: 8	ENY/STATUTE: 2020
FISCAL YEAR: 2020/2021				

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DocuSigned by:



DATE:

11/7/2020

## ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020  
Agency: Plumas County  
Application: Planning

APPLICANT NAME :	Plumas County		
PROJECT TITLE :	Planning	PROJECT NUMBER (Division use only) :	G19-03-84-P01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input checked="" type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Planning activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the United States Forest Service (USFS) – Plumas National Forest.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of the Equipment Inventory for the duration of the Equipment's useful life and may only be used on activities that are acceptable to the Operations and Maintenance category per Section 4970.10. for that of the Grants and Cooperative Agreement Program Regulations. Grantee must obtain written Off-Highway Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>Grantee is required to provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <p>Evaluate existing system and non-system trails on Claremont Peak and add approximately 40 miles of OHV trails to the area with the goal of providing connectivity to existing campgrounds and communities of Meadow Valley, Quincy and Laporte.</p> <ol style="list-style-type: none"> <li>1. Survey and evaluate existing system and non-system trails on Claremont Peak.</li> <li>2. Survey and flag potentially 40 miles of trails.</li> <li>3. Developing, bidding and execution of contract to complete Identified item by a third party.</li> <li>4. Securing all necessary approval and/or permits required, if applicable.</li> <li>5. Completion of all required reports defined in plan           <ul style="list-style-type: none"> <li>• Claremont OHV Trail Connection Biological Evaluation/Biological Assessment</li> <li>• Claremont OHV Trail Connection Project Decision under a Categorical Exception</li> <li>• Claremont OHV NEPA/CEQA Document</li> </ul> </li> </ol>		

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
1 Staff							
	1. Staff-OHV Manager  Notes : OHV Grant  Manager coordinates on the ground project with land manager and contractor. Performs site visits to ensure project quality and competition.  Coordinates all communication with California OHV Grant Administrator to complete project.  Manager works directly with SBTS Trail Crew Supervisor to identify trail work sites and direct the type of work to be performed.  Position works with SBTS Volunteer Coordinator to help manage and educate volunteers on organized trail workdays.  Coordinates with Plumas Forest specialists and SBTS Trail Crew Supervisor to ensure no cultural or natural resources are being damaged by OHV	160.000 0	25.000	HRS	4,000.00	4,000.00	0.00

## ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020  
 Agency: Plumas County  
 Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
use or trail maintenance. Responsible for project monitoring, and ensuring trail work is done to meet Forest Service standards.						
2. Staff-Dupont Power Tools Notes : Dupont Power Tools is the local ATV and OHV dealer in Quincy, CA. Partner has supported past projects on Mt Hough and commits to promoting the project to customers and provides volunteer hours. Volunteers will assist in surveying and identifying potential routes.	100.000 0	29.950	HRS	2,995.00	0.00	2,995.00
Volunteer rate is \$29.95/hour stated by the Independent Sector.org at <a href="https://independentsector.org/value-of-volunteer-time-2018/">https://independentsector.org/value-of-volunteer-time-2018/</a>						
3. Staff-Quincy Super Volunteers Notes : Volunteers will assist in surveying and identifying potential	250.000 0	29.950	HRS	7,488.00	0.00	7,488.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>routes. Several Super Volunteers have experience laying out potential trail through the Forest Service and Mt Hough project.</p> <p>Volunteer rate is \$29.95/hour stated by the Independent Sector.org at <a href="https://independentsector.org/value-of-volunteer-time-2018/">https://independentsector.org/value-of-volunteer-time-2018/</a></p>						
<p>4. Staff-FRC Environmental Studies Program</p> <p>Notes : Feather River Community College's Environmental Studies program provide volunteer support on the project, student volunteer hours to assist in monitoring, surveying, and layout to reinforce classroom objectives.</p> <p>Volunteers will assist in surveying and identifying potential routes.</p> <p>Volunteer rate is \$29.95/hour stated by the Independent</p>	100.000 0	29.950	HRS	2,995.00	0.00	2,995.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Sector.org at <a href="https://independentsector.org/value-of-volunteer-time-2018/">https://independentsector.org/value-of-volunteer-time-2018/</a>						
6. Staff-Rotary  Notes : Volunteers will assist in surveying and identifying potential routes. Several Rotary have experience laying out potential trail through the Forest Service and Mt Hough project.  Volunteer rate is \$29.95/hour stated by the Independent Sector.org at <a href="https://independentsector.org/value-of-volunteer-time-2018/">https://independentsector.org/value-of-volunteer-time-2018/</a>	50.0000	29.950	HRS	1,498.00	0.00	1,498.00
6. Staff-UC Berkley Forestry Camp  Notes : Volunteers will assist in surveying and identifying potential routes. UC Berkeley Forestry Camp is located near Meadow Camp Campground in Meadow Valley and are very familiar with project area.  Volunteer rate is	60.0000	29.950	HRS	1,797.00	0.00	1,797.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
\$29.95/hour stated by the Independent Sector.org at <a href="https://independentsector.org/value-of-volunteer-time-2018/">https://independentsector.org/value-of-volunteer-time-2018/</a>						
7. Staff-Friends of Plumas Wilderness Notes : Volunteers from Friends of Plumas Wilderness will assist in surveying and identifying potential routes. Friends of Plumas Wilderness has an active Board and volunteer group familiar with the project area.	0.0000	29.950	HRS	0.00	0.00	0.00
Volunteer rate is \$29.95/hour stated by the Independent Sector.org at <a href="https://independentsector.org/value-of-volunteer-time-2018/">https://independentsector.org/value-of-volunteer-time-2018/</a>						
<b>Total for Staff</b>				20,773.00	4,000.00	16,773.00
<b>2 Contracts</b>						
1. Contracts-Sierra Buttes Trail Stewardship Notes : Sierra Buttes Trail Stewardship trail crew will provide expertise, and advise for new OHV trail	1.0000	47357.000	EA	47,357.00	47,357.00	0.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
alignments, including surveying, flagging and GIS mapping alignments and developing associated costs to aid in the cost estimation for construction for approximately 40 miles of new single track OHV trail. GIS specialist would assist the NEPA/CEQA contractor and Plumas Forest in providing graphic and spacial analysis of resources requested by the District resource specialists for use in the NEPA/CEQA analysis and create maps for the NEPA/CEQA document for the OHV planning project. SBTS trail crew will coordinate regularly with NEPA/CEQA contractor, Plumas County and Plumas Forest staff to ensure information is shared, trail alignments are accurate and the project timeline is adhered to. SBTS is a local non-profit operating under a SBTS operates through a Volunteer Agreement						

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
with Plumas Forest. SBTS professional crew will lead volunteers in surveying, identifying, and mapping trail layout.						
2. Contracts- NEPA/CEQA Contractor Notes : The NEPA Writer/Editor would collate specialist reports, write and edit the NEPA/CEQA analysis and decision documents for the OHV planning project. NEPA/CEQA Contractor will perform necessary monitoring of the proposed connections and prepare report detailing the findings. Anticipated workloads for the Mount Hough District Specialist staff will prevent them from being able to conduct the surveys for the project. Therefore, a contract would be issued to a NEPA/CEQA contractor (approved by Plumas Forest to conduct surveys for this planning project.	1.0000	45000.000	EA	45,000.00	45,000.00	0.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
3. Contracts-PNF Botanist  Notes : PNF Botanist- provide existing data within the project area, review NEPA documents and BE, review prescriptions for weed control, site visit a sample of weed infestations as part of review, document surveys and findings in the appropriate databases.	50.0000	40.500	HRS	2,025.00	2,025.00	0.00
4. Contracts-PNF Wildlife Biologist  Notes : PNF Wildlife Biologist- Provide existing data within the project area, site visit, review NEPA documents, and BE/BA	50.0000	40.300	HRS	2,015.00	2,015.00	0.00
5. Contracts-PNF NEPA Planner  Notes : PNF NEPA Planner- provide oversight on NEPA process, review and edit NEPA documents, attend meetings.  The funds for this position and match to project will come from	20.0000	32.800	HRS	656.00	0.00	656.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
the Plumas NF. No CA OHV funds will be used to support this position.						
6. Contracts-PNF Archaeologist Notes : PNF Archaeologist- provide existing data within the project area, review NEPA documents and cultural resource report.	50.0000	46.270	HRS	2,314.00	2,314.00	0.00
7. Contracts-PNF Hydrologist Notes : PNF Hydrologist- Provide existing data within the project area, review NEPA documents, attend meetings, trail layout review at stream crossings and meadow areas.	50.0000	38.600	HRS	1,930.00	1,930.00	0.00
8. Contracts-PNF Public Staff Officer Notes : PNF Public Service Staff Officer manages all recreation on the Mt Hough RD and will be the lead contact for the PNF in the project. Public Service Staff Officer will coordinate on the ground field efforts with Plumas County and the Mt Hough RD.	100.000	39.200	DAY	3,920.00	1,960.00	1,960.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
 Agency: Plumas County  
 Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
The funds for this position and match to project will come from the Plumas NF. No CA OHV funds will be used to support this position.						
9. Contracts-PNF Rec Tech- PERM Notes : PNF Rec Tech - PERM is on the Mt Hough RD and will survey and flag potential routes on the ground.	150.000 0	28.900	DAY	4,335.00	1,446.00	2,889.00
The funds for this position and match to project will come from the Plumas NF. No CA OHV funds will be used to support this position.						
<b>Total for Contracts</b>				109,562.00	104,047.00	5,505.00
<b>3 Materials / Supplies</b>						
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
<b>Total Program Expenses</b>				130,325.00	108,047.00	22,278.00
<b>TOTAL DIRECT EXPENSES</b>				130,325.00	108,047.00	22,278.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs-Indirect Costs	1.0000	16207.050	EA	16,207.00	0.00	16,207.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020**  
**Agency: Plumas County**  
**Application: Planning**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Notes : Indirect Costs incurred by Plumas County including rent, utilities, internet, accounting and other office costs. Other indirect costs include staff time preparing reports and payment request to CA OHV.						
<b>Total Indirect Costs</b>				16,207.00	0.00	16,207.00
<b>TOTAL INDIRECT EXPENSES</b>				16,207.00	0.00	16,207.00
<b>TOTAL EXPENDITURES</b>				146,532.00	108,047.00	38,485.00

<b>TOTAL PROJECT AWARD</b>	<b>108,047.00</b>	
----------------------------	-------------------	--

## **Project Agreement General Provisions (Nonfederal Applicants Only)**

### **A. Definitions**

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

### **B. Project Execution**

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

#### C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

#### D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

**E. Project Termination**

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

**F. Hold Harmless**

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

**G. Financial Records**

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

**H. Use of Facilities**

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chapple-Zberg Off-Highway Motor Vehicle Law of 1993.

**I. Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

**J. Application Incorporation**

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

**K. Severability**

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

**L. Governing Law**

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.



- H. Procure NEPA/CEQA contractor to perform necessary surveys of the proposed routes and prepare reports detailing the findings. This contractor shall be approved by the U.S. Forest Service.
- I. Provide OHV Grant Manager to coordinate on the ground tasks with the U.S. Forest Service and contractor (Sierra Buttes Trail Stewardship).
  - a. Performs site visits to ensure project quality and competition.
  - b. Reviews all documentation, prepares reports and payment requests.
  - c. Coordinates all communication with the California OHV Grant Administrator to complete the project.
  - d. Works with SBTS Volunteer Coordinator to help manage and education volunteers on organized trail scouting days.
  - e. Responsible for project monitoring.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. **PAYMENT/REIMBURSEMENT.** The maximum total cost liability from the County to the U.S. Forest Service for this agreement is \$11,690.00. The U.S. Forest Service shall bill the County quarterly beginning June 2021, for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as Forest Service expenditures. Overhead is assessed at the rate of 0 percent.

Billings will be sent to:

Kevin Correira, Director  
County of Plumas Facility Services & Airports  
198 Andy's Way  
Quincy, CA 95971

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of, or prior to, the end of each fiscal year. Therefore, out of cycle bills may be received by the County.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.

#### **B. SPECIAL BILLING REQUIREMENTS - FINANCIAL DOCUMENTATION**



FS Agreement No. 21-CS-11051100-004

Cooperator Agreement No. G19-03-84-P01

**CHALLENGE COST SHARE AGREEMENT**  
Between The  
**PLUMAS, COUNTY OF**  
And The  
**USDA, FOREST SERVICE**  
**PLUMAS NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Plumas, County Of, hereinafter referred to as "Plumas County," and the USDA, Forest Service, Plumas National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriations Act of 1992, Pub. L. 102-154, and Cooperative Funds Act of June 30, 1914 (U.S.C. 498 as amended by Pub. L. 104-127).

Background: The Plumas National Forest and Plumas County are mutually interested in planning new trails and realigning existing user created trails in the Claremont area, in order to develop a new Claremont trail system. The system would be constructed south of Quincy, CA, on the Mt. Hough Ranger District. The work will be performed using funds awarded to Plumas County from a California State Off-Highway Vehicles (OHV) grant.

Title: Claremont Off-Highway Vehicles Trail System Planning

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to perform OHV related planning activities including, but not limited to: providing survey analysis of the project area for archaeological, botanical, hydrological, soil and wildlife resources; preparation of resource specialist reports to analyze user created or existing trails, re-routes and new trails; completion of layout and design of new routes; and completion of an Environmental Analysis decision document (NEPA/CEQA). It also documents the contribution of funds from Plumas County to the U.S. Forest Service for summarizing, compiling and reviewing biological, hydrological, and archaeological data, NEPA decision oversight, and NEPA document review for new trail development in the Claremont area of the Mt. Hough Ranger District. All activities are undertaken in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**



The Forest Service provides a variety of recreation opportunities for the public, while also protecting natural resources. Plumas County is responsible for effectively managing facilities in support of the core functions of Plumas County government. Coordinating OHV trail opportunities is in the interest of Plumas County since the health and safety of the public falls to County resources. Proper design and maintenance of new OHV systems offers increased public safety, enhanced opportunities for local recreation, improved tourism, and ultimately stronger communities.

In Consideration of the above premises, the parties agree as follows:

**III. Plumas County SHALL:**

- A. **LEGAL AUTHORITY.** Plumas County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. **USE OF GOVERNMENT OWNED VEHICLES.** U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. **BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL.** Plumas County may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Perform in accordance with the Financial Plan (Exhibit A).
- E. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan (Exhibit A).
- F. Perform according to requirements for implementation of OHV grant agreement (G19-03-84-P01) with the State of California, working with Plumas National Forest specialists in the planning of new trails and the re-route of existing trails in order to protect cultural and natural resources.
- G. Procure Trail Crew Contacter – Sierra Buttes Trail Stewardship (SBTS)



Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. The U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500.00, and only when County requirements are clearly defined within this clause.

Special billing requirements include submitting progress, performance or other reports regarding the status of work performed on the Project as Plumas County may request based on requests from their Grantor (the State).

**C. SPECIAL BILLING REQUIREMENTS-PROGRAM DOCUMENTATION**

The U.S. Forest Service Program Manager shall provide County with a written report that meets County's specific documentation requirements.

**D.** Provide Plumas County with technical expertise and direction from staff to accomplish necessary trail design if required. Forest Service specialists are indicated in Scope of Work (Exhibit B).

**E.** Coordinate with Plumas County NEPA/CEQA Contractor as indicated in the Scope of Work (Exhibit B).

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**A. PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Kevin Correira, Director Plumas County, Facility Services 198 Andy's Place Quincy, CA 95971 Telephone: (530) 283-6070 Email: KevinCorreira@countyofplumas.com	Robert McAdams, Fiscal Officer II Plumas County, Facility Services 198 Andy's Place Quincy, CA 95971 Telephone: (530) 283-6299 Email: RobertMcAdams@countyofplumas.com
Cooperator Administrative Contact	Mandy Beatty (Contractor) Trails Manager Sierra Buttes Trail Stewardship 550 Crescent Street



Quincey, CA 95971  
Telephone: 530-517-8409  
Email: [mandy@sicrratrails.org](mailto:mandy@sicrratrails.org)

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Leslie Edlund Mt. Hough Ranger District 39696 Hwy 70 Quincey, CA 95971 Telephone: (530) 283-7620 Email: <a href="mailto:leslie.edlund@usda.gov">leslie.edlund@usda.gov</a>	Louise Ewen Tahoe National Forest 631 Coyote St. Nevada City, CA 95959 Telephone: (530) 478-6127 Email: <a href="mailto:louise.ewen@usda.gov">louise.ewen@usda.gov</a>

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Plumas County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Plumas County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or Plumas County from participating in similar activities with other public or private agencies, organizations, and individuals.

D. **ENDORSEMENT.** Any of Plumas County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Plumas County's products or activities.

E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for Plumas County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Plumas National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services



prior to use of the insignia. The U.S. Forest Service Plumas National Forest will notify the Plumas County when permission is granted.

F. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.** Plumas County agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Plumas County hereby willingly agree(s) to assume these responsibilities.

Further, Plumas County shall provide any necessary training to Plumas County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Plumas County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. **NONDISCRIMINATION.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.



- I. **ELIGIBLE WORKERS.** Plumas County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Plumas County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Plumas County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**
  1. **Financial Reporting**

Plumas County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
  2. **Accounting Records**

Plumas County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
  3. **Internal Control**

Plumas County shall maintain effective control over and accountability for all U.S. Forest Service funds. Plumas County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.
  4. **Source Documentation**

Plumas County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.



**L. INDIRECT COST RATES- PARTNERSHIP**

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

**M. AGREEMENT CLOSEOUT**. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to Plumas County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Plumas County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

**N. PROGRAM PERFORMANCE REPORTS** The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.



Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Plumas County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with Plumas County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

O. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** Plumas County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Plumas County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

P. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

Q. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government



owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

R. **PUBLIC NOTICES**. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Plumas County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Recreation Programs of the U. S. Forest Service, Department of Agriculture"

Plumas County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Plumas County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

S. **PROPERTY IMPROVEMENTS**. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles Plumas County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

T. **CONTRACT REQUIREMENTS**. Any contract under this agreement must be awarded following Plumas County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Plumas County must maintain cost and price analysis documentation for potential U.S. Forest Service review. Plumas County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

U. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA**. Plumas County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

V. **TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS**.



Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Plumas County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Plumas County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Plumas County or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Plumas County's program;



4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

Y. **TERMINATION BY MUTUAL AGREEMENT.** This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Plumas County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Plumas County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, Plumas County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Plumas County for the United States Federal share of the non-cancelable obligations properly incurred by Plumas County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

Z. **ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

AA. **DEBARMENT AND SUSPENSION.** Plumas County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Plumas County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

BB. **PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:** All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:



- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
  - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

**CC. TERMINATION FOR COLLECTION AGREEMENTS.** Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.

**DD. MODIFICATIONS.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



EE. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through 12/31/2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

FF. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

*K. C.*

3/15/20

KEVIN CORREIRA, Director

-----  
Date:

## Plumas County, Facility Services

CHRISTOPHER CARLTON

CHRISTOPHER CARLTON, Forest Supervisor  
U.S. Forest Service, Plumas National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

# DAVID WAGNER

Digitally signed by DAVID WAGNER  
Date: 2021.03.12 14:17:07 -08'00'

DAVID WAGNER

Date \_\_\_\_\_

### U.S. Forest Service Grants Management Specialist

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Forest Service Agreement # 21-CS-11051100-004

Cooperator Agreement # G19-03-84-P01

## Collection Agreement Financial Plan (Exhibit A)

## Cooperator and FS Contributions

COST ELEMENTS and related data		Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Estimates		Subtotal	Subtotal	Combined Subtotals
<b>PERSONNEL</b>				
Resource Specialists (List all personnel):				
	# of Days	\$/Day		
Botanist	6.25	\$324.00	\$2,025.00	\$2,025.00
Wildlife Biologist	6.25	\$322.40	\$2,015.00	\$2,015.00
Recreation Technician	6.25	\$231.36	\$1,446.00	\$2,889.00
Archaeologist	6.25	\$370.24	\$2,314.00	\$2,314.00
Hydrologist	6.25	\$308.80	\$1,930.00	\$1,930.00
Public Service Staff	6.25	\$313.60	\$1,960.00	\$1,960.00
NEPA Planner			\$656.00	\$656.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Subtotal, Personnel:</b>	<b>37.50</b>	<b>\$11,690.00</b>	<b>\$5,505.00</b>	<b>\$17,195.00</b>
<b>TRAVEL</b>				
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	Per Diem and Lodging	
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Subtotal, Travel:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EQUIPMENT</b>				
Name and Type of Equipment:	Unit Cost	Quantity		
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Subtotal, Equipment:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUPPLIES</b>				
Name and Type of Supplies:	Unit Cost	Quantity		
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Subtotal, Supplies:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

CONTRACTUAL COSTS			
Describe Contracts that will most likely result from this project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Contractual:		\$0.00	\$0.00
OTHER COSTS			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Other:		\$0.00	\$0.00
TOTAL DIRECT CHARGES		\$11,690.00	\$5,505.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		
Total Party Costs		\$11,690.00	\$5,505.00
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperative Contribution	
TOTAL CHARGES		\$0.00	
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		\$0.00
Total Pass-Through Costs		\$0.00	
TOTAL PROJECT COSTS			
\$17,195.00			

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2200 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Exhibit B**  
**Scope of Work**  
**Claremont Trail Planning**  
**21-CS-11051100-004**

The Claremont project will evaluate existing system and non-system OHV trails on Claremont Peak and the surrounding area, in order to add approximately 40 miles of Forest Service system OHV trails to the area. The goal of this new trail development is to provide connectivity between the communities of Meadow Valley, Quincy and LaPorte Road and connect to existing infrastructure including campgrounds. Additionally, this trail system will provide new and expanded opportunities for OHV users in the Quincy area to meet an increasing demand.

The planning effort will include survey and evaluation of existing system and non-system trails in the Claremont Peak area. This includes:

1. Survey, flagging, and mapping of approximately 40 miles of trails to assess suitability for Forest Service system trails.
2. Developing, bidding and execution of a contract to complete resource surveys for NEPA by a third party.
3. Securing all necessary approval and/or permits required, if applicable.
4. Completion of all NEPA required reports.
5. Review of all NEPA reports and decision documents by Forest Service staff.
5. Completion of Claremont NEPA/CEQA document resulting in a Claremont OHV Trail Project Decision.



3C7

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Meeting: September 7, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Facility Services to pay invoice without contract  
in the amount not to exceed \$1,644.00 due to work being done before  
we had one in place.

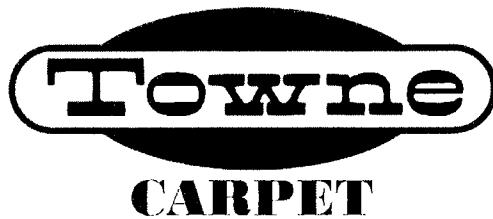
---

### Background

Facilities and the Ag department had the new Ag Directors room re-carpeted and was done while I was out of the office for a few days so the contract did not get written but the work was done

### Recommendation

Authorize Facility Services to Pay Towne Carpet Invoice in the amount of \$1,644.00



1080 East 20th Street  
Chico, CA 95928  
(530) 343-0215

Page 1

INVOICE

CG101619

Sold To

PLUMAS COUNTY FACILITY SERVICES  
198 ANDY'S WAY  
QUINCY, CA 95971

Ship To

FAIRGROUNDS - AG DEPT  
QUINCY, CA 95971

Invoice Number	Invoice Date	PO Number	Phone
CG101619	07/27/21	269836	530-386-4373

FURNISH & INSTALL:

LVP COLOR SUNRISE IN 1 OFFICE AND CLOSET.

- WE WILL GO OVER EXISTING VCT
- CUSTOMER TO MOVE FURNITURE AND R&R WOOD BASE

— 07/27/21 ————— 10:47AM —————

Sales Representative(s):

TOM SIGEL

Subtotal:	1,644.00
Sales Tax:	0.00
Misc. Tax:	0.00

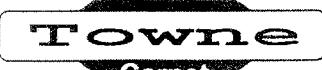
Payable upon receipt.

We appreciate your business!

INVOICE TOTAL: \$1,644.00  
Discount: 0.00

Less Payment(s): 0.00

BALANCE DUE: \$1,644.00



CONTRACTOR LICENSE  
NO. 352667

J.D. 336-4373cc

**CONTRACT#**

269836

1080 E. 20th Street, Chico, CA 95928 • (530) 343-0215 • Fax (530) 893-5866  
[www.townecarpet.com](http://www.townecarpet.com) • (800) 675-0585

SOLD TO	Plumas County Facility	HOME	BUS	DATE
ADDRESS			SLS/REP	Tom 6/17/21
CITY		JOB LOCATION		
CONTRACTOR				
WE AGREE				

**WE AGREE**

furnish + install:  
L.V.P. color Sunrise in 1 office + closet.  
+ we go over existing V.C.T.  
+ customer to move furniture + RTR and base

### CA. CPT ASSESSMENT \$

FOR THE SUM OF	164.00	DEPOSIT	BALANCE	TERMS
----------------	--------	---------	---------	-------

I (We) agree to the above prices and specifications and the terms and conditions printed below. I (We) have read these terms and conditions which constitute a part of this agreement as witnessed by my signature hereto. I (We) authorize Towne Carpet to perform the work specified above. Warranty info received.

**TERMS AND CONDITIONS OF SALE** - By law Towne Carpet is unable to remove any materials containing asbestos. Carpet and vinyl colors may vary from samples due to differences in dye lots. Towne Carpet will not be responsible for conditions arising from excessive moisture or alkali in cement foundations. Towne Carpet can not guarantee that all floor covering seams will be invisible. Return of special order items are subject to a restocking fee. Towne Carpet is not responsible for errors due to customer's measurements or for measurements taken from blueprints. Towne Carpet will not alter doors. Towne Carpet will not replace toilets and will not remove or replace other plumbing fixtures or gas appliances. Towne Carpet is not responsible for additional prep that is not surface visible. Additional floor prep, other than is indicated above, will be charged at \$35 per hour plus material. Installation guarantees are void if rooms are not heated to a minimum of 65 degrees before installation. Payment of the balance is due and payable upon completion of the work contracted for, unless otherwise stated. Any balance remaining unpaid 30 days after completion of work shall accrue interest at the rate of 1 1/2% per month (18% per annum). In the event of litigation arising under this contract, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other damages or relief recovered.

SALESMAN

**CUSTOMER**

JD M.

DATE 6-18-21

---

**CUSTOMER**

CUSTOMER NO.

PAYMENT  
AMOUNT

DATE

For Office Use Only



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: September 7, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign contract between Facility Services and Heat Transfer Systems.

---

### **Recommendation**

Approve and authorize Board Chair to sign contract between Facility Services and Heat Transfer Systems.

### **Background and Discussion**

Heat Transfer Systems provides HVAC system inspection, maintenance, and repair for the County's facilities.

Contract not to exceed \$12,000.00.

A copy of the contract is on file with the Clerk of the Board.

## 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 **Dept. of Facility Services** (hereinafter referred to as "County"), and **Jason Blust, a sole proprietor doing business as Heat Transfer Systems** (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 **Twelve Thousand dollars (\$12,000)**.
3. Term. The term of this agreement shall be from **October 1, 2021 through September 30, 2022**, unless terminated earlier as provided herein. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
4. 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.
5. 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.
6. 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 \_\_\_\_\_

7. 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.
8. 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 thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
    - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

\_\_\_\_\_ COUNTY INITIALS

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

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

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

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

- 9. 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. In particular, Contractor represents that it holds a current and active license as a **Class C-20 Warm-air Heating, Ventilating, and Air Conditioning contractor, issued by the State of California, No. 1002273.**

10. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
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.

\_\_\_\_\_ COUNTY INITIALS

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:

Facility Services  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: Kevin Correira, Director

Contractor:

Heat Transfer Systems  
64 Bresciani Lane  
Quincy CA 95971  
Attention: Jason Blust, Owner

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. 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 or to the State Auditor upon the request of either the State Auditor or the County.

COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS

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.

\_\_\_\_\_COUNTY INITIALS

- 6 -

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

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

**CONTRACTOR:**

Jason Blust, a sole proprietor doing business as  
Heat Transfer Systems

By: \_\_\_\_\_  
Name: Jason Blust  
Title: Owner  
Date signed:

**COUNTY:**

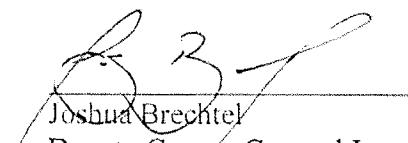
County of Plumas, a political subdivision of  
the State of California

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board  
Date signed:

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

8/31/2021

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

**EXHIBIT A**

**Scope of Work**

1. Contractor shall provide HVAC services on an 'as-needed' basis upon request by the Department of Facility Services.
2. Services contemplated by the parties include, but are not limited to, the following:
  - a. Service
  - b. Repair
  - c. Inspect
3. All work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

**EXHIBIT B**

**Fee Schedule**

1. Unless otherwise specified, Contractor shall be paid at the following rate:
  - a. Labor - \$180/hour
2. Unless otherwise specified, Contractor shall be paid monthly upon submittal of a written invoice to County setting forth the following:
  - a. A description of the services provided including the date of service(s), amount of time expended, and any applicable hourly rate.
  - b. A description of any reimbursable materials and costs incurred, dates(s) incurred, to whom incurred, together with supporting documentation for the same.
3. Unless otherwise specified, County shall make payment within 30 days of receipt of Contractor's invoice.
4. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Paragraph 2 on page 1 of this agreement.

**Exhibit E**  
**Confidentiality Agreement**

**CONFIDENTIALITY AGREEMENT FOR CONTRACTORS**

Background

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, **Jason Blust**, acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

---

Signature

---

Date

3 DI



## BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors *T.F.*

FROM: Tracey Ferguson, AICP, Planning Director

MEETING DATE: September 7, 2021

SUBJECT: CONSENT ITEM: Approve and authorize Chair to sign Letter of Support to Plumas County Resource Advisory Committee on behalf of the Plumas County Fire Safe Council Coordination Support Grant Funding Application

### STAFF RECOMMENDATION:

Approve and authorize Chair to sign Letter of Support to the Plumas County Resource Advisory Committee on behalf of the Plumas County Fire Safe Council Coordination Support Grant Funding Application.

### BACKGROUND/DISCUSSION:

The Plumas County Fire Safe Council is applying for Plumas County Resource Advisory Committee (RAC) funding to support staffing capacity and other resources in the amount of approximately \$56,000.

The RAC application requires a letter of support from various partners.

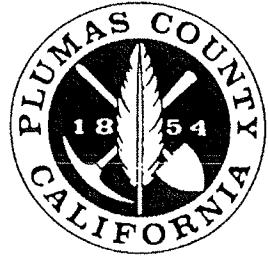
The Plumas County Fire Safe Council seeks the Plumas County Board of Supervisors support for their application by way of a letter of support.

### ATTACHMENTS:

1. Letter of Support (drafted by Planning)
2. Forest Service Informational News Release for Butte & Plumas Resource Advisory Committees Funding Opportunity

# BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



September 7, 2021

**RE: Plumas County Fire Safe Council  
Board of Supervisors Letter of Support  
Plumas County Resource Advisory Committee (RAC)  
Coordination Support Funding Consideration**

Dear Plumas County RAC,

The Plumas County Fire Safe Council is a valuable partner of Plumas County in providing fire prevention service benefits to County residents to help reduce the loss life and property caused by wildfire. Whether it's through their support of community educational programs for fire safety and household preparedness, the senior/disabled defensible space program, the County-wide chipping program providing green waste solutions, or involvement with community and property fuel reduction treatments, the Plumas County Fire Safe Council delivers an invaluable resource of public outreach and direct fuel reduction assistance programs to landowners.

The Plumas County Fire Safe Council has an established history of successful outreach and project implementation and has secured \$18.9 million in grant funds and provided Hazardous Fuel Reduction on over 13,000 acres in Plumas County. They draw on the expertise of their diverse membership to assist local communities with hazard assessment, project prioritization, and implementation. Continued organizational capacity is critical, and particularly now more than ever, as Plumas County prepares for repeat extreme fire behavior each fire season.

The Plumas County Board of Supervisors strongly supports the Plumas County Fire Safe Council's application for RAC coordination support. These funds will contribute greatly to the Fire Safe Council's resources, staffing capacity, and collaboration with Plumas County and its residents.

Sincerely,

Jeff Engel  
Chair, Board of Supervisors

Plumas National Forest

## Forest Service News Release

Public Affairs Officer: Lee Anne Schramel  
(530) 283-7850  
[elizabeth.schramel@usda.gov](mailto:elizabeth.schramel@usda.gov)  
<https://www.fs.usda.gov/plumas>  
[www.facebook.com/usfsplumas](http://www.facebook.com/usfsplumas)  
[www.twitter.com/usfsplumas](http://www.twitter.com/usfsplumas)

### Butte & Plumas Resource Advisory Committees

*Project applications available*

**Quincy, May 14, 2021** - Project applications are available for funding consideration by the Butte and Plumas Resource Advisory Committees (RAC) and the Plumas National Forest Supervisor, per the provisions of the Secure Rural Schools and Community Self-Determination Act of 2000.

Projects must have broad-based support with objectives that may include, but are not limited to: road, trail, and infrastructure maintenance or obliteration; soil productivity improvements; improvements in forest ecosystem health; watershed restoration and maintenance; wildlife and fish habitat improvements; control of noxious and exotic weeds; reintroduction of native species, and hazardous fuels reduction.

The updated project application & critical, related instructions may be found at: [www.fs.usda.gov/plumas](https://www.fs.usda.gov/plumas). Look for the “Related Links” menu on the right-hand side of the home page. Links to other information about the Secure Rural Schools legislation and county RACs can be found in the same location.

Approximately \$80,000 (Butte RAC) / \$400,000 (Plumas RAC) is available for projects starting in mid-2022. A hard copy application package *must be received* no later than 4:00 pm September 30, 2021, addressed to: Butte RAC, c/o Plumas National Forest – Feather River Ranger District, 875 Mitchell Ave, Oroville, CA 95965-4699, Attn. Dave Brillenz (530-534-6500) or the Plumas RAC c/o Plumas National Forest - Beckwourth Ranger District, 23 Mohawk Hwy, Blairsden, CA 96103, Attn: Matt Jedra (530-836-2575).

The RACs will review applications in the fall of 2021 (Federal Fiscal Year 2022) and provide their recommendations to the Plumas National Forest Supervisor for funding decisions. All RAC project proposals must be closely coordinated early in the process with appropriate Ranger District representatives and other key partners during the application process. Projects that don't include a coordination letter with support from the applicable District Ranger will not be considered.

###

For information about the Plumas National Forest visit [http://www.fs.usda.gov/plumas](https://www.fs.usda.gov/plumas) and [www.facebook.com/usfsplumas](http://www.facebook.com/usfsplumas).

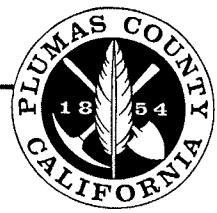
USDA is an equal opportunity provider, employer, and lender.

3D2

## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street  
Quincy, CA 95971-9143  
(530) 283-7011

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



August 30, 2021

**TO:** The Honorable Board of Supervisors *T.D CW*

**FROM:** Tracey Ferguson, Planning Director  
Charles White, Director of Building Services

**SUBJECT:** Agenda request for September 7, 2021

**RE:** First Amendment to Agreement by and between Plumas County and Smile Business Products, Inc., for copy machine maintenance services

### Recommended Action

Approve and authorize Chair to sign First Amendment to Agreement by and between Plumas County and Smile Business Products, Inc. Approved as to form by County Counsel.

### Background

The Planning & Building Services Department has a Services Agreement dated May 15, 2015, with Scott Tanner Business Equipment for copy machine maintenance services. Scott Tanner Business Equipment was sold to/purchased by Smile Business Products, Inc. effective May 26, 2021. The parties to the Services Agreement wish to assign the Agreement to Smile Business Products effective May 26, 2021.

All other provisions of the Agreement shall remain unchanged.

### Attachment

First Amendment to Agreement

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND SMILE BUSINESS PRODUCTS, INC.**

This First Amendment to Agreement ("Amendment") is made on May 26, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Smile Business Products, Inc., a California corporation ("CONTRACTOR") who agrees as follows:

- 1. Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Scott Tanner Business Equipment have entered into a written Agreement dated May 15, 2015, (the "Agreement"), in which Scott Tanner Business Equipment agreed to provide maintenance services for a Sharp MX-6240N and Sharp MX-283N, and related parts and equipment to Plumas County.
  - b. Because Scott Tanner Business Equipment was sold to/purchased by Smile Business Products, Inc., the parties desire to change the Agreement.
- 2. Amendments:** The parties agree to amend the Agreement as follows:
  - a. This Agreement is made this 12<sup>th</sup> day of May, 2015, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Planning & Building Services (hereinafter referred to as "County"), and Smile Business Products, Inc., a California corporation (hereinafter referred to as "Contractor").
- 3. Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 12, 2015, shall remain unchanged and in full force and effect.

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

**CONTRACTOR:**

Smile Business Products, Inc.

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

Name: Joseph Reeves

Title: COE/President

Date:

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

Name: Lindann Fleig

Title: Secretary

Date:

**COUNTY:**

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

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

Name: Jeff Engel, Chair

Board of Supervisors

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

**ATTEST:**

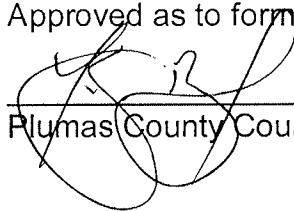
By: \_\_\_\_\_

Name: Heidi Putnam

Title: Clerk of the Board of Supervisors

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

Approved as to form:

  
Plumas County Counsel



## BOARD OF SUPERVISORS STAFF REPORT

**DATE:** August 10, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Rebecca Herrin, Assistant Planning Director *RH*

**MEETING DATE:** September 7, 2021

**SUBJECT:** Consent item: Refund a portion of fee for Special Use Permit due to withdrawal of application (\$757.00)  
(U 8-20/21-08)

**APPLICANT:** Jon Borden

**OWNER:** Borden Property Management, LLC

**BACKGROUND:** The application for the special use permit was received on August 20, 2020. The application was deemed incomplete on October 16, 2020 and a letter outlining issues outstanding with the application was mailed on November 17, 2020 (Attachment 1). Applicant withdrew the special use permit on July 27, 2021 (Attachment 2).

**The total application fee collected for the Special Use Permit was \$1,231.00. The total amount includes fees collected for Planning, Public Works and Engineering costs for processing the application. The portion collected by Planning fee was \$1,060.00.**

Public Works' and Engineering's fees are considered fees for reviewing the application and providing comment. These fees are not a part of the refund as staff of these departments provided review and comment. Planning staff time spent to receive the application and provide initial review was calculated to be 3 hours. At the staff rate of \$101.00/hour, \$303.00 was expended by the Department. The remainder of the fee is therefore the portion that should be refunded to the applicant (a total of \$757.00).

**RECOMMENDED ACTION:** Staff recommends approval of a partial refund for the withdrawal of the special use permit in the amount of \$757.00 to Borden Property Management, LLC.



## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971      [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

November 16, 2020

Jon Borden  
P.O. Box 3094  
Olympic Valley, CA 96146

RE: Special Use Permit U 8-20/21-08  
74274 Highway 70  
Portola, CA 96122  
APN 125-040-025

Dear Jon Borden,

This is written in regards to Special Use Permit U 8-20/21-08 submitted for the property located at 74274 Highway 70, Portola, CA (APN 125-040-025).

The 30-day review period for completeness of the Special Use Permit for the metal storage buildings ended on October 16, 2020. The application submitted has been determined to be incomplete and additional information will need to be submitted.

Additional information is being requested by the Plumas County Department of Public Works and the Eastern Plumas Rural Fire Protection District. The comment letters detailing the information being requested are enclosed with this letter.

Additionally, for your review are the other comments received by the Planning Department during the 30-day review period.

Please provide the requested information at your earliest convenience to reduce any further delay in the processing of the Special Use Permit application.

Per Plumas County Code Sec. 9-2.602(b) for Special Use Permits, the required documentation must be submitted within one (1) year of the date of determining the application incomplete (date of this letter). If the required documentation is not submitted within one (1) year from the date of this email, the application will be considered withdrawn.

Please don't hesitate to give me a call at (530) 283-6207 or email me at [TimEvans@countyofplumas.com](mailto:TimEvans@countyofplumas.com) if you have any questions.

**ATTACHMENT 1**  
\* Mailed 11/17/20

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Timothy Evans". The signature is fluid and cursive, with "Timothy" on the top line and "Evans" on the bottom line.

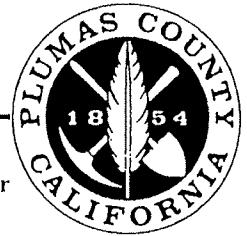
Tim Evans  
Associate Planner

Enclosures

1. Letter from the Plumas County Department of Public Works
2. Letter from the Eastern Plumas Rural Fire Protection District
3. Letter from Plumas County Environmental Health
4. Letter from the Plumas County Building Department
5. Email from the California Department of Transportation
6. Email from the Grizzly Lake Community Services District

# 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 Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



## Memorandum

**Date:** October 7, 2020

**To:** Tim Evans, Associate Planner

**From:** Bob Perreault, Public Works Director

**Re:** Response to Preliminary Review & Consultation memo for Jon Borden – Special Use Permit U 8-20/21-08, located at 74274 Highway 70, Portola

The Department of Public Works offers the following comments:

1. The latest FEMA flood mapping provides base flood elevations that show the proposed storage units to be located within the FEMA Flood Zone A. Construction within an “Area of Special Flood Hazard” or the method of determination of “Areas of Special Flood Hazard”, shall be in compliance with the provisions of Chapter 17 of Title 8 of Plumas County Code.

Please contact Rob Thorman at (530) 283-6495 for assistance with the provisions of Plumas County Code pertaining to the administration of flood hazard areas.

2. A grading and drainage plan shall be submitted to the Department of Public Works for review and approval prior to issuance of a building permit for construction or grading activity. The drainage plan and associated calculations shall be prepared by a civil engineer, licensed to practice in the state of California.

Please be advised that review of grading and drainage plans are subject to a technical report fee of \$1,000.00. This fee is deposited as an escrow account with unused funds reimbursed to the project applicant.

3. The Department of Public Works finds this application incomplete pending review of information demonstrating compliance with the provisions of Chapter 17 of Title 8 of Plumas County Code.

**RECEIVED**

OCT 19 2020

PC Planning+Building

A handwritten signature of Robert A. Perreault in black ink, with a stylized "A" and "P".  
\_\_\_\_\_  
Robert A. Perreault, Director  
Department of Public Works



## Eastern Plumas Rural Fire Protection District

141 Delleker Rd. Portola, CA 96122 Phone: 530.832.5626 Fax: 530.832.5446  
[eprfpd@att.net](mailto:eprfpd@att.net)

October 16, 2020

Tim Evans

Associate Planner

Plumas County Planning & Building Services

RE: Preliminary Review & Consultation, Special Use Permit U 8-20/21-08 Jon Borden

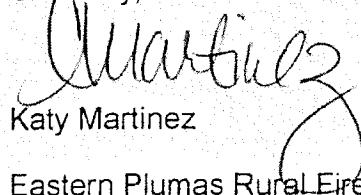
Dear Tim,

Eastern Plumas Rural Fire Protection District is in receipt of your information on this project and has the following comments/questions:

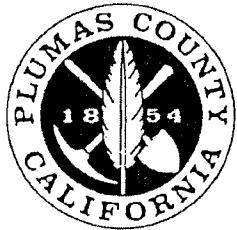
1. Will this facility house boats or RV's
2. Will this facility have a sprinkler system

Thank you for the opportunity to ask questions. Please feel free to contact us at 530-832-5626 or by email at [eprfpd@att.net](mailto:eprfpd@att.net).

Sincerely,

  
Katy Martinez

Eastern Plumas Rural Fire Protection District



# Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

---

**DATE:** September 24, 2020

**TO:** Tim Evans  
Plumas County Planning & Building Services

**RE:** Jon Borden  
U 8-20 / 21-08  
APN: 125-040-025

---

This is to notify you that this Department:

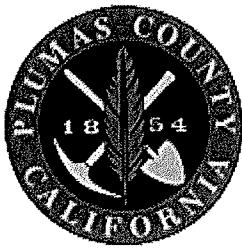
APPROVES  
 APPROVES SUBJECT TO:  
 CANNOT APPROVE DUE TO THE FOLLOWING:  
 FINDS THE APPLICATION INCOMPLETE DUE TO:

Any structures or facilities requiring water supply or sewage disposal must connect to the Grizzly Lake CSD community water and community sewer system.

Sincerely,

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

Rob Robinette  
Environmental Health Specialist II



## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971      [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

September 17, 2020

TO: Charles White, Building Services Director  
FROM: Tim Evans, Associate Planner

RE: Preliminary Review & Consultation  
Special Use Permit  
U 8-20/21-08  
Jon Borden

We have received an application from Jon Borden to construct and operate 42 15' x 48' storage units. This project is located at 74274 Highway 70, Portola, CA; unincorporated Plumas County; APN 125-040-025; T23N/R13E/Sec.35, MDM.

Enclosed is information on this project. I am reviewing this project to determine if the application is complete and to determine if the project may have a significant effect on the environment. I would appreciate any suggestions you could make as to how the project might be modified to reduce or avoid any significant effects. Also, I would appreciate any recommendations you can make regarding approval or conditions of approval. If you need more information, let me know. Please be as specific as you can, as that will assist me in obtaining information you might need.

If you have no comment on this project, I would appreciate being told. Return of this memo with a "no comment" written on it will do. Please respond by October 16, 2020, whether or not you have a comment. If you intend to respond but cannot do so by October 16, 2020, please email me at [TimEvans@countyofplumas.com](mailto:TimEvans@countyofplumas.com) or call me at (530) 283-6207.

Thank you for your assistance.

### Building Permits Required for Structures

Note: Self Storage units have been added to the S-1 occupancy classification (2019 CBC 311.2)

S-1 occupancies over 12,000 Sqft require NFPA 13 fire sprinkler system (2019 CBC 903.2.9)

Both structures are over 12,000 Sqft

9/22/2020 *CEW*

## Evans, Tim

---

**From:** Gonzalez, Marcelino@DOT <[marcelino.gonzalez@dot.ca.gov](mailto:marcelino.gonzalez@dot.ca.gov)>  
**Sent:** Wednesday, September 30, 2020 7:40 AM  
**To:** Evans, Tim  
**Cc:** Chaffin, Fred N@DOT; Grah, Kathy M@DOT; Battles, Michael@DOT  
**Subject:** FW: Plu-70-74.65 Special Use Permit U 8-20\_21-08 Borden Ministorage due Oct 14

Recommendations for driveway connection and gate setback once retaining wall concerns addressed.

---

**From:** Solorio, Jesse@DOT <[Jesse.Solorio@dot.ca.gov](mailto:Jesse.Solorio@dot.ca.gov)>  
**Sent:** Tuesday, September 29, 2020 4:29 PM  
**To:** Stinger Jr, Rob F@DOT <[rob.stinger@dot.ca.gov](mailto:rob.stinger@dot.ca.gov)>; Gonzalez, Marcelino@DOT <[marcelino.gonzalez@dot.ca.gov](mailto:marcelino.gonzalez@dot.ca.gov)>  
**Subject:** RE: Plu-70-74.65 Special Use Permit U 8-20\_21-08 Borden Ministorage due Oct 14

The proposed use is commensurate with other use in the surrounding area. There are two other mini storage units within 1,200' to the east on the same side of the highway.

I have concerns with the driveway geometrics. The plan provided shows a 30' wide driveway. The plan view does not show the proposed location of the security gate. Scaling off to the southernmost edge of the driveway, the best that could be achieved is around 35' of depth, which would not accommodate a large truck and trailer. The other two mini storage units have the gates approximately 40' and 48' setback from the fog line. The other units also have widened aggregate base shoulders. The proponent needs to demonstrate appropriate storage for the intended use vehicles to park while accessing the gate key.

I'm not sure what vehicle we should use. An example would be a extra cab pickup (13') plus a 24' trailer, plus say two feet buffer for the gate and four feet clear to the fog line. The total here would be 43' which is in between the other two storage units.

There is only about 600' of stopping sight distance for vehicles approaching from the west. The eastern approach has plenty of sight distance for those turning left into the unit. I believe the speed limit is 55 there, but could reasonably expect 60 mph. Table 201.1 of the HDM recommends 580' for stopping sight distance at 60 mph. This just reinforces the need for plenty of room between the fog line and the entry gate.

**Jesse Solorio, P.E.**  
Traffic Engineering & Operations  
Caltrans District 2  
530-225-3250

---

**From:** Stinger Jr, Rob F@DOT <[rob.stinger@dot.ca.gov](mailto:rob.stinger@dot.ca.gov)>  
**Sent:** Tuesday, September 22, 2020 1:37 PM  
**To:** Solorio, Jesse@DOT <[Jesse.Solorio@dot.ca.gov](mailto:Jesse.Solorio@dot.ca.gov)>  
**Subject:** FW: Plu-70-74.65 Special Use Permit U 8-20\_21-08 Borden Ministorage due Oct 14

Jesse – please review and send your comments to Marci.

Thanks.

**Evans, Tim**

---

**From:** Pat Guillory <patglcsd@gmail.com>  
**Sent:** Monday, October 19, 2020 3:39 PM  
**To:** Evans, Tim  
**Subject:** Fwd: Special Use Permit U 8-20\_21-08

This was the email I sent to you regarding the Jon Borden project.

Thank you,  
Pat

----- Forwarded message -----

From: **Grizzly Lake CSD** <glcsddelleker@gmail.com>  
Date: Thu, Oct 8, 2020 at 8:39 AM  
Subject: Re: Special Use Permit U 8-20\_21-08  
To: <patglcsd@gmail.com>

Good morning Tim,

Thank you for sending GLCSD the project information proposed by Jon Borden.

After consulting with our engineering team:

This parcel is on the south side of the highway, and is the parcel East of the wastewater lagoons (towards town). The storage units that are proposed are along the east side of the parcel, so those would be fairly distant from the lagoons (+/- 1200').

But has also proposed a future hotel, which would be within a few hundred feet of our lagoons. (Doesn't seem like a good place for a hotel, but I'm not sure what the county building standards are).

Thank you,  
Pat

On Mon, Oct 5, 2020 at 3:28 PM Grizzly Lake CSD <glcsddelleker@gmail.com> wrote:

----- Forwarded message -----

From: **Evans, Tim** <TimEvans@countyofplumas.com>  
Date: Thu, Oct 1, 2020 at 8:08 AM  
Subject: Special Use Permit U 8-20\_21-08  
To: glcsddelleker@gmail.com <glcsddelleker@gmail.com>

DATE: 1 October 2020

Herrin, Becky

---

**From:** Jon Borden <jon@jonborden.net>  
**Sent:** Tuesday, July 27, 2021 2:29 PM  
**To:** Herrin, Becky  
**Cc:** Evans, Tim  
**Subject:** Special Use Permit U 8-20 / 21-08

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Becky

Would you please withdraw my special use application permit U-20/21-08.

I have purchased Mountain View Industrial Park from the Hartwig family and I look forward to working with you on expansion.

Kind Regards

Jon

Jon Borden



530-582-9999 x7800 phone

530-582-5314 fax

[jonborden22@gmail.com](mailto:jonborden22@gmail.com)

[www.truckeedonnerlodge.com](http://www.truckeedonnerlodge.com)

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE. If the reader of this message is not the intended recipient or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or return email and delete the original message. Thank you.

---

**From:** "Herrin, Becky" <BeckyHerrin@countyofplumas.com>

**Date:** Tuesday, September 17, 2019 at 10:30 AM

**To:** Jon Borden <jonborden22@gmail.com>

**Subject:** C-2 zoning information

ATTACHMENT 2



**Keevin Allred**  
Chief Probation Officer

# County of Plumas

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



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

3E

DATE: September 7, 2021

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KA*

SUBJECT: Approval of contract between the Plumas County Probation Department and Redwood Toxicology.

---

### **Recommendation**

Approve and Authorize the Chair to sign a contract between the Plumas County Probation Department and Redwood Toxicology for the purpose of drug testing Probation clients.

### **Background and Discussion**

The Probation Department contracts with Redwood Toxicology Laboratory for \$70,000 to perform testing on specimens sent to the Lab for court-ordered drug testing.

Therefore, it is respectfully requested the Board of Supervisors to approve and authorize the Chair to sign the contract.

## 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 Probation Department (hereinafter referred to as "County"), and Redwood Toxicology Laboratory, Inc., 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 Seventy Thousand Dollars (\$70,000).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2021 to the 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. Each party agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions.
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

\_\_\_\_\_COUNTY INITIALS

- 1 -

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

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. **Indemnification.** Contractor agrees to and shall indemnify and hold harmless County, its officers, directors, agents, and employees (“County Indemnified Parties”) from and against any and all liabilities, losses, proceedings, actions, damages, claims, or expenses of any kind (including costs and reasonable attorneys’ fees) (collectively, “Losses”), which result from any third party claim relating to bodily injury to or death of any person or damage to real or tangible property, to the extent proximately caused by Contractor’s negligence, recklessness, or willful misconduct in the performance of this Agreement or the County Indemnified Party’s use of the Product in accordance with its product insert, except to the extent of any negligence, recklessness, willful misconduct, or breach on the part of County Indemnified Parties or a Third Party.
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 ten million dollars (\$10,000,000) per occurrence and in the aggregate.
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 10; and
    - ii. Any insurance limitations are independent of and shall not limit the Indemnification terms of this Agreement; and
    - iii. 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

\_\_\_\_\_COUNTY INITIALS

- 2 -

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

10; and

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

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

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County and such consent shall not be unreasonable withheld. The foregoing shall not apply to any work to be performed by an affiliate of contractor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with the Contractor.
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

**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:

Probation Department  
County of Plumas  
270 County Hospital Road, Ste. 128  
Attention: Chief Probation Officer, Keevin Allred

Contractor:

Redwood Toxicology  
Laboratory 3650 Westwind Blvd.  
Santa Rosa, CA 95403  
Attention: Contract Manager

With a copy sent to:

Abbott Laboratories  
Rapid DX North America, Legal Department  
100 Abbott Park

\_\_\_\_\_ COUNTY INITIALS

- 4 -

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

Abbott Park, IL 60064-3500, USA  
Attention: DVP, Abbott Diagnostics Legal

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.**
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:**

Redwood Toxicology Laboratory Inc, a California corporation

By: Mary Tardel  
Name: Mary Tardel  
Title: Director, Government Services  
Date signed: 8/5/2021

**COUNTY:**

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

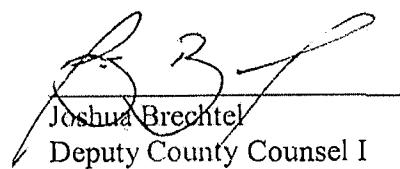
By:   
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed: 8/10/21

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I  
8/4/2021

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

- 6 -

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

**Exhibit A**  
**Scope of**  
**Work**

Contractor and County agree as follows:

**1) DRUG TESTING SERVICES**

- a. Contractor will provide the Services, as described in this Agreement, in connection with County's drug and alcohol testing program. Drugs and panels to be tested by Contractor are described in Exhibit B-1.
- b. Contractor will provide screening and confirmation Services for alcohol and drugs of abuse in urine and oral fluids. Screening and confirmation methodologies vary by drug or metabolite and are subject to change at Contractor's discretion. The most current screening and confirmation methodologies by drug, metabolite and/or panel are provided on Contractor's website.
- c. Contractor's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen collection bottles, security seals and pre-paid shipping labels or containers. All items shipped FOB Shipping Point. Shipping costs for outbound supplies and inbound specimens are provided in Exhibit B-1.
- d. Contractor will supply electronic reporting of laboratory results through our proprietary webpage at <https://toxaccess.redwoodtoxicology.com>. Fax summary and/or hard copy reports will be provided upon written request by County.
- e. Turnaround time for results varies by test and method. Timely receipt of the specimen at the lab may be impacted by weather or postal/courier service delays. Turnaround time may be delayed if Contractor is in receipt of a specimen that shows signs of tampering or has illegible writing on the chain of custody or label. Below is an approximation of Contractor's turnaround times:

**Urine Drug Testing**

- Negative results for basic *urine* tests (non-esoteric) are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) at Contractor's facility.
- Confirmed positive results or esoteric testing requiring GC/MS or LC/MS/MS will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC/MS or LC/MS/MS confirmation.

**Oral Fluid Drug Testing**

- Negative results for oral fluid drug screens are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) at Contractor's facility.
- Confirmed positive results by GC/MS or LC/MS/MS will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC/MS or LC/MS/MS

COUNTY INITIALS

CONTRACTOR INITIALS

confirmation.

- f. Contractor will retain positive specimens for three (3) months.
- g. Contractor will provide litigation packets and court representation/testimony at the prices outlined in Exhibit B-1.

**2) DRUG TESTING PRODUCTS**

- a. Contractor will provide Products, as described in this Agreement, in connection with County's drug and alcohol testing program at the prices outlined in Exhibit B-1. RTL may substitute a generic (unbranded) Product of an identical configuration, at the same price, when branded devices are not available.
- b. Collection and shipping supplies are available for Products. Supplies include requisition forms, specimen collection bottles or beakers, security seals and pre-paid shipping labels or containers. Costs for these collection and shipping supplies are described in Exhibit B-1.

COUNTY INITIALS

CONTRACTOR INITIALS

### **3} PRICE, PAYMENT and RETURNS**

#### **a. Price.**

- i. County agrees to pay RTL for Services and Products in accordance with the pricing provided in Exhibit B-1. RTL may adjust the price for Services and Products by providing written notice to Customer at least thirty (30) days prior to adjustment.
- ii. At the Renewal of contract, Contractor is permitted to increase then-current pricing in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to County.

#### **b. Payments**

- i. Services: Contractor will bill Customer for Services on a monthly basis. County agrees to make payments to RTL within thirty (30) days from the date of invoice.
- ii. Products: Contractor will bill County for Products upon shipment of order. Invoices for Products are sent separately from Services invoices. County agrees to make payments to RTL within thirty (30) days from the date of invoice.
- iii. Overdue accounts bear interest at a rate of 1.5% a month or the maximum amount allowed by law.

#### **c. Returns**

- i. Any order rejected by the County on the basis that the Product is either non-conforming or is defective may be returned to RTL for full credit or replacement as set forth below. All claims must be made within 30 days from date of invoice.
- ii. Any Products returned for any other reason shall be subject to a restocking fee of equal to twenty percent (20%) of said order. All claims must be made within 30 days from date of invoice. A finance charge of 1.5% a month will be assessed on all invoices that are past due. All claims must be made within 30 days from date of invoice.

COUNTY INITIALS

CONTRACTOR INITIALS

**EXHIBIT B**

**Fee Schedule**

See attached.

**Abbott**

3650 Westwind Boulevard  
Santa Rosa, CA 95403  
T: +1 800 255 2159  
F: +1 707 577 8102

**Exhibit B-1**  
**Pricing Schedule**  
**Plumas County Probation Department**  
**Effective July 1, 2021**

**Section I: Laboratory Drug & Alcohol Testing Services - Urine****URINE LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
R96	Urine 9 Panel ALC,AMP,BAR,BZO,COC,CR,OPI,OXY,THC - Screen Only	\$10.00
Various	GC-MS, LC-MS/MS Standard Urine Confirmation - cost per drug	\$12.50
S047	GC-FID Alcohol Confirmation	\$15.00
SP71	Urine 2 Panel HCG,SG	\$9.50
P69	Urine 3 Panel CR,PH,SG	\$5.50

*Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.*

*When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.*

**URINE LAB TESTS - SPECIALTY DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
092	Buprenorphine - Screen Only	\$5.00
S292	Buprenorphine - Confirmation Only	\$25.00
646 or 647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$12.50
5747	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Confirmation Only	\$15.00
2101	Fentanyl - Screen Only	\$6.00
5504	Fentanyl - Confirmation Only	\$40.00
5560	Gabapentin - Confirmation Only	\$90.00
5960	Kratom - Confirmation Only	\$75.00
1163	LSD - Confirmation Only	\$35.00
091	Tramadol - Screen Only	\$10.00
5212	Tramadol - Confirmation Only	\$35.00

**URINE LAB TESTS - SPECIALTY DRUG PANELS**

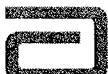
TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
6473	Synthetic Marijuana (K2/Spice) - Standard Panel	\$30.00
8474	Synthetic Marijuana (K2/Spice) - Premium Panel	\$35.00
5554	Fentanyl - Premium Panel	\$40.00

**Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids****ORAL FLUID LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - purchase required prior to testing	\$2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$15.00
9521	Oral Fluid 8 Panel AMP,BAR,BZO,COC,MTD,OPI,PCP,THC - Screen + Auto Confirm of Positives	\$16.48

*Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.*

*When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.*



**Abbott**

3650 Westwind Boulevard  
Santa Rosa, CA 95403  
T: +1 800 255 2159  
F: +1 707 577 8102

**Exhibit B-1  
Pricing Schedule  
Plumas County Probation Department  
Effective July 1, 2021**

**Section III: Laboratory Supplemental Services**

**PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES**

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
STAT	STAT Testing Requests (Priority)	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	In-Person Court Testimony	\$700 per day + travel

**Collection & Shipping Supplies**

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms – pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

**Lab Supply Shipping and Handling:** Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.

**Specimen Shipment to RTL:** Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.

**Abbott**

3650 Westwind Boulevard  
Santa Rosa, CA 95403  
T: +1 800 255 2159  
F: +1 707 577 8102

**Exhibit B-1**  
**Pricing Schedule**  
**Plumas County Probation Department**  
**Effective July 1, 2021**

**Section IV: Rapid Drug & Alcohol Screening Devices****PANEL-DIP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$3.75	\$93.75
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	\$3.75	\$93.75
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	\$3.75	\$93.75
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	\$3.75	\$93.75

**ICUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2069	8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)	\$2.88	\$72.00

**REDICUP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0026	4	RC 04 COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0027	5	RC 05 BZO/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0028	5	RC 05 COC300/MAMP1000/MOP300/PCP/THC	\$2.25	\$56.25
01 102 0121	5	RC 05 AMP1000/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0029	6	RC 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$2.48	\$62.00
01 102 0135	6	RC 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	\$2.48	\$62.00
01 102 0058	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC	\$3.20	\$80.00
01 102 0059	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MOP300/MTD/PCP/TCA/THC	\$3.20	\$80.00
01 102 0137	10	RC 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$3.20	\$80.00

**ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0015	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - FFUO**	\$4.75	\$118.75
01 501 0016	14	CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/K2-30/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200	\$5.50	\$137.50

**ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2025	6	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - FFUO**	\$6.76	\$169.00

**ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0070	12	CUP AMP500/BUP10/BZO300/COC150/ETG500/FTY20/MDMA500/MET500/MOP300/MTD300/OXY100/THC25 w/ adulteration (CR, pH, SG) - FFUO**	\$9.65	\$91.25

**SALIVA/BREATH ALCOHOL PRODUCTS**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 532 0020	N/A	ACON Breath Alcohol Device .02 (20/box)	\$2.34	\$46.80

**COLLECTION SUPPLIES**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031246	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00	\$0.00
031380	N/A	6.5 oz / Graduated Beaker	\$0.00	\$0.00
031258	N/A	Temperature Strip	\$0.00	\$0.00

**Device Order Shipping & Handling:** Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

\*\*Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** August 27, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis

**Agenda:** Consent Item for September 7, 2021

**Recommendation:** Approve and direct the Chair to sign the Memorandum of Understanding between the California Public Health Corps and the County of Plumas for the Training and Pathways Program Trainees.

**Background Information:** The California Public Health Corps (CA-PHC), Training and Pathways program is a collaboration between the California Department of Public Health (CDPH), the University of California San Francisco (UCSF), and University of California Los Angeles (UCLA). The CA-PHC aims to develop a public health workforce to conduct communicable disease prevention and control, community engagement, and emergency response activities at the individual and community level.

CA-PHC creates a workforce pathway for early career public health professionals from diverse backgrounds and disproportionately affected communities to ensure a well-trained public health workforce across California that can effectively and efficiently respond to public health issues to ensure the health and safety of the population.

Development and implementation of CA-PHC will create opportunities to engage community members, deliver culturally competent services, and enhance public health practice. Initial training will be provided via the Virtual Training Academy (VTA) with an emphasis on case investigation/contact tracing and outbreak management activities as well as public health fundamentals. Additional core public health skills will be incorporated into the curriculum. Trainees will receive ongoing training from the VTA and their Local Health Jurisdiction Host Site.



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



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

California Public Health Corps (CA-PHC) Training Pathways and Program  
Project Agreement

California Public Health Corps (CA-PHC) trainee:

Local Health Jurisdiction Host Site: Plumas County Public Health Agency

Period of Assignment: September 13, 2021 – July 31, 2023

**AGREEMENT TO DETAIL CALIFORNIA PUBLIC HEATLH CORPS (CA-PHC)**

**TRAINING AND PATHWAYS PROGRAM TRAINEES**

The California Department of Public Health (hereinafter “CDPH”) hereby agrees to the request by Plumas County Public Health Agency (hereinafter “host agency”) for assignment of CA-PHC trainee personnel (hereinafter “trainee”) to the host agency as specified below. This agreement is for the CA-PHC program (hereinafter “program”). CDPH and host agency are hereinafter jointly referred to as “parties” and each individually as a “party.”

**I. OVERVIEW**

- A. CA-PHC trainees will assist and provide support to their assigned host agency in carrying out public health activities in the realm of communicable disease prevention and control, community engagement and emergency preparedness and response.

**II. OBJECTIVES FOR DETAIL ASSIGNMENT**

- A. Provide opportunities to develop the skills and experience of CA-PHC trainees.
- B. Provide a workforce pathway for early career public health professionals.
- C. Ensure a well-trained public health workforce across California that can effectively and efficiently respond to ensure the health and safety of the population.
- D. Strengthen state and local public health capacity.

**III. RESPONSIBILITES AND SUPERVISION**

CDPH is responsible for the administration of the program. CDPH will utilize contractors, including University of California San Francisco (UCSF), for the selection and supervision of trainees in accordance with UCSF regulations and requirements for recruitment and hiring.

CPDH will:

- A. Provide broad guidance and technical consultation to trainee.
- B. Provide CDPH Program Liaisons who will serve as technical assistance resources for trainees.

UCSF will:

- A. Provide official supervision to trainee and ensure that the CA-PHC Program Administrator is available as the first point of contact for all personnel, compensation, and supervision issues.
- B. Administer payroll and benefits

California Public Health Corps (CA-PHC) Training Pathways and Program  
Project Agreement

- C. Provide the trainee with a cell phone
- D. Reimburse trainee for local mileage costs related to CA-PHC duties
- E. Formally assess each trainee's performance in accordance with established UCSF performance standards. In completing a trainee's evaluations (minimum of one evaluation per year) UCSF will solicit input from CDPH and appropriate host agency staff regarding the trainee's performance.
- F. Be responsible for rendering any appropriate disciplinary action that host agency proposes against a trainee, at UCSF's sole discretion.
- G. Provide the trainee with all trainings required of UCSF employees including workplace violence prevention, sexual harassment, etc.

Host agency will:

- A. Provide a robust public health experience for trainee.
- B. Designate a trainee preceptor to provide guidance and mentorship. The preceptor will work closely with trainee to resolve routine questions or issues that arise regarding the assignment or trainee's performance.
- C. Provide trainee with a computer
- D. Provide trainee with workspace equipped with resources and materials that will provide the trainee with access to communications for routine business purposes and to maintain regular contact with CDPH and with the Program Administrator. This includes ensuring that trainees have access to UCSF secure network through the host site computer network/firewall.
- E. Provide trainee with training and support necessary to complete their work and understand local workflows. Take steps necessary to ensure that trainee's physical safety is prioritized at all times, particularly when the trainee is engaging in fieldwork. The host agency shall abide by all state and federal laws and regulations applicable to workplace health and safety. Host agency will not impede trainee's compliance with applicable UCSF health and safety policies.
- F. Provide a work environment free of conduct (verbal, written, or physical) that has the purpose or effect of unreasonably interfering with the trainee's performance or creates an intimidating, hostile, or offensive environment. The host agency shall abide by all state and federal laws and regulations applicable to workplace conduct.
- G. Immediately report any workplace incident involving trainee to CDPH CA-PHC Program Administrator and Program Liaison. This includes, but is not limited to, trainee exposure or injury, breach of security policies by trainee, or information technology security issue involving trainee.
- H. Promptly advise the CDPH Program Liaison of any performance or behavioral concerns about a trainee. In these cases, host agency and CDPH staff will work together to attempt to resolve such concerns with the trainee, either informally or formally, depending upon the nature of the concern. Other CDPH or UCSF resources may be called upon by the immediate supervisor to help resolve the issues. If informal and/or formal efforts fail to resolve a problem, the host agency may request the removal of trainee. Such request must be forwarded, in

**California Public Health Corps (CA-PHC) Training Pathways and Program  
Project Agreement**

writing, through the senior management of the host agency to CDPH and must state: 1) a substantive basis for the request, 2) efforts taken by host agency otherwise resolve the problem, and 3) the proposed date for the removal (not less than thirty (30) days from the date of the request unless circumstances justify a more immediate removal date). Upon receipt of such a request, CDPH will take appropriate action in consultation with host agency and the trainee.

- I. Complete all evaluations provided by CDPH, regarding the CA-PHC program overall and the trainee's ability to meet stated goals, objectives and milestones.
- J. Regularly attend CA-PHC preceptor and group events.

**IV. ADDITIONAL TERMS:**

- A. Rules and policies of the host agency shall apply to trainee except in cases where this agreement provides otherwise.
- B. If host agency rules or policies conflict with CDPH or UCSF policies, the preceptor will work with the CA-PHC Program Liaison and Program Administrator to promptly develop a plan of action that is agreeable to all parties.
- C. This agreement shall not establish any joint employer relationship between CDPH and the host agency nor any employment relationship between the host agency and the trainee for any purposes, including, but not limited to, the application of the Fair Labor Standards Act, California Labor Code and Wage Orders; Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income; the Workers' Compensation Insurance Code; 401(k), pension, health, or other fringe or employee benefits; or third-party liability claims. Each party shall indemnify, defend, and hold harmless the other party and its officers, agents and employees from any claim, liability, loss, injury or damage, including but not limited to court costs and attorney fees, arising out of, or in connection with, performance of this agreement by the party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party. It is the intent of the parties to provide the broadest possible coverage for each party. Workers' Compensation: CDPH and UCSF assume workers' compensation liability for their respective employees via self-insurance in accordance with the provisions of the California Labor Code, Division 4, Part 1, Chapter 4.
- D. Any publication that includes the name of a trainee must be submitted for and receive CDPH clearance prior to submission for publication. The publication should include the trainee's CDPH affiliation as well as local affiliation with their name. CDPH guidelines for authorship should be followed when determining whether a trainee's name should be included as an author on a publication.

**California Public Health Corps (CA-PHC) Training Pathways and Program  
Project Agreement**

- E. Any request by a trainee for approval of work outside their current job description or assignment must be submitted in writing to the Program Administrator and work outside the job description shall not be performed until written approval has been granted by the Program Administrator. The trainee job description is attached to this agreement as Attachment 1 and is hereby incorporated into this agreement by reference.
- F. CDPH may mobilize a trainee during an emergency response to act as a CDPH responder, either in the field or at a CDPH site, in its sole and absolute discretion. During an emergency response, CDPH will inform the host agency of the activation of the trainee for the emergency response, the anticipated duration of the assignment of the trainee to the emergency response efforts and CDPH will be responsible for all supervision, training and travel costs related to CDPH emergency response mobilization.
  - i. This section does not apply to situations where a trainee is assigned to the host site in an emergency response situation.
  - ii. CDPH's need to mobilize a trainee for an emergency response on behalf of CDPH may supersede a host agency's need to mobilize the trainee for emergency response in the state or with a host agency.
- G. Premium pay for overtime worked by trainee must be approved in advance by the Program Administrator. Trainee must complete and submit the necessary paperwork in advance of the overtime before any payment will be authorized.
- H. Trainee shall not drive a vehicle owned by host agency but may ride as a passenger in a host agency vehicle when driven by a host agency employee and necessary for work-related travel.
- I. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this agreement, except in cases where this agreement provides otherwise.

**V. LEAVE AND HOURS OF DUTY**

- A. Trainees are required to work an 80-hour pay period. Hours of duty will be determined by UCSF in consultation with the host agency and should reflect a standard work schedule as much as possible. Trainees will be compensated for holidays according to the UCSF schedule.
- B. For any UCSF holidays that are not holidays for the host agency, the trainee will not work.
- C. For any local holiday that is not a UCSF holiday (as per the UCSF holidays schedule), trainee is required to do one of the following:
  - i. Trainee may take leave, with proper approval, on the local holiday.
  - ii. Trainee may complete required tasks (e.g. online training, assist CDPH team with projects, other local agency work) on a telework basis while working on the local holiday. The trainee's choice must be reviewed and approved in writing prior to the holiday by the trainee's Program Administrator.
- D. Trainee will be entitled to use annual and sick leave in accordance with UCSF policy, Trainees may also earn or use overtime, compensatory time, or credit time in accordance

California Public Health Corps (CA-PHC) Training Pathways and Program  
Project Agreement

with UCSF policy, with prior approval by the Program Administrator in consultation with the LHJ host site.

E. Leave requests must be reviewed and approved by the Program Administrator. Final written approval for leave is the responsibility of the Program Administrator. Each trainee's leave records will be maintained by their Program Administrator.

**VI. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES**

- A. Rules and policies of the host agency shall apply to trainee except in cases where this agreement provides otherwise.
- B. Where there is a conflict between the laws, regulations, and policies of host agency and the laws, regulations, and policies of UCSF or the State government regarding the legal status or rights of trainee, UCSF or State standards will prevail.

**VII. TRAINING**

Host agency will permit trainee to attend CA-PHC and CDPH-required programmatic and career development training, meetings, seminars, and conferences as needed/identified. Absences for purposes of optional training or professional development will occur only with the mutual consent of the parties to this agreement.

**VIII. SEVERABILITY**

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

**IX. PERIOD OF DETAIL**

- A. Trainee field assignments addressed by this agreement shall be thru July 31, 2023.
- B. This agreement may be modified or terminated upon thirty (30) day advance notice in writing by either party of its intent to modify or terminate the agreement.
- C. CDPH may terminate this agreement for cause, default, or negligence on the part of the host agency at any time without advance written notice. CDPH may, at its option, allow the host agency a reasonable time to cure the default before termination.
- D. Written notice shall be sent to:

CDPH:

Anne Cass, CA Connected Workforce Training and Development Lead at [anne.cass@cdph.ca.gov](mailto:anne.cass@cdph.ca.gov)

Host Agency: Plumas County Public Health Agency

Name: Briana Sherlock

Title: Assistant Director

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

California Public Health Corps (CA-PHC) Training Pathways and Program  
Project Agreement

**X. APPROVAL**

This agreement shall be effective as of the date it is fully executed by both parties.

IN WITNESS WHEREOF, each party has caused this agreement to be executed on its behalf by its respective duly authorized officers, on the day, month and year noted.

**CDPH:**

Name: Amy Kile-Puente  
Title: Assistant Division Chief, Division of Communicable Disease Control, California  
Department of Public Health  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Host Agency:**

Name: Plumas County Public Health Agency  
Host: Agency Director or Designee Name: Dana Loomis, MSPH, PhD, NREMT  
Title: Director  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

---

Chair, Plumas County Board of Supervisors

**ATTEST:**

---

Heidi Putnam, Clerk of the Board

Approved as to form:



8/12/2021  
Joshua Brechtle  
Deputy County Counsel I

## **California Public Health Corps (CA-PHC) Training and Pathways Program**

### **Trainee Job Description**

The California Public Health Corps (CA-PHC), Training and Pathways program is a collaboration between the California Department of Public Health (CDPH), the University of California San Francisco (UCSF), and University of California Los Angeles (UCLA).

- CA-PHC aims to develop a public health workforce to conduct communicable disease prevention and control, community engagement, and emergency response activities at the individual and community level.
- CA-PHC creates a workforce pathway for early career public health professionals from diverse backgrounds and disproportionately affected communities to ensure a well-trained public health workforce across California that can effectively and efficiently respond to public health issues to ensure the health and safety of the population.
- Development and implementation of CA-PHC will create opportunities to engage community members, deliver culturally competent services, and enhance public health practice. Initial training will be provided via the Virtual Training Academy (VTA) with an emphasis on case investigation/contact tracing and outbreak management activities as well as public health fundamentals. Additional core public health skills will be incorporated into the curriculum.
- Trainees will receive ongoing training from the VTA and their Local Health Jurisdiction Host Site.

<b>% of time</b>	<b>Key Responsibilities</b>
40%	<p>Under close supervision, acquires skills and knowledge to participate in case investigation, contact tracing, and other communicable disease surveillance activities, including but not limited to:</p> <ul style="list-style-type: none"><li>• Interview and re-interview cases to elicit information needed to prevent and control disease transmission;</li><li>• Notify identified contacts regarding their exposure, provide disease intervention instructions, and refer for health care as needed;</li><li>• Educate and inform persons regarding disease modes of transmission, prevention, vaccination and treatment protocols;</li><li>• Identify needed supportive services and work with partners to implement strategies to enhance patient adherence to isolation and quarantine guidelines;</li><li>• Perform case and contact investigation analysis to determine priorities, evaluate interventions, and determine plan of action;</li><li>• Serve local health officer isolation and/or quarantine orders;</li><li>• Utilize data management software to enter key clinical, case management, and investigation data; and</li><li>• Maintain confidentiality of patient information.</li></ul>

35%	<p>Under supervision and with support from local team, participates in disease prevention and control activities, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Provide support for outbreak management and emergency preparedness activities;</li> <li>• Interact with private health care providers, community providers, and laboratories to support disease prevention and control efforts;</li> <li>• Participate in public health-related community engagement efforts through outreach activities and health education;</li> <li>• Collaborate with community groups, schools, correctional facilities, and other targeted organizations;</li> <li>• Identify themes in transmission and/or potential common disease source(s) which may indicate a disease cluster or outbreak;</li> <li>• Establish and maintain an effective working relationship between the local health department and community partners</li> </ul>
15%	<p>Under direct supervision, conducts field investigation activities, may include but is not limited to:</p> <ul style="list-style-type: none"> <li>• Conduct field visits to locate, refer, and/or interview patients and their contacts;</li> <li>• Conduct field site investigation visits to work sites, health care facilities, schools, congregate settings (e.g. shelters, correctional facilities), and social settings (e.g. bars, health clubs, churches);</li> <li>• Perform specimen collection and/or venipuncture and assist with specimen transport (after completion of required training).</li> </ul>
10%	<p>Completes professional development and continuing education at local health jurisdiction and with California Public Health Corps Program to keep abreast of regulatory and procedural changes related to communicable disease control and prevention, emergency preparedness and community engagement activities. Activities include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Participate in Communities of Practice;</li> <li>• Participate in training and workforce development sessions; and</li> <li>• Engage in focused group work with others committed to public health and advancing health equity.</li> </ul>

Knowledge, Skills and Abilities	Required/Preferred
Detail oriented, with basic organizational skills and the ability to effectively manage time, prioritize tasks, and see projects through to completion on schedule.	Required
Basic interpersonal skills for providing public health guidance, resources, and developing positive working relationships with patients, families, employees, and outside personnel.	Required
Basic ability to effectively communicate both verbally and in writing, with the ability to contribute to clear and concise reports, presentations, and documentation.	Required
Ability to work in-person and travel locally within the local health jurisdiction per the jurisdiction protocol.	Required
Basic understanding of public health problems and inequities	Required
Basic skills in data management system to enter key clinical, case management, and investigation data	Preferred
Basic knowledge of communicable disease prevention and control policies and regulatory Requirements.	Preferred
Basic understanding of emergency preparedness and response activities	Preferred
Basic health education and/or community engagement skills	Preferred
Basic communication and collaboration skills in cross-cultural or multi-cultural settings	Preferred
Fluency in Spanish and/or another language	Preferred
Basic ability to identify community resources and assets	Preferred

**Education, Licenses and Certifications:**

Education	Required/Preferred
Bachelor's degree in a related field and/or equivalent combination of experience/ training:	Required
<ul style="list-style-type: none"> <li>At least six months of full-time work experience in a public or private agency providing communicable disease control, OR</li> <li>At least 1 year of full-time work experience in a public or private organization providing health and human service activities</li> </ul>	Preferred



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** August 12, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis

**Agenda:** Consent Item for September 7, 2021

**Recommendation:** Approve and direct the Chair to sign a Modification of Agreement with Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency, for fiscal year 2020-2021 in the amount of \$32,963.80, approved as to form by County Counsel.

**History/Background:** As the Board may recall, Plumas County has contracted with Northern California Emergency Medical Services, Inc., (Nor-Cal EMS) since 1991 as the county's designated Local Emergency Medical Services Agency. Nor-Cal EMS administers certain local medical emergency services pursuant to California Health & Safety Code Section 1797, et seq. In addition, Nor-Cal EMS works diligently to represent the northern rural counties interests in statewide issues.

If Plumas County were to administer and implement its own Local Emergency Medical Services Authority, the cost to the General Fund for Plumas County to provide these services would be estimated at \$100,000.00 or more. Therefore it is recommended that the Board approve the Modification of Agreement for Local Emergency Medical Services with Northern California EMS, Inc., a copy of which on file with the Clerk of the Board for your review.

The term of the Modification of Agreement is from July 1, 2020 through June 30, 2021. Funds for this agreement are budgeted in the General Fund in Department 20031, Contributions – line item 53363 (contributions Medical service).

Please contact me should you need additional information. Thank You.



## **MODIFICATION OF AGREEMENT**

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, herein after referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 6, 2010 and all subsequent modifications, with the last modification being June 6, 2020 in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The term of this MODIFICATION shall be for the period beginning July 1, 2020 and ending June 30, 2021

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same

NOW, THEREFORE, it is agreed by the between the parties hereto to as follows:

### **ARTICLE II. MEDICAL CONTROL**

**Sections 2.9, 2.10 are revoked in their entirety and replaced with the following:**

**Section 2.9.** CORPORATION'S Medical Director may, in accordance with regulations adopted by the Authority, deny, suspend, or revoke any EMT or AEMT certificate issued under Division 2.5 of the Health and Safety Code and CORPORATION's policies, or may place any EMT or AEMT certificate holder on probation, upon the finding by the Medical Director of the occurrence of any of the actions listed in Section 1798.200(c). CORPORATION'S Medical Director may, in accordance with CORPORATION's policies, deny, suspend, or revoke any Nor-Cal EMR certificate or may place any EMR certificate holder on probation upon the finding by the Medical Director of the occurrence of any action listed in Section 1798.200(c). In addition, the Medical Director of the CORPORATION has disciplinary Medical Director powers as defined for paramedics in California Health and Safety Code Sections 1798.201 and 1798.202.

**Section 2.10.** COUNTY hereby designates the Medical Director of CORPORATION to be the designated physician who may place on probation, suspend, or revoke the approval under the Act of any training program for failure to comply with the provisions of the Act or any rules or regulations adopted pursuant thereto (Section 1798.209).

## ARTICLE V. TRIAGE AND TRANSFER

**Section 5.3 is revoked in its entirety and replaced with the following:**

**Section 5.3.** CORPORATION may authorize an advanced life support or limited advanced life support program which provides services utilizing AEMT, EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital (Section 1797.218).

## ARTICLE VI. COMPENSATION

**Sections 6.2 is revoked in its entirety and replaced with the following:**

**Section 6.2.** Subject to the limitations contained in ARTICLE VI, Section 6.1 of this agreement COUNTY shall pay (over and above the basic annual fee charged under this agreement) all actual costs incurred by CORPORATION for any proceedings, hearings and/or litigation arising from the denial, suspension, probation or revocation of a certificate or certificate holder; proceedings, hearings and/or litigation arising from probation, suspension, or revocation of approval of any training program; as well as proceedings, hearings and/or litigation arising from the denial of an application or from the probation, suspension, or revocation of approval of any advanced life support or limited advance life support program described herein. If such litigation is covered by CORPORATION's insurance, a pro-rata amount of the insurance deductible will be charged to each county within the Nor-Cal EMS region. For each fiscal year, a county may be charged up to a maximum of \$5,000 for deductible cost per incident. If such litigation is not covered by CORPORATION's insurance, the county in which the certificate holder resides, or the county of a training program's physical address or the county of the ALS or LALS program's physical address will be responsible for the full cost. COUNTY may, in its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, COUNTY shall reimburse the CORPORATION for the CORPORATION'S actual costs in preparing for or participating in said proceedings. CORPORATION shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs and photocopying) within 30 days of incurring those costs. COUNTY shall pay the bill within 30 days of receipt.

**Section 6.4 is revoked in its entirety.**

[Signatures next page]

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature:

**COUNTY OF PLUMAS**

Approved as to form:

By:   
Sara James, Deputy County Counsel

Date: 8/12/21

By: \_\_\_\_\_  
Jeff Engle, Chair,  
Plumas County Board of Supervisors

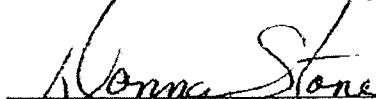
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Heidi Putnam, Clerk  
Plumas County Board of Supervisors

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

**NORTHERN CALIFORNIA EMS, INC.**

By:   
Donna Stone  
Chief Executive Officer

Date: 5-10-2021



**Date:** August 12, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis

**Agenda:** Consent Item for September 7, 2021

**Recommendation:** Approve and direct the Chair to sign Subcontract Number NORCAL-2122-LEMSA with Northern California Emergency Medical Services in the amount of \$27,963.80 for the Counties Local Emergency Medical Services Agency, and approve ratification of payments of the services rendered to date. Approved as to form by County Counsel.

**History/Background:** As the Board may recall, Plumas County has contracted with Northern California Emergency Medical Services, Inc., (Nor-Cal EMS) since 1991 as the county's designated Local Emergency Medical Services Agency. Nor-Cal EMS administers certain local medical emergency services pursuant to California Health & Safety Code Section 1797, et seq. In addition, Nor-Cal EMS works diligently to represent the northern rural counties interests in statewide issues.

If Plumas County were to administer and implement its own Local Emergency Medical Services Authority, the cost to the General Fund for Plumas County to provide these services would be estimated at \$100,000.00 or more. Therefore it is recommended that the Board approve the Modification of Agreement for Local Emergency Medical Services with Northern California EMS, Inc., a copy of which on file with the Clerk of the Board for your review.

The term of the Modification of Agreement is from July 1, 2021 through June 30, 2022. Funds for this agreement are budgeted in the General Fund in Department 20031, Contributions – line item 53363 (contributions Medical service).

Please contact me should you need additional information. Thank You.

**AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC.  
AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND  
AUTHORIZING POWERS PURSUANT THERETO**

**THIS AGREEMENT** is entered into by and between Plumas County, hereinafter referred to as **COUNTY**, and Northern California EMS, Inc., (a California non-profit, public benefit corporation) hereinafter referred to as **CORPORATION**.

**INTRODUCTION**

**WHEREAS**, the Emergency Medical Services Act (California Health and Safety Code Section 1797 et seq., hereinafter referred to as "the Act") authorizes a county to designate a local emergency medical services (EMS) agency, and

**WHEREAS**, the Act mandates that particular functions under the Act must be performed by, and/or under the direction of, the local EMS agency, pursuant to Health and Safety Code Section 1797 et seq., and

**WHEREAS**, **CORPORATION** is qualified to be a "local EMS agency" pursuant to Health and Safety Code Section 1797.94, and

**WHEREAS**, **COUNTY** desires to contract with **CORPORATION** for **CORPORATION** to administer local emergency medical services as specified as follows in this agreement, and

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

**ARTICLE 1. GENERAL**

**Section 1.1.** This agreement takes the place of the previous agreement dated July 6, 2010 and titled "Agreement Designating Northern California EMS, Inc. as the Local EMS Agency for Plumas County and Authorizing Powers Thereto", and any written modifications thereto.

**Section 1.2.** The terminology used in this agreement is defined according to the Health and Safety Code, Sections 1797.50 through 1797.97. All sections cited in this agreement refer to the Health and Safety Code unless otherwise noted. If any language or provisions of this agreement conflict with the language or provisions of the Act, the Act shall prevail. Whenever the term "Authority" is used in this agreement, it shall mean the Emergency Medical Services Authority as defined in Health and Safety Code Section 1797.54.

**Section 1.3.** COUNTY designates CORPORATION as its local EMS agency and delegates all California Health and Safety Code Division 2.5 functions pertaining to Local EMS Agency functions to CORPORATION and CORPORATION shall act as the Local EMS Agency as to each function.

**Section 1.4.** CORPORATION shall plan, implement, and evaluate an emergency medical services system in accordance with the provisions of the Act, consisting of an organized pattern of readiness and response services based upon public and private agreements and operational procedures (Section 1797.204).

**Section 1.5.** CORPORATION shall be responsible for the implementation of advanced life support systems and limited advanced life support systems and for the monitoring of training programs (Section 1797.206).

**Section 1.6.** CORPORATION shall, when required by the Authority, submit an emergency medical services plan for COUNTY to the Authority (Sections 1797.250 and 1797.254) and to the COUNTY. CORPORATION shall submit to COUNTY the plan it submits to the Authority and any amendment thereto. CORPORATION shall, consistent with such plan, coordinate and otherwise facilitate arrangements necessary to develop the emergency medical services system (Section 1797.252).

**Section 1.7.** CORPORATION may apply for and receive State, Federal, local government and private organizational grants and may receive contributions or donations from any source for the improvement of the purposes of the CORPORATION. The CORPORATION may earn and expand income for activities undertaken for its purposes. (Section 1979.256).

**Section 1.8.** CORPORATION shall implement local Air Ambulance Standards in compliance with statewide regulations.

**Section 1.9.** Prior to establishing ambulance exclusive operating area through the grandfathering procedure or through a competitive process, COUNTY and CORPORATION will confer on the logistics, advantages and costs of the process and CORPORATION will not proceed without authorization from COUNTY and mutual agreement from both COUNTY and CORPORATION to do so.

**Section 1.10.** CORPORATION will maintain a Board of Directors with a supervisor representative from each county in CORPORATION's REGION

## ARTICLE II. MEDICAL CONTROL

**Section 2.1.** The medical direction and management of the emergency medical services system shall be under the medical control of the Medical Director of CORPORATION. This medical control shall be maintained in accordance with standards for medical control established by the Authority (Section 1798). Medical control shall be exercised within an EMS system which complies with the minimum standards adopted by the Authority, and which is established and implemented by CORPORATION.

**Section 2.2.** CORPORATION shall have a full or part-time licensed physician and surgeon as Medical Director to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the EMS system. The Medical Director may appoint a physician and surgeon to assume his or her duties during any time that he or she is unable to carry out those duties as the Medical Director deems necessary. The Medical Director may also assign administrative functions of his or her duties which do not require his or her professional judgment as Medical Director to administrative staff of the local EMS agency under his or her supervision (Section 1797.202).

**Section 2.3.** CORPORATION'S Medical Director may authorize registered nurses functioning pursuant to Business & Professions Code Section 2725 to act as "authorized registered nurses" or "Mobile Intensive Care Nurses (MICNs)". As such, MICNs provide prehospital advanced life support and may issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures consistent with statewide guidelines established by the Authority.

**Section 2.4.** CORPORATION, using state minimum standards, shall establish policies and procedures approved by the Medical Director of the local EMS agency to assure medical control of the EMS system. The policies and procedures approved by the medical director may require basic life support emergency medical transportation services to meet any medical control requirements including dispatch, patient destination policies, patient care guidelines and quality assurance requirements. (Section 1797.220).

**Section 2.5.** The Medical Director of CORPORATION may approve or conduct any scientific or trial study of the efficacy of the prehospital emergency use of any drug, device, or treatment procedure within Plumas County, utilizing any level of prehospital emergency medical care personnel. The study shall be in compliance with Section 1797.221 and with any requirements established by the Authority (Section 1797.221).

**Section 2.6.** In administering the EMS system, CORPORATION, with the approval of its Medical Director, may designate and contract with hospitals or other entities approved by the Medical Director of the local EMS agency pursuant to Sections 1798.2 and 1798.105, to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction, as either base hospitals or alternative base stations, respectively. Hospitals or other entities so designated and contracted with as base hospitals or alternative base stations shall provide medical direction of prehospital emergency care provided for the area defined by the local EMS agency and approved by the Medical Director of the local EMS agency pursuant to Sections 1797.220 and 1798 (Section 1798.100).

**Section 2.7.** CORPORATION, in order to assure medical direction to prehospital emergency medical care personnel in rural areas (as determined by the Authority), may utilize hospitals which do not have a basic emergency medical service permit, but which have been approved by the Medical Director of the CORPORATION for utilization as a base hospital, if the requirements of Section 1798.101 are met.

**Section 2.8.** Advanced life support, limited advanced life support and basic life support personnel may receive medical direction from an alternative base station (Section 1798.105) in lieu of a base hospital when the conditions are met in Section 1798.3 under the guidance and control of CORPORATION.

**Section 2.9.** CORPORATION'S Medical Director may, in accordance with regulations adopted by the Authority, deny, suspend, or revoke any EMT or AEMT certificate issued under Division 2.5 of the Health and Safety Code and CORPORATION's policies, or may place any EMT or AEMT certificate holder on probation, upon the finding by the Medical Director of the occurrence of any of the actions listed in Section 1798.200(c). CORPORATION'S Medical Director may, in accordance with CORPORATION's policies, deny, suspend, or revoke any Nor-Cal EMS EMR certificate or may place any EMR certificate holder on probation upon the

finding by the Medical Director of the occurrence of any action listed in Section 1798.200(c). In addition, the Medical Director of the CORPORATION has disciplinary Medical Director powers as defined for paramedics in California Health and Safety Code Sections 1798.201 and 1798.202.

**Section 2.10.** COUNTY hereby designates the Medical Director of CORPORATION to be the designated physician who may place on probation, suspend, or revoke the approval under the Act of any training program for failure to comply with the provisions of the Act or any rules or regulations adopted pursuant thereto (Section 1798.209).

### **ARTICLE III. TRAUMA CARE SYSTEM**

**Section 3.1.** CORPORATION may implement a trauma care system pursuant to Section 1798.162, establish policies and procedures consistent with regulations pursuant to Section 1798.163, charge a fee for trauma facility application, designation, redesignation and monitoring pursuant to Section 1798.164, designate a trauma facility pursuant to Section 1798.165, and develop and submit a plan to the Authority pursuant to Section 1798.166.

**Section 3.2.** After the submission of an initial trauma care system plan, CORPORATION shall comply with all State requirements relating to a trauma system (Section 1797.258).

**Section 3.3.** CORPORATION, in implementing a trauma care system on behalf of COUNTY, shall develop and submit a plan for that trauma care system to the Authority according to the requirements of the regulations adopted pursuant to Section 1798.161, prior to implementation of that system (Section 1797.257).

**Section 3.4.** In order to provide for the evaluation and improvement of the quality of care addressed in this agreement, COUNTY will participate in a regional trauma audit committee to assure quality assurance within the meaning of Section 1157 et. seq., of the California Evidence Code.

## **ARTICLE IV. CERTIFICATION AND TRAINING**

**Section 4.1.** CORPORATION shall be responsible for determining that the operation of the training programs at the Mobile Intensive Care Nursing (MICN), Public Safety First Aid (PSFA), Emergency Medical Responder (EMR), Emergency Medical Technician (EMT), Advanced EMT (AEMT), and EMT Paramedic (EMT-P) and other levels requiring local EMS agency approval are in compliance with the Act. COUNTY hereby designates the Medical Director of the CORPORATION as that physician who shall issue or renew a certificate or accreditation to an individual upon proof of satisfactory completion of an approved training program, the passage of the examination of competence and/or all other requirements of certification, recertification, accreditation or reaccreditation.

**Section 4.2.** CORPORATION shall establish a schedule of fees for administering the certification or accreditation process. It shall be the responsibility of CORPORATION to collect the fees and the CORPORATION may keep the fees.

**Section 4.3.** CORPORATION may require additional training or qualifications which are greater than those provided in the Act as a condition precedent for certification within COUNTY in the advanced life support or limited advanced life support prehospital care system (Section 1797.214).

**Section 4.4.** CORPORATION may provide or approve training programs of instruction leading to certification and/or accreditation as an EMR, EMT, AEMT, EMT-P, or authorized registered nurse. CORPORATION may provide or approve training programs of instruction for PSFA training. Continuing Education training programs of instruction may also be provided or approved. When such instruction and training are provided, or programs approved, a fee may be charged sufficient to defray the cost of such instruction and training. It shall be the responsibility of CORPORATION to collect the fees, which CORPORATION may keep. Such training shall be conducted pursuant to Section 1797.213 of the Act.

## **ARTICLE V. TRIAGE AND TRANSFER**

**Section 5.1.** CORPORATION may develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities within and without its area of jurisdiction based on the considerations set forth in Section 1798.170 as well as any other considerations CORPORATION deems appropriate.

**Section 5.2.** CORPORATION shall establish guidelines and standards for completion and operation of formal transfer agreements between hospitals with varying levels of care in the area of jurisdiction of COUNTY consistent with the provisions of the Act and other State statutes. (Section 1798.172).

**Section 5.3.** CORPORATION may authorize an advanced life support or limited advanced life support program which provides services utilizing AEMT, EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital (Section 1797.218).

**Section 5.4.** Any alleged violations of CORPORATION'S transfer protocols, guidelines, or agreements shall be evaluated by the CORPORATION. If CORPORATION has concluded that a violation has occurred, it shall take whatever corrective action it deems appropriate within its jurisdiction, including referrals to the District Attorney under Sections 1798.206 and 1798.208, and shall notify COUNTY and the State Department of Health Services if it concludes that any violation of Sections 1317 to 1317.9a, inclusive, has occurred (Section 1798.205).

## **ARTICLE VI. COMPENSATION**

**Section 6.1.** Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION Twenty-Seven Thousand Nine Hundred Sixty-Three Dollars and 80/100 (\$27,963.80) annually as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services.

**Section 6.2.** Subject to the limitations contained in ARTICLE VI, Section 6.1 of this agreement COUNTY shall pay (over and above the basic annual fee charged under this agreement) all actual costs incurred by CORPORATION for any proceedings, hearings and/or litigation arising from the denial, suspension, probation or revocation of a certificate or certificate holder; proceedings, hearings and/or litigation arising from probation, suspension, or revocation of approval of any training program; as well as proceedings, hearings and/or litigation arising from the denial of an application or from the probation, suspension, or revocation of approval of any advanced life support or

limited advance life support program described herein. If such litigation is covered by CORPORATION's insurance, a pro-rata amount of the insurance deductible will be charged to each county within the Nor-Cal EMS region. For each fiscal year, a county may be charged up to a maximum of \$5,000 for deductible cost per incident. If such litigation is not covered by CORPORATION's insurance, the county in which the certificate holder resides, or the county of a training program's physical address or the county of the ALS or LALS program's physical address will be responsible for the full cost. COUNTY may, in its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, COUNTY shall reimburse the CORPORATION for the CORPORATION'S actual costs in preparing for or participating in said proceedings. CORPORATION shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs and photocopying) within 30 days of incurring those costs. COUNTY shall pay the bill within 30 days of receipt.

**Section 6.3.** In addition, in the event of any legal challenge to the establishment of exclusive operating area(s), COUNTY shall reimburse CORPORATION for CORPORATION'S costs in handling any such challenge. The cost shall include, but not be limited to, CORPORATION staff time, attorneys' fees, and litigation costs, hearing fees, court costs, travel and associated expenses.

## **ARTICLE VII. TERM AND INSURANCE**

**Section 7.1.** The term of this agreement shall be for the period beginning July 1, 2021 and ending June 30, 2022 provided however, that if any proceedings are pending pursuant to section 6.2 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY's obligation to reimburse CORPORATION as limited by Section 6.3.

**Section 7.2.** This agreement may be terminated by either party by providing a one hundred-eighty-day notice (180) written notice by January 1, of the current fiscal year. There will be no refund of fees to county.

**Section 7.3.** CORPORATION shall maintain and provide in full force and effect during the period of this agreement a comprehensive liability policy which shall include bodily injury, automobile liability, and property damage coverage with the minimum

limits of \$1,000,000 combined single limit. CORPORATION shall provide to COUNTY a copy of its certificate of insurance on the above-described policy.

#### **ARTICLE VIII. GENERAL**

**Section 8.1.** Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

**Section 8.2.** This agreement may be amended at any time by the mutual written agreement of the parties hereto.

**Section 8.3.** Any future legislation amending or adding to Health and Safety Code Sections 1797 et seq. and 1798 et seq. is not within the contemplation of the parties and may only be made a part of this agreement or amend this agreement upon mutual written agreement of the parties hereto.

Any future legislation, mandatory in nature, which may delegate additional responsibilities to a designated local EMS agency, will not be CORPORATION'S responsibility unless and until CORPORATION agrees, in writing, to accept said responsibility.

If, during the term of this agreement, any laws come into effect, by legislation, regulation, or case law, which would add to the duties of CORPORATION, the parties to this agreement shall negotiate an appropriate adjustment in fees. This negotiation shall be completed within sixty (60) days of the effective date of the new law(s). During this negotiation period CORPORATION will make reasonable efforts to comply with the new law(s).

**Section 8.5.** Any notice hereunder shall be provided by first class mail, return receipt requested, or tracked delivery service addressed as follows:

**If to COUNTY:**

Chairman, Board of Supervisors

**County of Plumas**

520 Main St., Room 309

Quincy, CA 95971

**If to CORPORATION:**

Chief Executive Officer

**Northern California EMS, Inc.**

930 Executive Way, Suite 150

Redding, CA 96002

[Signatures next page]

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature:

**COUNTY OF PLUMAS**

Approved as to form:

By:   
Sara James, Deputy County Counsel

Date: 6/14/21

By: \_\_\_\_\_  
Jeff Engel, Chair,  
Plumas County Board of Supervisors

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

ATTEST:

By: \_\_\_\_\_  
Heidi Putnam, Clerk  
Plumas County Board of Supervisors

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

**NORTHERN CALIFORNIA EMS, INC.**

By:   
Donna Stone  
Chief Executive Officer

Date: 5/2/2021



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** August 17, 2021

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for September 7, 2021

**Recommendation:** Approve and direct the Chair to sign the following Subcontracts related to the Hospital Preparedness Program for Fiscal Year 2021-2022; and ratify agreement effective July 1, 2021, approved as to form by County Counsel.

Northern California Emergency Medical Services	HPP2122NORCAL	\$11,225.40
Eastern Plumas Healthcare	HPP2122EPHC	\$4,000.00
Plumas District Hospital	HPP2122PDH	\$4,000.00
Seneca Hospital District	HPP2122SHD	\$4,000.00

**Background:** As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program. Often, in an effort to work effectively and efficiently Public Health contracts with providers to extend programs and/or provide services for various programs.

**Fiscal Impact:** There is no financial impact on the County General Fund, as these subcontract are fully funded by the Hospital Preparedness Program through Public Health.

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

C:\Documents and Settings\rosieolney\My Documents\BOS\EPO-HPP 2122 Subcontractss.doc



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



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

**AGREEMENT BETWEEN COUNTY OF PLUMAS  
AND  
NORTHERN CALIFORNIA EMS, INC.  
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES  
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 21-22**

**THIS AGREEMENT** is entered into by and between **PLUMAS COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, a California non-profit, public benefit corporation and a Local Emergency Medical Services Agency (LEMSA) hereinafter referred to as **LEMSA**.

**INTRODUCTION**

**WHEREAS**, LEMSA is the Local Emergency Medical Services Agency for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94, and

**WHEREAS**, **COUNTY** desires to contract with **LEMSA** for **LEMSA** to provide certain services for **COUNTY** in accordance with the California Department of Public Health Hospital Preparedness Program (HPP) Cooperative Agreement CFDA #93.074, LEMSA Deliverables, for fiscal year 2021-2022.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

**ARTICLE 1. TERM OF CONTRACT**

**Section 1.01.** It is agreed that the terms of this Agreement become effective as of July 1, 2021 and shall end June 30, 2022, or until terminated as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Northern California Emergency Medical Services, Inc., from July 1, 2021 to date of approval of this Agreement by the Board of Supervisors.

**ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSA**

**Specific Services**

**Section 2.01.** Pursuant to the terms and conditions of this agreement **LEMSA** shall perform the baseline deliverables, objectives and activities as indicated in FY 21-22 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan submitted to the county as set forth in Attachment "A." Any changes or updates requested by CDPH during the work plan approval process will be reviewed and jointly agreed to by **COUNTY** and **LEMSA**. Changes shall not exceed project hours or compensation amount.

**Method of Performing Services**

**Section 2.02.** **LEMSA** shall, during the term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow **COUNTY** to

exercise discretion or control over the professional manner in which LEMSA performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by LEMSA shall be performed in a manner consistent with all applicable standards and regulations governing such services.

### **ARTICLE 3. COMPENSATION**

**Section 3.01.** The multi-county LEMSA allocation for the HPP FY21-22 is \$56,127. The equal share for each HPP entity within the five-county LEMSA region is \$11,225.40. LEMSA shall be paid in an amount not to exceed **ELEVEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND 40 CENTS (\$11,225.40)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. LEMSA shall (at minimum quarterly) submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding time frame. **COUNTY** shall make payment within 30 days of receipt of LEMSA's correct and approved statement or invoice.

**Section 3.02.** No additional services shall be performed by LEMSA unless approved in advance in writing by the **COUNTY**. All such services are to be coordinated with **COUNTY** and monitored by the Director of Public Health & Community Development, his or her designee or the HPP Coordinator.

**Section 3.03.** LEMSA may sub-contract with third parties as LEMSA deems necessary to perform the services required of LEMSA by this contract. **COUNTY** may not control, direct, or supervise LEMSA's assistants or employees in the performance of those services.

### **ARTICLE 4. OBLIGATIONS OF LEMSA**

#### **Minimum Amount of Service**

**Section 4.01.** LEMSA may represent, perform services for, and be employed by such additional clients, persons, or companies as LEMSA, in its sole discretion deems appropriate. LEMSA shall be responsible for all costs and expenses incident to the performance of the services required by this agreement. **COUNTY** shall not be responsible for any expense incurred by LEMSA in performing services under this agreement.

#### **Section 4.02. INSURANCE**

LEMSA 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 thousand dollars (\$250,000) per person and

five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives, and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to LEMSA, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of LEMSA'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. LEMSA'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 LEMSA'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 LEMSA carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, LEMSA 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. **LEMSA** shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement and **LEMSA** shall verify subcontractor's compliance.

### **Taxes and Filings**

**Section 4.03.** This Agreement is for independent contractor services to be provided by **LEMSA** and **LEMSA** is responsible for payment of all applicable taxes and associated filing requirements.

### **Conflict of Interest**

**Section 4.04.** **LEMSA** will not hire any employee of **COUNTY**'s to perform any service covered by this Agreement. **LEMSA** affirms that, to the best of **LEMSA**'s knowledge, there exists no actual or potential conflict between **LEMSA**'s family, business or financial interests and **LEMSA**'s services under this Agreement, and in the event of change in this status during the term of this Agreement, **LEMSA** will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY**'s option terminate this Agreement in the event of such actual or potential conflict of interest.

### **Assignment**

**Section 4.05.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **LEMSA** without prior written consent of **COUNTY**, except as specified in Section 3.03 of this agreement.

### **Indemnification**

**Section 4.06.** **LEMSA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **LEMSA** or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

### **Books and Records**

**Section 4.07.** All reports and other materials collected or produced by **LEMSA** or any subcontractor of **LEMSA** specifically for use by **COUNTY** shall, after completion and acceptance of the contract, become the property of the **COUNTY**, and shall not be subject to any copyright claimed by the **LEMSA**, subcontractor, or their agents or employees. **LEMSA** may retain copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the **LEMSA** relating to the services to be provided under this contract shall be the property of the **COUNTY**, and **LEMSA** hereby agrees to deliver the same to the **COUNTY** upon request.

**Section 4.08.** **LEMSA** shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for

services or expenditures and disbursements charged to the **COUNTY** under the terms of the agreement for a period of five (5) years. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon a twenty-four (24) hours written or verbal request by the **COUNTY**.

**Section 4.09.** It is understood and agreed that this agreement contemplates personal performance by the **LEMSA** and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties and/or obligations of the **LEMSA** under this agreement will be permitted only with the express written consent of the **COUNTY**, except as specified in Section 3.03 of this agreement.

## **ARTICLE 5. OBLIGATIONS OF COUNTY**

### **Cooperation of COUNTY**

**Section 5.01.** **COUNTY** agrees to timely comply with all reasonable requests of **LEMSA** and provide access to all documents reasonably necessary to the performance of **LEMSA**'s duties under this Agreement.

## **ARTICLE 6. TERMINATION OF AGREEMENT**

### **Termination on Occurrence of Stated Events**

**Section 6.01.** This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of either party;
- (2) Assignment of this Agreement by **LEMSA** without the consent of the **COUNTY**.

### **Termination by COUNTY for Default of LEMSA**

**Section 6.02.** Should **LEMSA** default in the performance of this Agreement or breach any of its provisions, **COUNTY**, at **COUNTY**'s option, may terminate this Agreement by giving written notification to **LEMSA**.

**Section 6.03.** **COUNTY** may terminate this agreement at any time by providing a sixty (60) day written notice to **LEMSA** that the agreement is terminated. The agreement shall then be deemed terminated and no further work shall be performed by **LEMSA**. **COUNTY** shall pay **LEMSA** for all services rendered up to the date of termination.

**Section 6.04.** **COUNTY** may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased. Oral notice of termination will be confirmed through written notice by **COUNTY** to **LEMSA** within one week of termination.

**Section 6.05.** Should this Agreement be terminated, **LEMSA** shall provide **COUNTY** with all finished and unfinished reports, data, studies, photographs, charts, electronic data, and other documents prepared by **LEMSA** pursuant to this Agreement.

## ARTICLE 7. GENERAL PROVISIONS

### Notices

**Section 7.01.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to **COUNTY**:

Dana Loomis, Director  
Plumas County Public Health Agency  
206 County Hospital Road, Suite 206  
Quincy, CA 95971

If to **LEMSA**:

Chief Executive Officer  
Northern California EMS, Inc.  
930 Executive Way, Suite 150  
Redding, CA 96002

### Entire Agreement of the Parties

**Section 7.02.** This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein in "Attachment A" by **LEMSA** and **COUNTY** and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

**Section 7.03.** Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

**Section 7.04.** This agreement may be amended at any time by the mutual written agreement of the parties hereto.

**Section 7.05.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

***SIGNATURE PAGE FOLLOWS***



IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

**COUNTY OF PLUMAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Approved as to form:



Sara James  
Deputy County Counsel II

Date: 7/29/2021

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Engle  
Chair, Plumas County Board of Supervisors

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk of the Board of Supervisors

**NORTHERN CALIFORNIA EMS, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Donna Stone  
Chief Executive Officer

## **ATTACHMENT “A”**

**Capability 4: Medical Surge**

**Goal:** Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

**1 Known Gaps: MCLEMSA MCI Policies and Crisis Standard of Care Procedures must be reviewed by Nor-Cal EMS annually for the HPP grant cycle. The Regional MCI Plan and Region 3 Infectious Disease EMS Transportation Plan are also reviewed, and changes are made in collaboration with S-SV EMS and the Region III RDMHS.**

**2 Classify Activity: Sustain**

## PHASE 1: Plan and Prepare

Objective 1	Plan for a Medical Surge	Notes
Activity 2	Incorporate Medical Surge Planning into Emergency Medical Services	
	<p>1 EMS plans should incorporate disaster related dispatch, response, mutual aid and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment.</p> <p>FY 21-22 Continue to work on this activity and deliverable and report.</p> <p>Reference:</p> <p>ASPR HPP FOA EP-U3R-19-001, pages 68</p> <p>FY 2019-20 Local HPP Work Plan,</p> <p>Capability 4, LEMSA</p> <p>2017-2022 Health Care Preparedness and Response Capabilities, page 46-47</p>	<p>1. Nor-Cal EMS will review and revise as needed, the newly written NOR-CAL EMS/S-SV EMS REGIONAL MCI PLAN – MANUAL 1 (FIELD OPERATIONS) which serves as the Nor-Cal S-SV EMS Regional MCI Plan-Field. The plan includes MCLEMSA areas of authority that address disaster related dispatch, response, mutual aid, and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment. Any areas of Manual 1 that require revisions will be completed in collaboration with S-SV EMS and the RDMHS.</p>
	<p>2 EMS will work collaboratively with the LHD to identify a local initiative or project to meet local needs and delineate the LEMSA role from the LHD role.</p> <p>FY 21-22 Continue to work on this activity and deliverable and report.</p>	<p>2. As noted above, Nor-Cal EMS will review and revise as needed, the NOR-CAL EMS/S-SV EMS REGIONAL MCI PLAN – MANUAL 1 (FIELD OPERATIONS). Nor-Cal EMS will also review and revise as needed the newly written NOR-</p>

	<p><b>Reference:</b>  <b>FY 2019-20 Local HPP Work Plan,      Capability 4, LEMSA</b></p>	<p>CAL EMS/S-SV EMS REGIONAL  <b>MCI PLAN</b>  <b>– MANUAL 2 (PATIENT      DISTRIBUTION)</b> which serves as      the Nor-Cal S-SV EMS Regional      MCI Plan-Patient Distribution.      The plan includes MCLEMSA      areas of authority that address      disaster related events and some      aspects of response and      coordination components are      also included in Manual 2. Any      areas of Manual 2 that require      revisions will be completed in      collaboration with S-SV EMS and      the RDMHS.</p>
<b>Activity 3</b>	<p><b>Incorporate Medical Surge Planning into      HCC Response Plan</b></p>	
	<p>3 EMS will continue to participate in the review and update of the HCC Response Plan, to maintain the patient transportation process from, the field, to hospital, to interfacility, and to the region.</p> <p>FY 21-22 Continue to work on this activity and deliverable and report.</p> <p><b>Reference:</b>  <b>ASPR HPP FOA EP-U3R-19-001, pages 68-76</b></p> <p>4 EMS will continue to review and update information sharing protocols with HCC members, corroborate member needs and incorporate the process in the HCC Response Plan.</p> <p>FY 21-22 Continue to work on this activity and deliverable and report.</p> <p><b>Reference:</b>  <b>ASPR HPP FOA EP-U3R-19-001, pages 68-76</b>  <b>FY 2019-20 Local HPP Work Plan,      Capability 4, LEMSA</b>  <b>2017-2022 Health Care Preparedness and      Response Capabilities, page 46-48</b></p>	<p>3. Pre-hospital patient transportation is covered in LEMSA policy and procedures. These processes are also addressed in the existing NOR-CAL EMS/S-SV EMS REGIONAL MCI PLAN – MANUAL 1 (FIELD OPERATIONS) and the NOR-CAL EMS/S-SV EMS REGIONAL MCI PLAN – MANUAL 2 (PATIENT DISTRIBUTION).</p> <p>4. MCLEMSA information sharing protocols are addressed in the MHOAC, Nor-Cal EMS Agency &amp; RDMHS Contact Guidelines. Additionally, these are also addressed in the existing NOR-CAL EMS/S-SV EMS REGIONAL MCI PLAN – MANUAL 1 (FIELD OPERATIONS) and the NOR-CAL EMS/S-SV EMS REGIONAL MCI PLAN – MANUAL 2 (PATIENT DISTRIBUTION). Nor-Cal EMS will review and revise the MHOAC, Nor-Cal EMS Agency &amp; RDMHS Contact Guidelines as needed to assure they continue to meet regional needs.</p> <p>5. Actual events, cancelled/rescheduled local HPP</p>

	<b>for the five Nor-Cal EMS counties, in person or via conference calls.</b>	meetings, or an unforeseen staffing conflict may interfere with a planned meeting attendance.
<b>Outputs from the planned activities</b>		
1	HCCs will provide the EMS plans upon request (Activity 2.1).	
2	HCCs will provide a documentation of roles and responsibilities for local initiative	
3	HCCs will provide a copy of the EMS transportation protocols upon request	
4		
5		
Outputs	6 Review/present the MHOAC, Nor-Cal EMS Agency & RDMHS Contact	
	7 Nor-Cal EMS will create a meeting tracking matrix for reporting local HPP meeting	

## PHASE 2: Train and Equip

Objective 2: Respond to a Medical Surge	Notes
<b>Activity 3</b> <b>Incorporate Medical Surge Planning into HCC Response Plan</b>	
1 EMS will continue to provide training to HCC members on plans, policies and procedures for regional transportation of a patient(s) with a suspected and/or confirmed highly infectious disease.  <i>FY 21-22 Continue to work on this activity and deliverable and report.</i>  Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i>	1. Nor-Cal EMS will develop and provide patient transportation courses based on the after-action recommendations for COVID-19, to include preparing a patient for transport from the field or facility to a higher level of care as well as EMS response for a potential infectious disease. This training will be developed with a concentration on EMS and hospitals. Training will be conducted at a location in each of the five counties of Lassen, Modoc, Plumas, Sierra and Trinity.
2 EMS will continue to provide training to HCC members on plans, policies and procedures for transitioning to a disaster response.  <i>FY 21-22 Continue to work on this activity and deliverable and report.</i>  Reference:	2. Nor-Cal EMS will develop an online Disaster & MCI training course. The course will include plans, policies and procedures for a MCI transitioning to a disaster response. The course will cover SEMS, ICS, MCI, Triage as well as Nor Cal EMS Disaster Medical policies. Online participation will be tracked and CEs provided.

Activities	<p>3 <i>Nor-Cal EMS will review, revise as needed, and continue to provide the online Disaster &amp; MCI Training Course. The course covers SEMS, ICS, MCI, Triage, and MCI considerations. The course is approximately 1 hour in length.</i></p>	<p>3. Nor-Cal EMS will participate in the annual Statewide Medical Health Exercise. When prompted by OAs during their exercise, Nor-Cal EMS will perform appropriate supporting LEMSA functions. Participation will be captured by the OA in the OA post exercise documentation and in MCLEMSA staff HPP monthly progress reports. Note: This activity may be impacted by cancellation of the SWMHE.</p>
<b>Outputs from the planned activities</b>		
Outputs	<p>1 HCCs will provide upon request their patient movement plan, and patient</p> <p>2 HCCs will provide a list of participants and an agenda for each completed training</p> <p>3 Class sign-in sheets will be retained. (Activity 3.1).</p> <p>4 Online Disaster &amp; MCI Training Course activity/completion will be reported</p>	

### PHASE 3: Exercise and Respond

Objective 2:	Respond to a Medical Surge	Notes
Activity 3	<p><b>Incorporate Medical Surge into HCC Response Plan</b></p>	
	<p>1 EMS will participate in the Coalition Surge Test (CST) annually.</p> <p>FY 21-22 Continue to work on this activity and deliverable and report.</p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	<p>1. Nor-Cal EMS will participate, within our multi-county LEMSA role and according to our regional LEMSA policy &amp; guidelines, in any local exercises conducted, including Coalition Surge Test (CST). Participation will be captured by the OA in their OA post exercise documentation and in MCLEMSA staff HPP quarterly progress reports.</p>
	<p>2 EMS will complete a redundant communications drill twice a year with their HCC.</p> <p>FY 21-22 Continue to work on this activity and deliverable and report.</p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-</p>	<p>2. Nor-Cal EMS will work with the OAs' CAHAN administrators to develop a CAHAN drill to include the LEMSA and all five counties (Lassen, Modoc, Plumas, Sierra, and Trinity). Nor-Cal EMS will request a minimum of two CAHAN drills. CAHAN will be utilized in tandem with</p>

<p>61  <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	<p>EMResource and in concert with the Region III RDMHS to alert pre-hospital providers as needed during large scale events and other related purposes. Drills will be reported in MCLEMSA staff HPP quarterly progress reports.</p>
<p>3 EMS will participate in the annual SWMHE.  <i>FY 20-21 Canceled.</i>  <i>FY 21-22 Canceled.</i>    <b>Reference:</b>  <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i>  <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34</i></p>	<p>3. When conducted by the State, Nor-Cal EMS will participate in the annual Statewide Medical Health Exercise via the Nor-Cal EMS Agency. When prompted by OAs during their exercise, Nor-Cal will perform supporting LEMSA functions appropriate to and aligned with the Nor-Cal EMS multi-county LEMSA role and mission. Participation will be captured by the OA in their OA post exercise documentation and in MCLEMSA staff HPP monthly progress reports.</p>
<p>4 EMS will participate in the SWMHE to validate the CDPH's Crisis Standards of Care CONOPS in FY 2021-22.  <i>FY 21-22 Continue to work on this activity and deliverable and report.</i>    <b>Reference:</b>  <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i>  <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures,</i></p>	<p>4. Nor-Cal EMS has Crisis Standard of Care Procedures in place. Nor-Cal EMS will participate in the annual Statewide Medical Health Exercise. Nor-Cal EMS will perform supporting LEMSA functions as appropriate.</p> <p>Participation will be captured by the OA in the OA post exercise documentation and in MCLEMSA staff HPP quarterly progress reports. Note: This activity may be impacted by cancellation of the SWMHE.</p>

Activities	5 <i>Nor-Cal EMS will participate throughout FY21-22 in local OA level exercises whenever requested by the OA via the Nor-Cal EMS Agency. Nor-Cal EMS will perform supporting LEMSA functions appropriate to and aligned with the Nor-Cal EMS multi-county LEMSA role and mission.</i>	4. Nor-Cal EMS has Crisis Standard of Care Procedures in place. Nor-Cal EMS will participate in the annual Statewide Medical Health Exercise. Nor-Cal EMS will perform supporting LEMSA functions as appropriate. Participation will be captured by the OA in the OA post exercise documentation and in MCLEMSA staff HPP quarterly progress reports. Note: This activity may be impacted by cancellation of the SWMHE.
<b>Outputs from the planned activities</b>		
Outputs	1 HCCs will provide after action reports (AARs) and improvement plans (IPs) 2 OAs/HCC will provide after action reports and improvement plans (Activity 3.5). 3 MCLEMSA participation will be captured in MCLEMSA staff HPP monthly	

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Eastern Plumas Healthcare, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Four Thousand Dollars and No/100 (\$4,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California Department of Public Health, Emergency Preparedness Office. Agreement Number 17-10182 A01.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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. Subcontractor 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 thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

If requested by County in writing, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Zach Gately, Health Education Coord Plumas  
County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Eastern Plumas Healthcare  
500 First Avenue  
Portola, California 96122  
(530) 832-6500

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Eastern Plumas District Healthcare agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Eastern Plumas Healthcare, a political subdivision of the State of California

By: \_\_\_\_\_  
Doug McCoy, Chief Executive Officer

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

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

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

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

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

Attest:

By: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

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

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

Date: 8/18/2021

**EXHIBIT A – SCOPE OF SERVICES**

Actively participate in our Health Care Coalition (HCC) by attending the four quarterly meetings and participating in sub committees that may be established for particular issues that have been identified. (4 Meetings x \$1,000.00 = \$4,000.00)

- Work with the Coalition to complete an annual Hazard Vulnerability Assessment (HVA) for each hospital and Public Health.
- Share your Resource lists with the coalition to compile a comprehensive resource directory both in county and our regional coalition.
- Work with the coalition in the Access and Functional Needs (AFN) planning and assist in keeping contact information for those groups updated.
- Work with the Coalition to begin creating a county Preparedness Plan and Response Plan for emergencies.
- Work with the coalition to develop a list of Behavioral Health impacts related to disaster/emergencies.
- Work with the coalition to develop a Family Reunification Plan after a disaster.
- Participate in trainings, drills and exercises (TBD) and develop an After Action Report (AAR) and Improvement Plan (IP).

**EXHIBIT B - FEE SCHEDULE****INVOICING AND PAYMENT:**

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for services performed in Exhibit A in accordance with this Agreement.

B. Invoice(s) Shall:

- 1) Bear the Subcontractors name, exactly as shown on the Agreement.
- 2) Bear the Subcontractor Agreement Number.
- 3) Identify the Invoice period.
- 4) Invoice(s) must be signed by authorized personnel.

C. **Invoice(s) Schedule:**

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>	<b>Amount</b>
1 <sup>st</sup> Quarter	July 1 <sup>st</sup> - September 30 <sup>th</sup>	October 15 <sup>th</sup>	\$1,000.00
2 <sup>nd</sup> Quarter	October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 15 <sup>th</sup>	\$1,000.00
3 <sup>rd</sup> Quarter	January 1 <sup>st</sup> - March 31 <sup>st</sup>	April 15 <sup>th</sup>	\$1,000.00
4 <sup>th</sup> Quarter	April 1 <sup>st</sup> - June 30 <sup>th</sup>	June 15 <sup>th</sup>	\$1,000.00

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Four Thousand Dollars and No Cents (\$4,000.00).

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Plumas District Hospital, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Four Thousand Dollars and No/100 (\$4,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California Department of Public Health, Emergency Preparedness Office. Agreement Number 17-10182 A01.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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. Subcontractor 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 thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

If requested by County in writing, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. **Licenses and Permits.** Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Plumas District Hospital  
1065 Bucks Lake Road  
Quincy, California 95971  
(530) 283-7103

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas District Hospital agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Plumas District Hospital, a political subdivision of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Caleb Johnson, Chief Financial Officer

**COUNTY OF PLUMAS:**

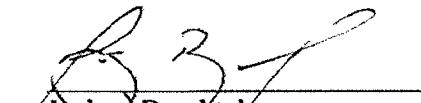
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

Date: 8/18/2021

**EXHIBIT A – SCOPE OF SERVICES**

Actively participate in our Health Care Coalition (HCC) by attending the four quarterly meetings and participating in sub committees that may be established for particular issues that have been identified. (4 Meetings x \$1,000.00 = \$4,000.00)

- Work with the Coalition to complete an annual Hazard Vulnerability Assessment (HVA) for each hospital and Public Health.
- Share your Resource lists with the coalition to compile a comprehensive resource directory both in county and our regional coalition.
- Work with the coalition in the Access and Functional Needs (AFN) planning and assist in keeping contact information for those groups updated.
- Work with the Coalition to begin creating a county Preparedness Plan and Response Plan for emergencies.
- Work with the coalition to develop a list of Behavioral Health impacts related to disaster/emergencies.
- Work with the coalition to develop a Family Reunification Plan after a disaster.
- Participate in trainings, drills and exercises (TBD) and develop an After Action Report (AAR) and Improvement Plan (IP).

**EXHIBIT B - FEE SCHEDULE****INVOICING AND PAYMENT:**

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for services performed in Exhibit A in accordance with this Agreement.

B. Invoice(s) Shall:

- 1) Bear the Subcontractors name, exactly as shown on the Agreement.
- 2) Bear the Subcontractor Agreement Number.
- 3) Identify the Invoice period.
- 4) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) Schedule:

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>	<b>Amount</b>
1 <sup>st</sup> Quarter	July 1 <sup>st</sup> - September 30 <sup>th</sup>	October 15 <sup>th</sup>	\$1,000.00
2 <sup>nd</sup> Quarter	October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 15 <sup>th</sup>	\$1,000.00
3 <sup>rd</sup> Quarter	January 1 <sup>st</sup> - March 31 <sup>st</sup>	April 15 <sup>th</sup>	\$1,000.00
4 <sup>th</sup> Quarter	April 1 <sup>st</sup> - June 30 <sup>th</sup>	June 15 <sup>th</sup>	\$1,000.00

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Four Thousand Dollars and No Cents (\$4,000.00).

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Seneca Healthcare District, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Four Thousand Dollars and No/100 (\$4,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California Department of Public Health, Emergency Preparedness Office. Agreement Number 17-10182 A01.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

If requested by County in writing, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. **Licenses and Permits.** Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Seneca Healthcare District  
130 Brentwood Drive  
Chester, CA 96020-  
(530) 258- 2068

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas District Hospital agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Seneca Healthcare District, a political subdivision of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawn P. McKenzie, Chief Executive Officer

**COUNTY OF PLUMAS:**

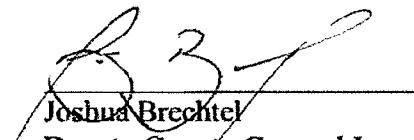
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

Date: 8/18/2021

**EXHIBIT A – SCOPE OF SERVICES**

Actively participate in our Health Care Coalition (HCC) by attending the four quarterly meetings and participating in sub committees that may be established for particular issues that have been identified. (4 Meetings x \$1,000.00 = \$4,000.00)

- Work with the Coalition to complete an annual Hazard Vulnerability Assessment (HVA) for each hospital and Public Health.
- Share your Resource lists with the coalition to compile a comprehensive resource directory both in county and our regional coalition.
- Work with the coalition in the Access and Functional Needs (AFN) planning and assist in keeping contact information for those groups updated.
- Work with the Coalition to begin creating a county Preparedness Plan and Response Plan for emergencies.
- Work with the coalition to develop a list of Behavioral Health impacts related to disaster/emergencies.
- Work with the coalition to develop a Family Reunification Plan after a disaster.
- Participate in trainings, drills and exercises (TBD) and develop an After Action Report (AAR) and Improvement Plan (IP).

**EXHIBIT B - FEE SCHEDULE****INVOICING AND PAYMENT:**

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for services performed in Exhibit A in accordance with this Agreement.

B. Invoice(s) Shall:

- 1) Bear the Subcontractors name, exactly as shown on the Agreement.
- 2) Bear the Subcontractor Agreement Number.
- 3) Identify the Invoice period.
- 4) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) Schedule:

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>	<b>Amount</b>
1 <sup>st</sup> Quarter	July 1 <sup>st</sup> - September 30 <sup>th</sup>	October 15 <sup>th</sup>	\$1,000.00
2 <sup>nd</sup> Quarter	October 1 <sup>st</sup> - December 31 <sup>st</sup>	January 15 <sup>th</sup>	\$1,000.00
3 <sup>rd</sup> Quarter	January 1 <sup>st</sup> - March 31 <sup>st</sup>	April 15 <sup>th</sup>	\$1,000.00
4 <sup>th</sup> Quarter	April 1 <sup>st</sup> - June 30 <sup>th</sup>	June 15 <sup>th</sup>	\$1,000.00

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Four Thousand Dollars and No Cents (\$4,000.00).



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

### CONSENT AGENDA REQUEST

For the September 7, 2021 meeting of the Plumas County Board of Supervisors

Date: August 25, 2021

To: Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: **Approval of Proposed Amendment No. 14 to Professional Services Agreement, dated October 20, 2015, with Bender Rosenthal Inc. for Right-of-way Acquisition Services for the Lights Creek Bridge Rehabilitation Project.**

#### Background:

Proposed project activities include blasting, cleaning, and painting all steel elements of the steel truss. The concrete bridge deck will be cleaned and treated with methacrylate or polyester concrete overlay. The roller bearings and abutment seats will be cleaned and the roller bearings at Abutment 3 will be reset. Minor preventative maintenance repairs are required to steel elements of the truss and both abutments require appropriate scour countermeasures. The project site is located on County Road 112 (North Valley Road), over Lights Creek, adjacent to the intersection with Diamond Mountain Road and north of Taylorsville.

This project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached Amendment No. 14 to the Professional Service Agreement between the County of Plumas and BRI has been approved as to form by the County Counsel's Office.

#### Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 14 to the Professional Services Agreement between the County of Plumas and BRI, for Right-of-Way Engineering and Acquisition Services for the Lights Creek Bridge Rehabilitation Project not to exceed \$25,730.

**Attachment:** Amendment No. 14 to the Professional Services Agreement between the County of Plumas and Bender Rosenthal Inc.

**AMENDMENT NO. 14  
to the  
PROFESSIONAL SERVICES AGREEMENT**

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

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

The “County” has identified the need for professional services on the following project:

**Lights Creek Bridge Rehabilitation Project**

**Project Background**

The Plumas County Department of Public Works (County), under an existing on-call agreement with Bender Rosenthal Inc. (BRI), is requesting right-of-way acquisition services for the Lights Creek Bridge (#9C-0012) Rehabilitation Project. The project site is located on County Road 112 (North Valley Road), over Lights Creek, adjacent to the intersection with Diamond Mountain Road and north of Taylorsville.

The project is federally-funded through the Highway Bridge Program (HBP), which is administered by the California Department of Transportation (Caltrans).

**Scope of Work**

The scope of work shall be as specifically set forth in the Scope of Work and Cost Proposal, which is attached hereto as Exhibit “A” and incorporated herein by this reference.

**Compensation**

Consultant shall be paid in accordance with the Scope of Work and Cost Proposal set forth in Exhibit “A,” attached hereto. Consultant’s compensation shall in no case exceed Twenty-Five Thousand Seven Hundred Thirty Dollars and No Cents (\$25,730.00). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

**Project Schedule**

The appraisals will be completed within eight (8) weeks of Notice to Proceed. Acquisition services will be completed within ten (10) weeks.

### Other Contract Provisions

The Contract Administrator set forth in the October 20, 2015 Professional Services Agreement (Article I Introduction) shall be changed from Robert A. Perreault to John Mannle.

The term of this Amendment No. 14 shall expire on July 31, 2022

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 14 to be executed by and through their respective authorized officers, as of the date first written above.

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

**CONTRACTOR:**

Bender Rosenthal, Inc.  
A California Corporation

By: \_\_\_\_\_  
Renee Baur  
Senior Vice President  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

  
8/24/2021  
Joshua Brechtel  
Deputy County Counsel I

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachments: Exhibit A - Scope of Work and Cost Proposal

## Exhibit A

### Scope of Work & Cost Proposal

The Lights Creek Bridge provides access to the eastern corner of Indian Valley in Plumas County. The bridge is in need of maintenance including cleaning and painting the steel elements, cleaning and treating the bridge deck and providing scour countermeasures at the abutments. The project requires road and access easements from two (2) ownerships:

- APN 004-340-003 Neer
- APN 004-200-024 Hanley

#### **TASK 1 - ROW MANAGEMENT**

This task includes schedule and progress updates and coordination efforts with the project development and right of way teams throughout the duration of the task.

##### **Deliverables:**

- Providing monthly progress updates to client
- Coordinating design issues between engineering team and right of way team.
- Assisting County with preparation of the Right of Way Certification.

#### **TASK 2 - VALUATION**

BRI proposes to develop two (2) appraisals of an opinion of fair market value. The Appraisal Reports will be narrative in format, and be prepared in conformance with, and subject to, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; and fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and Legal Descriptions for each of the properties has been provided to BRI by the County.

Some items that may affect the appraisal process may include:

- Complexity of the valuation.
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement).
- Damage Analysis (Severance Damage, Cost to Cure, etc.).

The primary steps in completion of fair market value appraisals of the property rights to be acquired include, but are not limited to the following:

- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subject is located.
- Collection of data from appropriate governmental agencies.
- Market investigation of vacant and improved comparable data.
- Verification of data with sources knowledgeable with the pertinent details of the transaction.
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value.
- Analysis of the proposed rights for acquisition - Easement Percentage of Fee.
- Preparation of report.
- Onsite physical inspection of the subject properties with the Owner (where possible).

#### **TASK 2B - APPRAISAL REVIEW**

Where required by Caltrans, an Independent Appraisal Reviewer will conduct a formal review of each narrative appraisal, as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than \$10,000 and where the Agency has established that an appraisal is not required.

**Deliverables:**

- Two (2) market value appraisal reports
- Two (2) independent appraisal reviews.

**TASK 3 - ACQUISITION SERVICES**

BRI proposes to develop all necessary contracts and conveyance documents necessary to make offers in conformance with State and Federal policies. We will meet with the owners and convey documents until acceptance or impasse is reached.

**Deliverables:**

- Acquisition of up to two (2) roadway and access easements.

**Assumptions:**

- BRI will make up to six (6) contacts with each owner.
- Estimate assumes no in-person contacts with the property owners. All contacts will be by US Mail, Telephone or Email.
- Any damage to the properties will be repaired by the County construction contractor.

**TASK 4 - TITLE AND ESCROW SERVICES**

BRI will obtain title reports for each of the impacted properties. Once signed documents are secured, BRI will facilitate the closing of the transaction with the Property Owner and oversee proper title clearance and recordation of documents.

**Cost Proposal**

Service/Deliverable	Hours Planned	Rate/ Hour	Total
Project Management Services	8 hrs.	\$220	\$1,760
Appraisal	Lump Sum	2 @ \$5,000	\$10,000
Independent Review Appraisal	Lump Sum	2 @ \$1,400	\$2,800
Acquisition	50 hrs.	\$125	\$6,250
Coordination	6 hrs.	\$135	\$ 810
Escrow Support	10 hrs.	\$135	\$1,350
Admin Support	8 hrs.	\$90	\$ 720
ROW Certification Assistance	2 hrs.	\$220	\$ 440
Title Reports	Lump Sum	2 @ \$750/each	\$1,500
		Postage	\$100
Total Not to Exceed:			<b>\$25,730</b>



# Office of the Sheriff

## Office of Emergency Services

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

### Memorandum

**DATE:** August 19, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of September 7, 2021

**It is recommended that the Board:**

Approve and sign contract #PCSO00037 between the Plumas County Sheriff's Office (PCSO) and Lake Almanor Towing, in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 10/01/21 – 09/30/22. This purpose of this agreement with Lake Almanor Towing is to provide service to the Sheriff's vehicle towing & recovery.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and BRIAN T. PHILLIPS, a sole proprietor, doing business as 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 Twenty Thousand Dollars and 00/100 (\$20,000.00).
3. Term. The term of this agreement shall be from October 1, 2021 through September 30, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

\_\_\_\_\_ COUNTY INITIALS

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

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Lake Almanor Towing  
PO Box 891  
Chester, CA 96020  
Attention: Brian Phillips

23. 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.
24. 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.
25. 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 or to the State Auditor upon the request of either the State Auditor or the County.
26. 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.

\_\_\_\_\_ COUNTY INITIALS

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

CONTRACTOR:

---

Brian T. Phillips, a sole proprietor,  
doing business as Lake  
Almanor Towing

Date:

COUNTY:

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

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

Name: Todd Johns

Title: Sheriff

---

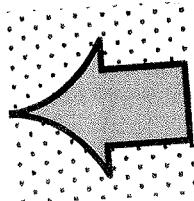
ATTEST:

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

Name: Heidi Putnam

Title: Clerk of the Board of Supervisors

Date signed:



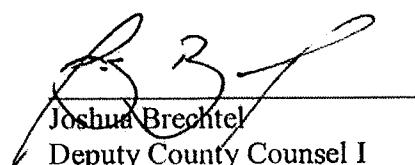
By: \_\_\_\_\_

Name: Jeff Engel

Title: Board of Supervisor, Chair

Date signed:

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

8/19/2021

\_\_\_\_\_ COUNTY INITIALS

- 7 -

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

**EXHIBIT A**

**Scope of Work**

1. Provide the following towing and automotive repair services on an as-needed basis upon request of the County:
  - a. Towing of vehicles.
  - b. Sale and installation of new tires.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Tires shall be charged at the “net state price”.
2. Towing services shall be charged in accordance with the rate sheet attached hereto as Exhibit B-1.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County’s authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County’s sole satisfaction.

Susanville Towing  
P.O. Box 1327  
2955 Johnstonville Rd  
Susanville, CA 96130  
(530) 257-5114 - phone  
(530) 257-7185 - fax

Lake Almanor Towing  
P.O. Box 891  
333 Main St  
Chester, CA 96020  
(530) 258-3062 - phone  
(530) 258-3065 - fax

Doyle Towing  
P.O. Box 281  
436-610 Susan Dr  
Doyle, CA 96109  
(530) 827-2617 - phone  
(530) 827-3618 - fax

## As of July 2019

### Class A Tow Rates:

Cars and Trucks 10,000 GVW and under.

Basic Tow Rates:	\$150.00
Basic Road Service Rate:	\$125.00
Extra Time at Scene: (after 15 minutes)	\$300.00 per hour
Extra Miles: (after 5 miles)	\$8.00
Dolly Tow: (extra hourly charge)	\$300.00
Drop Drive Line: (extra hourly charge)	\$300.00
Recover/Accident/Impound:	\$300.00
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

### Class B Tow Rates:

Vehicles 10,001-26,000 GVW

Basic Tow Rates: (Minimum 1 hour)	\$275.00 per hour
Recovery/Accident/Impound:	\$350.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm-before 8am and Sunday's)	\$150.00

### Class C Tow Rates:

Vehicles 26,001 + GVW

Basic Tow Rates: (Minimum 1 hour)	\$300.00 per hour
Recovery/Accident/Impound:	\$400.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

### Service Trucks:

Basic Service Call:	\$150.00 per hour
Pilot Car:	\$75.00 per hour
Traffic Control:	\$75.00 per hour
Helpers:	\$75.00 per hour

### Flat Rates Light Duty

Susanville to Reno:	\$600.00
Susanville to Redding:	\$800.00
Susanville to Chico:	\$700.00
Doyle to Reno:	\$400.00
Chester to Chico:	\$500.00

**PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT***1834 East Main Street, Quincy, CA 95971**Telephone: (530) 283-6268***AGENDA REQUEST**

For the September 7, 2021 meeting of the Board of Supervisors

August 30, 2021

To: Honorable Board of Supervisors

From: John Mannle, Manager, Flood Control District

Subject: Approval of Flood Maintenance Assistance Grant Application and Resolution

A handwritten signature in black ink that reads "John Mannle".

**BACKGROUND**

The Department of Water Resources, (DWR) has a grant called Flood Maintenance Assistance Program which provides funds to Local Maintaining Agency (LMA) to assist in the maintenance to levee's. Flood Control staff applied for this grant last year, but was not successful in receiving grant funds due to no Operations, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) agreement being submitted. The current grant application now requires an authorizing resolution and OMRR&R agreement executed. Application, agreement and resolution have been reviewed as to form by County Counsel.

The grant provides \$20,000 funding to produce a United States Army Corps of Engineers Letter of Intent, System Wide Investment Framework (USACE LOI or SWIF) and an additional \$20,000 of funding to produce technical/engineering reports to manage the State Plan of Flood Control (SPFC) facilities. The grant further provides funding for levee improvements and levee maintenance on a 75% matching basis. Flood Control currently budgets \$13,000 per year for levee maintenance, which could be used as match to receive an additional \$39,000 to be used on levee and diversion dam maintenance.

The fiscal impact would be positive for Flood Control to receive up to \$79,000 in grant funds for maintenance of Chester Diversion Dam and levee maintenance.

**RECOMMENDATIONS**

Flood Control Manager recommends that the Flood Control Governing Board adopt the attached resolutions to authorize execution of agreement, OMRR&R agreement, and funding agreement and authorize the Chair of the Board of Supervisors to execute agreements.

Attachments: Resolutions authorizing submittal of grant application, OMRR&R agreement and Funding Agreement

# FLOOD MAINTENANCE ASSISTANCE PROGRAM

Funded by  
FLOOD MAINTENANCE OFFICE  
GENERAL FUND

## FISCAL YEAR 2021-22 PROPOSAL SOLICITATION PACKAGE



STATE OF CALIFORNIA  
THE DEPARTMENT OF WATER RESOURCES

## FLOOD MAINTENANCE ASSISTANCE PROGRAM PROPOSAL SOLICITATION PACKAGE

The California Department of Water Resources invites you to submit a proposal for funding assistance with flood maintenance activities that you have provided assurance to Central Valley Flood Protection Board to perform.

### PROPOSAL DUE DATES

MAY 31, 2021

### PROPOSAL SUBMITTAL

All applicants must complete the Proposal Solicitation Package forms and return them (un-signed) via email to:

Jeff H. Van Gilder  
(916) 574-2745  
[jeff.vangilder@water.ca.gov](mailto:jeff.vangilder@water.ca.gov)

### PROPOSAL SIGNATURES

The un-signed PDF package will be reviewed by DWR, uploaded to DocuSign, and distributed for digital signatures using the email addresses supplied below.

Attachment B - Local Maintaining Agency Authorizing Resolution:

**Authorized LMA Representative (required):**

Name and Title Jeff Engel, Chair  
DocuSign Email Address engel.dist5@gmail.com

**Attestation Signatory (optional):**

Name and Title \_\_\_\_\_  
DocuSign Email Address \_\_\_\_\_

Attachment C - Attorney Certification:

**Applicant Agency's Attorney (required):**

Name and Title \_\_\_\_\_ Gretchen Stuhr, County Counsel  
DocuSign Email Address \_\_\_\_\_ [gretchenstuhr@countyofplumas.com](mailto:gretchenstuhr@countyofplumas.com)

## 1. INTRODUCTION

The Flood Maintenance Assistance Program (FMAP) is a program that provides state funds for eligible maintenance activities with Local Maintaining Agencies (LMAs) including Maintenance Areas (MAs) to help obtain acceptable maintenance of the State Plan of Flood Control facilities (levees, channels, and structures). The purpose of FMAP is ensure State Plan of Flood Control (SPFC) facilities are properly maintained with sufficient resources (including funding) to meet Code of Federal Regulations, Title 33, section 208.10 (33 CFR 208.10), and applicable Operation and Maintenance (O&M) manual requirements.

The FMAP will partner with LMAs to work towards sustainable O&M by:

- Providing State funds to LMAs to reduce the accumulation of deferred maintenance.
- Providing technical assistance to enable the LMAs to effectively perform the maintenance activities in an efficient manner.
- Securing new Operation, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) assurance agreements between LMAs and CVFPB.
- Promoting consolidation or regional governance of LMAs, so SPFC facilities can be more efficiently and effectively maintained.
- Sustaining and improving eligibility for USACE PL 84-99 Program and ultimately compliance with USACE O&M manual requirements.

Selection for participation and funding under FMAP will be determined by information requested in the questionnaire that will confirm and verify the LMAs willingness to pursue and obtain a PL 84-99 eligibility and having sufficient funding to perform OMRR&R activities annually.

## 2. REQUIREMENTS AND LIMITATIONS

All LMAs are required to meet all the following criteria to receive FMAP funding:

- Levee must be within State Plan of Flood Control (SPFC).
- Applicant must have current compliance with PL 84-99, existing USACE Letters of Intent/System Wide Improvement Framework plans (LOI/SWIF) or commit to compliance by submitting a LOI and SWIF plan through FMAP.
- LMAs must provide a copy of an existing SWIF or LOI with the USACE.
- In areas where USACE System includes multiple LMAs, coordinate and collaborate among the LMAs to ensure the submittals meet the requirement for the USACE LOI/SWIF for the project area. Regional Flood Management Assistance Program (RFMAP) funding can be used for coordination activities.
- LMA must execute a new assurance agreement (OMRR&R) with CVFPB for the entire jurisdiction of the LMA.
- LMA must meet all California Department of Water Resources (DWR) flood reporting requirements, such as Assembly Bill (AB) 156 (Stats. 2007, ch. 368).

- LMA must work with the region to find solutions for more effective and efficient delivery of the required O&M for SPFC facilities.
- LMA levee is not or is not anticipated to receive Early Implementation Program/Urban Flood Risk Reduction Program (EIP/UFRR) and/or USACE project repair or improvement funding.
- If LMA is entitled to receive Delta Subventions funding, no O&M funding will be provided. LOI/SWIF funding will be limited to what is needed beyond the planning funds provided by the Delta Subventions program.

### 3. FUNDING

Available funding for eligible participants will be made available in Fiscal Year 21/22 for the following activities:

1. DWR will fund \$20,000 per LMA for preparation of a USACE LOI/SWIF, if the LMA is willing to commit to complete the process. If the LMA already has a LOI & SWIF in place, which means they are currently eligible for PL 84-99, funding under this item can be allocated for additional identified OMRR&R activities.
2. DWR will fund \$20,000 per LMA for preparation of technical/engineering reports needed to secure sufficient funding to manage their SPFC system to meet the requirements in Code of Federal Regulations, Title 33, Section 208.10, O&M Manual, and new OMRR&R agreement, if they are willing to commit to complete the process. If the LMA is already well funded and does not have an Unacceptable Rating from State Annual Maintenance Inspection or a recently passed a Proposition 218 Election, LMA may use the funding for additional identified O&M activities.
3. DWR will provide matching funds, up to an identified amount needed for O&M activities, for dollars spent during last fiscal year for O&M activities based on the formula below. Only LMAs participating in items #1 and #2 above are eligible to receive the additional funding.
  - 75% matching funds for the first \$10,000 per mile expenditure.
  - 50% matching funds for expenditures in excess of \$10,000 per mile.
  - All funding will depend on the program demand and fund availability.

Funds will be advanced for the LOI/SWIF and Engineering Report (items 1 & 2 above). Funds may be advanced on a quarterly basis for the O&M activities upon approval and verification.

Costs *eligible* for funding through this program O&M activities include the following:

- Gravel for access roads and levee crown
- Rock slope protection (RSP) for minor embankment repairs
- Minor seepage control repairs

- Minor stability repairs
- Vegetation management
- Rodent abatement
- Flood control structure/facilities upgrades
- Gates/fencing maintenance

Costs *not eligible* for funding through this program include the following:

- Administrative personnel
- Purchase and maintenance of general use vehicles
- New facilities
- Utility cost reimbursement
- Administrative overhead charges
- Travel or commute costs
- Non-SPFC O&M activities

#### 4. SELECTION CRITERIA

All LMAs are potentially eligible to receive FMAP funding if they are willing to take the necessary actions to be eligible for PL 84-99 and secure sufficient funding to perform the required OMRR&R activities annually. The program is designed to support the LMAs to be successful in carrying out their responsibilities under OMRR&R. The level of funding and what the funding can be used will depend on the submittal listed below.

#### 5. TIMELINE

Considering the level of information requested, the request for funding will be reviewed if the PSP is received by a given date. Submittals received by the established date will be reviewed and considered in the order received. If the funding is exhausted requests received after that point will be denied.

The following date is the established cutoff for the FY 21/22 funding cycle:

- May 31, 2021

## 6. SUBMITTAL

Attachment A to this PSP is a questionnaire and supplemental information package. The following requested information must be provided or if not applicable, the applicant must clearly state the reason why the information was not provided. Applications not containing all required information or acceptable reasons for omission will not be further reviewed or considered for funding in the current round, but they will have the opportunity to provide the complete information in the next round. In addition to the information listed below, applicant may also include supplemental materials that they believe would assist in making the funding decision.

- Completed Questionnaire & Supplemental information
- A list and map of SPFC facilities LMA is responsible for
- Correspondence indicating current USACE PL 84-99 eligibility, if applicable
- Submitted LOI, if applicable
- USACE approved LOI, if applicable
- Submitted SWIF, if applicable
- USACE approved SWIF, if applicable
- List of LMAs, beside the applicant, in the USACE System, if applicable
- AB156 compliance report
- O&M activities along with actual cost for 2018 and 2019
- List of prioritize OMRR&R activities that requires State assistance
- List of recent (last 10 years) Delta Subventions, EIP/UFRR, USACE, or other major improvement projects on SPFC facilities; provide brief scope of work

Attachment B to this PSP is a Local Maintaining Agency Authorizing Resolution. This document must be digitally signed via DocuSign *during* the board meeting in which the Resolution is voted on. The Resolution will authorize the LMA to submit a Proposal for funding from the Department of Water Resources and Designate a Representative to Execute the Agreement and any Amendments thereto for the FMAP FY 21/22 cycle.

Attachment C to this PSP is an Attorney Certification. This Certification must be signed by a duly qualified and licensed attorney in California representing the Applicant Agency. The attorney must verify that the Local Maintaining Agency is eligible to participate in the FMAP program, receive funds from the State of California, and implement a flood control program in order for this application to be considered by DWR.

## ATTACHMENT A

### FLOOD MAINTENANCE ASSISTANCE PROGRAM (FMAP)

This questionnaire and submittal would provide us the needed information to evaluate the appropriate level of participation in FMAP. FMAP has several requirements that must be met to receive eligible funding as described in the Proposal Solicitation Package (PSP). Please answer the following questions and provide the requested information.

LMA Plumas County Flood Control & Water Conservation District

Authorized LMA Representative Jeff Engel, Chair

*(Name and Title)*

Address 1834 East Main Street, Quincy, CA

Phone Number (530) 283-6268

District Engineer \_\_\_\_\_

Legal Counsel Gretchen Stuhr, County Counsel

Legislative District 1st Assembly & 1st Senate District

*(Senate and Assembly)*

Other Contact Information \_\_\_\_\_

1. Does LMA have State Plan of Flood Control (SPFC) facilities? (Y/N) YES
2. Does LMA have current PL 84-99 eligibility? (Y/N) NO      If Yes, please provide supporting documentation.
3. Does LMA have an approved LOI or SWIF with USACE? (Y/N) NO      If Yes, please provide a copy of the approval.
4. If No, has LMA submitted a LOI or SWIF currently pending with USACE? (Y/N) NO      If Yes, please provide a copy of the documents.
5. If No on questions 3 & 4, is LMA willing to commit to pursuing and obtaining a USACE SWIF, which includes submittal of LOI & SWIF? (Y/N) YES
6. Is there more than one LMA in your leveed area (USACE system)? (Y/N) NO      If Yes, is LMA cooperating or willing to cooperate with the other LMAs to pursue and obtain an approved USACE LOI and SWIF within a USACE System? (Y/N)
7. Is LMA willing to execute a new assurance agreement (OMRR&R) with CVFPB for the entire leveed area (USACE system)? (Y/N) YES

8. Is LMA willing to secure sufficient local funding to perform OMRR&R activities required by the assurance agreement? (Y/N) YES
9. Is LMA willing to meet DWR reporting requirements, such as AB 156? (Y/N) YES
10. Is LMA willing to provide actual cost and scope of the last two full years of O&M activities? (Y/N) YES
11. Is LMA willing to prioritize deficiencies within the leveed area (USACE system) and commit to OMRR&R activities that will reduce flood risk and make LMA compliant with PL 84-99? (Y/N) YES
12. Is LMA willing to coordinate and work with RFMP to implement the plan identified in the SWIF? (Y/N) YES
13. Is LMA currently participating in other DWR programs such as Delta Subventions, EIP/UFRR, or FSRP? (Y/N) NO If yes, please identify and describe the project or activity:

Additional questions required of all new solicitations to fulfil State's requirement under EO B-30-15, AB 1482, & AB 2800. Answering in any way does **not** affect a LMA's eligibility to receive funding.

14. Does the LMA have a strategic business plan? (Y/N) NO If yes, please submit a copy.
15. Has the LMA conducted a climate change vulnerability assessment? (Y/N) NO If yes, please submit a copy.
16. Does the LMA have a main contact person for climate change? (Y/N) NO If yes, to what position in the origination does that person report?
17. Has the LMA considered the risk of climate change in its capital reserves and investments? (Y/N) NO

Please provide the following project information:

- Briefly describe the leveed area (USACE system) and what is protected within the project basin.**

The Chester Diversion Dam Channel levees protect the surrounding area west of Chester including an airport, Caltrans yard, State Route 36, materials quarry and asphalt production plant and Collins Pine lumber mill.

- Explain how you intend to become compliant with the SWIF process and USACE and DWR inspections.**

Flood Control intent is to become compliant with USACE letter of intent and SWIF preparation with funding from the 1st category from the Flood Maintenance Assistance Program Funding. Flood Control is currently compliant on DWR inspections with the annular maintenance budget of \$13,000.

- Please provide verifiable and detailed information of eligible OMRR&R activities and projects conducted by the LMA the last two full years.**

Chester Road Department conducts vegetation management on the levee slopes, channel and diversion dam slopes and remove debris from diversion dam. Plumas County Flood Control and Water Conservation District also hired the State of California Department of Forestry and Fire Protection Conservation Corps.

- **Provide a list of eligible OMRR&R activities and projects that you intend to conduct or construct.**

Address DWR identified levee deficiencies, vegetation management, erosion and stability repairs, maintenance of levee slopes and patrol roads, debris and obstruction removal, sediment removal from upstream of the diversion dam affecting the debris gate function and repair of debris gate.

- **Please prioritize the activities and detail the scope of the projects. This includes project description, proposed schedule, and proposed budget. Budget details must include personnel, equipment, and material costs.**

Execute assurance agreement and meet requirements of the OMRR&R with CVFPB, complete USACE letter of intent and SWIF preparation, gates and fencing, levee access road gravel and crown. Budget amounts are \$20,000 each for OMRR&R and USACE and \$50,000 toward eligible projects listed.

- **Describe the project benefits and how it works toward USACE and DWR levee inspection compliance.**

Project benefit would ensure that levee vegetation and erosion work continue along with added work on levee access road maintenance. Due to limited existing funds, minimum levee maintenance is completed. Added grant funds could be used to improve levee maintenance and reliability.

## ATTACHMENT B

### Local Maintaining Agency Authorizing Resolution Resolution No. \_\_\_\_\_

A Resolution by the \_\_\_\_\_  
of the Plumas County Flood Control & Water Conservation District  
Authorizing a Proposal for funding from the Department of Water Resources and Designating a  
Representative to Execute the Agreement and any Amendments thereto, for the  
\_\_\_\_\_ Project

WHEREAS, the Plumas County Flood Control & Water Conservation District is a California  
Public Agency with responsibility for flood maintenance and right-of-way authority of the Project facilities;

WHEREAS the Plumas County Flood Control & Water Conservation District acknowledges  
that it must submit a new operations, maintenance, repair, rehabilitation, and replacement agreement  
with the Central Valley Flood Protection Board prior to the receipt of Flood Maintenance Assistance  
Program funds;

WHEREAS, the Plumas County Flood Control & Water Conservation District is authorized to  
enter into an agreement with the Department of Water Resources and the State of California;

THEREFORE, BE IT RESOLVED by the \_\_\_\_\_  
of the Plumas County Flood Control & Water Conservation District as follows:

1. That pursuant and subject to all of the terms and conditions of the Budget Act of 2021, the \_\_\_\_\_ authorize the \_\_\_\_\_, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
2. That the \_\_\_\_\_, or designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the \_\_\_\_\_ Project.

#### CERTIFICATION

I hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly and regularly adopted by the \_\_\_\_\_ of the Plumas County Flood Control & Water Conservation District at the meeting held on \_\_\_\_\_, motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, motion passed by the following vote:

AYES:

NOES:

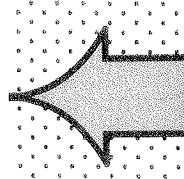
ABSTAIN:

ABSENT:

Attest: \_\_\_\_\_

Jeff Engel, Chair

Plumas County Flood Control & Water Conservati



## ATTACHMENT C

### Attorney Certification

*(The Applicant's attorney shall answer the following questions regarding this proposal and where indicated, shall cite statutory authority or other references.)*

- Is the Applicant a political subdivision of the State of California?  Yes  No

Citation: \_\_\_\_\_

- Does the Applicant have legal authority to enter into a Funding Agreement with the State of California?  Yes  No

Citation: \_\_\_\_\_

- What steps are required by law for the Applicant to sign a Funding Agreement with the State?

Citation: \_\_\_\_\_

- What is the statutory authority under which the Applicant may obtain funds for the purpose, amount, and duration requested?

Citation: \_\_\_\_\_

- What is the statutory authority under which the Applicant was formed and is authorized to operate?

Citation: \_\_\_\_\_

- Is the Applicant required to hold an election before entering into a funding contract with the State?  Yes  No

Citation: \_\_\_\_\_

- Will an agreement between the Applicant and the State be subject to review and approval by other governmental agencies?  Yes  No

Identify all such agencies:

Citation: \_\_\_\_\_

- Describe any pending litigation that impacts the financial condition of the Applicant or the operation of flood management facilities. If none is pending, so state.

None

- Does the Applicant have legal authority and jurisdiction to implement a flood control program?  Yes  No

Citation: Cal. Water Code Section 8100 et seq. \_\_\_\_\_

*I certify that I am a duly qualified and licensed attorney in California representing the Applicant Agency and that I have answered the questions on this page and the preceding page to the best of my knowledge.*

By \_\_\_\_\_



(Signature of Applicant Agency's Attorney)

Date \_\_\_\_\_

7/30/2021

Gretchen Stuhr, County Counsel

(Printed Name of Applicant Agency's Attorney and Title)

(Bar No.)

Plumas County Flood Control & Water Conservation District

(Name of Applicant Agency)

## Appendix 1

### OMRR&R Agreement

OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION  
AGREEMENT BETWEEN  
The Central Valley Flood Protection Board  
AND  
Plumas County Flood Control & Water Conservation District (PCFC&WCD)  
FOR  
2022-FMAP-RD NA15-01

This Operation, Maintenance, Repair, Replacement, and Rehabilitation Agreement ("OMRR&R Agreement") is entered into by and between the State of California ("State"), acting by and through the Central Valley Flood Protection Board, or any successor thereto, ("Board") and the Plumas County Flood Control & Water Conservation District (PCFC&WCD) ("Funding Recipient") on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in view of the following circumstances:

1. **Flood Maintenance Assistance Program (FMAP) funds were authorized and appropriated by the California legislature for costs associated with improving the operations, maintenance, repair, rehabilitation, and replacement of state flood control levees and infrastructure of Local Maintaining Agencies (LMAs), pursuant to Water Code Section 12878 et seq.**
2. State funding is available for Eligible Activities pursuant to the FMAP:

The State, acting by and through the Department of Water Resources, has solicited applications for funding for its FMAP program.

The Funding Recipient applied for funding and has signed a Funding Agreement. This Funding agreement is between the State of California Department of Water Resources and the Plumas County Flood Control & Water Conservation District (PCFC&WCD) for 2022-FMAP-RD NA15-01 ("Funding Agreement").

The Funding Agreement provides that the Funding Recipient will be responsible for operation, maintenance, repair, replacement, and rehabilitation ("OMRR&R") of State Plan of Flood Control facilities.

The Department has agreed to enter into the Funding Agreement on the condition that the Funding Recipient enters into this OMRR&R Agreement for State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient.

3. The Funding Recipient already has responsibility for OMRR&R for the existing portions of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Agreement, the terms below are defined as indicated:

**“Board:”** The State of California Central Valley Flood Protection Board or any successor thereto.

**“Department:”** The State of California Department of Water Resources.

**“Eligible Activities:”** The development of System Wide Improvement Framework plans (SWIFs), and associated supporting documents, such as the required Letter of Intent to USACE to create a SWIF, and any of the activities identified by the California Department of Water Resources and U.S. Army Corps of Engineers inspections that help achieve acceptable level of maintenance to assure system performance are eligible for funding from FMAP. This includes all activities required under Code of Federal Regulations, title 33, section 208.10 and the O&M Manual Standards, such as:

- Levee and channel vegetation management
- Rodent abatement and damage repair
- Maintenance of levee slopes and patrol roads
- Minor erosion, seepage, and stability repairs
- Channel scour repair
- Addressing USACE and DWR identified levee deficiencies and unacceptable problems
- Maintenance of structures and other SPFC facilities
- Encroachment management
- Debris and obstruction removal
- Small sediment removal

**“Funding Agreement:”** The agreement between the State of California Department of Water Resources and the Plumas County Flood Control & Water Conservation District (PCFC&WC for 2022-FMAP-RD NA15-01 dated \_\_\_\_\_).

**“Funding Recipient:”** A public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is the signatory to the Funding Agreement and this OMRR&R Agreement.

**“OMRR&R:”** Operation, maintenance, repair, replacement, and rehabilitation of the portions of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient in accordance with applicable federal law, including without limitation, compliance with O&M requirements contained in Code of Federal Regulations, title 33, section 208.10, Board Resolution No. 2018-06 and future amendments thereto, and applicable Operation and Maintenance manuals for the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient, any revised or updated version of the Operation and Maintenance Manual, or any supplement to the Operation and Maintenance Manual.

Plumas County Flood Control & Water Conservation District (P

**"OMRR&R Agreement:"** This agreement between the Central Valley Flood Protection Board and the Plumas County Flood Control & Water Conservation District (PCFC&V for OMRR&R of the State Plan of Flood Control within the jurisdiction of Plumas County Flood Control & Water Conservation District (PCFC&WCD).

**"State:"** The State of California, acting by and through the Board.

**"State Plan of Flood Control:"** The state and federal flood control works, lands, programs, plans, conditions, and mode of maintenance and operations described in Public Resources Code section 5096.805(j).

## SECTION I: Obligations of the Funding Recipient

### A. General Obligations. The Funding Recipient agrees to the following:

1. To perform OMRR&R of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient. The duties of the Funding Recipient to perform OMRR&R for the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient shall be accomplished in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient, and the flood control system of which those facilities are a part. The duties of the Funding Recipient pursuant to this paragraph are described further in Section I-B below.
2. To hold and save the federal government and the State, their representatives, officers, directors, employees, including their attorneys and agents and consultants, as well as their successors and assigns, free and harmless from any and/or all claims and damages, including claims based upon inverse condemnation, arising from the operation, maintenance, repair, replacement, or rehabilitation of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient. Upon demand, the Funding Recipient shall reimburse the Board in full for all reasonable costs and attorneys' fees, including, but not limited to, those charged to it by the California Office of Attorney General, that the Board incurs in connection with the defense of any action brought against the Board arising from the operation, maintenance, repair, replacement, or rehabilitation of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient.
3. To hold and save the federal government and the State, their representatives, officers, directors, employees, including their attorneys, agents and consultants, as well as their successors and assigns free and harmless from any and/or all claims or damages arising out of or in connection with the obligations herein assumed by the Funding Recipient, including any responsibility for claims or damages arising out of work performed by the State on the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient for which the State may be held liable and any claims based upon inverse condemnation. Upon demand, the Funding Recipient shall reimburse the Board in full for all reasonable costs and attorneys' fees,

including, but not limited to, those charged to it by the California Office of Attorney General, that the Board incurs in connection with the defense of any action brought against the Board arising out of work performed by the State on the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient for which the State may be held liable and any claims based upon inverse condemnation.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate

1. The Funding Recipient hereby accepts responsibility for OMRR&R for the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient. Specifically, the Funding Recipient shall be responsible for OMRR&R in accordance with applicable federal laws, including without limitation, compliance with O&M requirements contained in Code of Federal Regulations, title 33, section 208.10, Board Resolution No. 2018-06 and future amendments thereto, and applicable Operation and Maintenance manuals for the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient, any revised or updated version of the Operation and Maintenance Manual, or any supplement to the Operation and Maintenance Manual.
2. The Funding Recipient hereby gives State the right to enter, at reasonable times and in a reasonable manner land which it owns or controls for access to for the purpose of: (i) conducting subsequent inspections to verify that the Funding Recipient is complying with its obligations under this OMRR&R Agreement; and (ii) operating, maintaining, repairing, replacing, or rehabilitating any part of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient located at or in conjunction with any present or future flood control plan if in the reasonable judgment of State, the Funding Recipient fails to comply with its obligations under this OMRR&R Agreement. In the event the State assumes title to any of the land to which the Funding Recipient needs access to fulfill the obligations set forth in the paragraph, the State grants an irrevocable license to the Funding Recipient to enter the land to fulfill its obligations under this OMRR&R Agreement.
3. If the Funding Recipient has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, the State may take appropriate actions including proceedings to establish a maintenance area under Water Code section 12878 et seq.

If the Funding Recipient fails to fulfill its obligations under this Agreement and if the failure or refusal constitutes, in the sole discretion of the State, a threat to the continued ability of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient to perform in a manner necessary to provide its designed level of flood protection, then the State, after notifying the Funding Recipient and providing a sixty (60) day opportunity to cure period, (except in the case of an emergency), may in its sole discretion develop a work plan and present it to the Funding Recipient with instructions that if the Funding Recipient does not

agree to carry out, or is unable to carry out, the work plan within the time specified in the work plan, the State will perform the necessary work or do so by contract. The Funding Recipient will reimburse the State for the costs of performing such work. No operation, maintenance, repair, replacement, or rehabilitation by the State shall operate to relieve the Funding Recipient of responsibility to meet the Funding Recipient's obligations as set forth in this OMRR&R Agreement, or to preclude the State from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this OMRR&R Agreement.

## SECTION II: Hazardous Substances

The Funding Recipient acknowledges the State may incur obligations with respect to hazardous substances regulated under the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. §§ 9601-9675); California Hazardous Substances Account Act, (Health & Safety Code, § 25310 et seq.) or other statutes or regulations (collectively referred to as "state and federal Hazardous Substances Laws") on lands necessary for OMRR&R to the extent the Funding Recipient fails to comply with its obligations under this OMRR&R Agreement. The Funding Recipient agrees:

- A. That in the event that the Funding Recipient discovers through an environmental investigation or other means that any lands, easements, or rights of way that have been acquired or provided for OMRR&R of State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient contain hazardous substances regulated under state and federal Hazardous Substances Laws, the Funding Recipient shall promptly notify the State of that discovery.
- B. That in the event hazardous substances regulated under state and federal Hazardous Substances Laws have been found, the Funding Recipient shall initiate and complete any and all necessary response and cleanup activity required under state and federal Hazardous Substances Laws, which shall include any studies and investigations necessary to determine the appropriate response to the contamination. Payment for the costs of such necessary response and cleanup activity as required under state and federal Hazardous Substances Laws shall be made by the Funding Recipient. In the event that the Funding Recipient fails to provide the funds necessary for response and cleanup activity required under state and federal Hazardous Substances Laws or to otherwise discharge the Funding Recipient's responsibilities under this Paragraph B, then the State may perform the necessary response and cleanup activity, and the Funding Recipient shall reimburse the State in accordance with the procedures set out in this OMRR&R Agreement. If the State performs the necessary response and cleanup activity required under state and federal Hazardous Substances Laws, the State shall consult with the Funding Recipient concerning the selection of the person(s) to perform the work, the amount of money to be spent on the work, the scope of the work, and any other aspect of response and cleanup activity.
- C. That the Funding Recipient shall consult with the State in order to ensure that responsible persons under state and federal Hazardous Substances Laws ultimately bear all necessary response and cleanup costs as defined in state and federal Hazardous Substances Laws.
- D. That the Funding Recipient shall operate, maintain, repair, replace, and rehabilitate State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient in a

manner that will control and minimize the release or threatened release of hazardous substances regulated under state and federal Hazardous Substances Laws on lands necessary for OMRR&R of the existing portions of the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient.

- E. That in the event that the State, their representatives, officers, directors, employees, including their attorneys and other persons, as well as their successors and assigns, are found to be liable under state and federal Hazardous Substances Laws for the release or threatened release of hazardous substances arising out of the operation, maintenance, repair, replacement, or rehabilitation of the portions State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient, then the Funding Recipient shall indemnify and hold the State, their representatives, officers, directors, employees, including their attorneys and other persons, as well as their successors and assigns, harmless from any response or cleanup costs for which the State, their representatives, officers, directors, employees, including their attorneys and other persons, as well as their successors and assigns, may be found to be liable under state and federal Hazardous Substances Laws. Upon demand, the Funding Recipient shall reimburse the State for all reasonable costs and attorneys' fees, including, but not limited to, those charged to it by the California Office of Attorney General, that the State incurs in connection with the defense of any action brought against it arising from the release or threatened release of hazardous substances arising out of the operation, maintenance, repair, replacement, or rehabilitation of the portions State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient.
- F. No decision made or action taken pursuant to any provision of this OMRR&R Agreement shall relieve any responsible person from any liability that may arise under state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State or the Funding Recipient of any right to seek from any responsible person as defined by state and federal Hazardous Substances Laws the recovery, contribution of, or indemnification from costs incurred by the State or the Funding Recipient for response or cleanup activity required under state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State of any other right or remedy provided by law.

### SECTION III: Authorization for Delegation or Subcontracting

The Funding Recipient may delegate or subcontract its responsibilities under this OMRR&R Agreement. The Funding Recipient shall be responsible for all work to be performed under the contract, including any delegated work. The State shall have the right to ask that any services for this OMRR&R Agreement provided by any subcontractor be terminated if its performance is unsatisfactory.

Payment for services rendered by subcontractors shall be made entirely by the Funding Recipient; the State shall not have any responsibility for making any payments to the subcontractors for any services they may render in connection with this OMRR&R Agreement.

### SECTION IV: Disputes

Before any party to the OMRR&R Agreement may bring suit in any court concerning an issue relating to this OMRR&R Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

#### **SECTION V: Obligation of Future Appropriations**

The parties agree that nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California.

#### **SECTION VI: Term of Agreement; Amendment**

The effective date of this OMRR&R Agreement is the date it is signed by all parties. The OMRR&R Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

#### **SECTION VII: Notices**

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

##### **If to Plumas County Flood Control & Water Conservation District (PCFC&WCD)**

**Jeff Engel, Chair  
Plumas County Flood Control & Water Co**

##### **If to the Board**

**Leslie Gallagher, Executive Officer  
Central Valley Flood Protection Board  
3310 El Camino Ave., Suite 170  
Sacramento, CA 95821**

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

#### **SECTION VIII: Standard Conditions**

This OMRR&R Agreement incorporates by reference the standard conditions that are included in Exhibit A to this OMRR&R Agreement

#### **SECTION IX: Authority**

The Funding Recipient has provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Agreement. This resolution is substantially the same as the draft resolution provided in Exhibit B to this OMRR&R Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Agreement.

**The Central Valley Flood  
Protection Board**

By

---

**Leslie Gallagher, Executive Officer**

Central Valley Flood Protection Board

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

Approved as to Legal Form  
and Sufficiency:

---

**Jit Dua, General Counsel**

Central Valley Flood Protection Board

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

**Plumas County Flood Control & Water Con**

By

---

**Jeff Engel, Chair**

Plumas County Flood Control & Water Conse

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

Approved as to Legal Form  
and Sufficiency:



---

**Gretchen Stuhr**

Plumas County Counsel

Date: 7/20/2021

**Exhibit B**

**OMRR&R Resolution**

Resolution No. \_\_\_\_\_

Resolved by the \_\_\_\_\_

of the Plumas County Flood Control & Water Conservation District (PCFC&WCD)

that pursuant and subject to all of the terms and provisions of Budget Act of 2020, that funds awarded to Plumas County Flood Control & Water Conservation District (PCFC&WCD) by the Department of Water Resources for a Flood Maintenance Assistance Program project titled: 2022-FMAP-RD NA15-01

have been accepted, and as a condition of accepting these funds the Funding Recipient committed to signing an additional agreement with the Central Valley Flood Protection Board, or successor thereto, which requires Plumas County Flood Control & Water Conservation District (PCFC&WCD) to assume responsibility for operation and maintenance of 2022-FMAP-RD NA15-01

Therefore, the Chair, Plumas County Board of Supervisors of the \_\_\_\_\_ is hereby authorized and directed to sign an operation, maintenance, repair, rehabilitation, and replacement agreement with the Central Valley Flood Protection Board, or successor thereto.

Passed and adopted at a regular meeting of the \_\_\_\_\_

of the Plumas County Flood Control & Water Conservation District (PCFC&WCD)

on \_\_\_\_\_.

Authorized Signature: \_\_\_\_\_

Printed Name: Jeff Engel

Title: Chair, Plumas County Board of Supervisors

Clerk/Secretary: \_\_\_\_\_

## Exhibit C

### State Audit Requirements

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. The list of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each project.

#### **List of Documents for Audit**

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State-funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State-funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State-funded Program/Project.

##### State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all grants, loans or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.

3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State-funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

STATE OF CALIFORNIA  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

Agreement Number: 2022-FMAP-RD NA 15-01

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND

Plumas County Flood Control & Water Conservation District (PCFC&WCD)

FOR OPERATIONS & MAINTENANCE ACTIVITIES

A PART OF THE FLOOD MAINTENANCE ASSISTANCE PROGRAM  
UNDER  
BUDGET ACT OF 2018 (Stats. 2018, ch. 29, Item 3860-001-0001)

**Table of Contents**

1. PURPOSE.	1
2. TERM OF FUNDING AGREEMENT.	1
3. FUNDING AMOUNT.	1
4. BASIC CONDITIONS.	1
5. DISBURSEMENT OF FUNDS.	2
6. ELIGIBLE COSTS.	2
7. METHOD OF PAYMENT.	2
8. WITHHOLDING OF DISBURSEMENTS BY STATE.	3
9. DEFAULT PROVISIONS.	4
10. SUBMISSION OF REPORTS.	4
11. NOTIFICATION OF STATE.	5
12. NOTICES.	5
13. PERFORMANCE EVALUATION.	5
14. FUNDING AGREEMENT REPRESENTATIVES.	5
15. STANDARD PROVISIONS AND INTEGRATION.	6
16. SIGNATURES.	7

**Exhibits**

Exhibit A - WORK PLAN .....	A-1
Exhibit B - BUDGET .....	B-1
Exhibit C - SCHEDULE .....	C-1
Exhibit D - STANDARD CONDITIONS.....	D-1
Exhibit E - RESOLUTION ACCEPTING FUNDS.....	E-1
Exhibit F - REPORT FORMATS AND REQUIREMENTS.....	F-1
Exhibit G - STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES .....	G-1

**FUNDING AGREEMENT BETWEEN**  
**THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)**  
**AND**  
**Plumas County Flood Control & Water Conservation District (PCFC&WCD)**

**2022-FMAP-RD NA 15-01**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Plumas County Flood Control & Water Con. Dist., a local flood maintaining agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Budget Act of 2020 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2022 and ends December 31, 2022. Invoices for this work shall be submitted no later than April 30, 2023.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$79,000.
4. **BASIC CONDITIONS.** State shall have no obligation to disburse money under this Funding Agreement until Funding Recipient has satisfied the following conditions:
  - A. Funding Recipient provides sufficient record for operations and maintenance activities and actual expenditures, as stated in their submittal package.
  - B. Funding Recipient submits a new Operations, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Assurance Agreement executed with the Central Valley Flood Protection Board for the Funding Recipient's entire jurisdiction.
  - C. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports."
  - D. Funding Recipient submits all deliverables as specified in Paragraph 10 of this Funding Agreement and in Exhibit A.
  - E. Prior to the commencement of implementation activities, for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
    - i. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
    - ii. Documents that satisfy the CEQA process are received by the State,
    - iii. State has completed its CEQA compliance review as a Responsible Agency, and
    - iv. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National

Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to implementation.

5. **DISBURSEMENT OF FUNDS.** State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or State laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Costs.
6. **ELIGIBLE COSTS.** Funding Recipient shall apply State funds received only to eligible Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, permit fees, preparation of environmental documentation, environmental mitigations, monitoring, and maintenance activities. Only work performed after the execution of this Agreement shall be eligible for reimbursement. Unless otherwise noted, costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include but are not limited to the following items:
  - A. Costs, other than those noted above, incurred prior to the execution of this Agreement.
  - B. Purchase and maintenance of general use vehicles.
  - C. Replacement of existing funding sources for ongoing programs.
  - D. Travel and per diem costs.
  - E. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  - F. Purchase of land or interests in land other than those authorized in Exhibit A.
  - G. Purchase or construction of new facilities.
  - H. Utility costs.
  - I. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. **METHOD OF PAYMENT.** Funds shall be disbursed to Funding Recipient after the disbursement requirements in Paragraph 4 "Basic Conditions" are met and in accordance with Exhibit B. Any funds provided in advance of actual expenditures shall be spent on Eligible Project Costs within six (6) months of disbursement from the State. Failure to provide adequate documentation on the use of any advanced funds shall constitute a material breach of this Agreement subject to the default provisions in Paragraph 9, "Default Provisions." Any funds not advanced in accordance with Exhibit B, the State will disburse to Funding Recipient, following receipt from Funding Recipient via electronic format invoice(s) for costs incurred and Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number.

Advance funds may be dispersed to Funding Recipient for eligible O&M activities as described in Exhibit B. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not Eligible Costs or is not supported by

documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed during the funding period identified in the particular invoice.
- B. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as set forth in Exhibit B.
  - v. Funding Recipient or their representative shall submit invoices and quarterly reports in electronic format to the following project manager: \_\_\_\_\_  
at \_\_\_\_\_.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

8. **WITHHOLDING OF DISBURSEMENTS BY STATE.** If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 9, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

9. **DEFAULT PROVISIONS.** Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement;
- C. Failure to abide by the terms of the OMRR&R Agreement with the Central Valley Flood Protection Board.
- D. Failure to make any remittance required by this Funding Agreement including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to Funding Recipient.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. **SUBMISSION OF REPORTS.** The submittal and approval of all reports or invoices is a requirement for the successful completion of this Funding Agreement. Reports or invoices shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports or invoices shall be submitted to the State's Project Manager Via electronic mail provided. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports verifying progress is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Funding Completion Report is a requirement for the subsequent release of any funds to the Funding Recipient in any Fiscal Year.

- A. **Quarterly Progress Reports:** Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be submitted to the State's Project Manager via electronic mail to the address provided. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipient's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period.
- B. **Closeout Report:** Funding Recipient shall prepare and submit to State a Closeout Report. Funding Recipient shall submit a Closeout Report within ninety (90) calendar days of work completion. The report shall include, in part, a description of actual work done, any changes or amendments to the work plan, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project.

11. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, work performed, or schedule under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the O&M activities will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during implementation, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

12. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

13. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Funding Recipient's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Funding Recipient.14. FUNDING AGREEMENT REPRESENTATIVES. The Funding Agreement Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources

Project Representative:

Name: Jeff H. Van Gilder

Title: Senior Engineering Geologist

Mailing Address: 3310 El Camino Ave., Room 140

Sacramento, CA 95821

Phone: (916) 574-2745

Email: Jeff.VanGilder@water.ca.gov

Plumas County Flood Control & Water Con. Dist.

Project Representative:

Name: Robert Thorman

Title: Associate Engineer

Mailing Address: 1834 E. Main Street

Quincy, CA 95971

Phone: (530) 283-6495

Email: robthorman@countyofplumas.com

Direct all inquiries to the Project Manager:

Department of Water Resources  
Project Manager:

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

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Plumas County Flood Control & Water Con. Dist.  
Project Manager:

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

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Either party may change its Project Representative or Project Manager upon written notice to the other party.

15. **STANDARD PROVISIONS AND INTEGRATION.** This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Plumas County Flood Control & Water  
Conservation District (PCFC&WCD)

---

**Jeremy Arrich, Division Chief**

Division of Flood Management

Date \_\_\_\_\_

Plumas County Flood Control & Water Con. Dist.

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

---

**Robin Brewer, Assistant Chief Counsel**

Office of Chief Counsel

Date \_\_\_\_\_

**Exhibit A**  
**WORK PLAN**

Funding Recipient must prepare a work plan describing all tasks and purchases expected to occur under this agreement. The funding recipient may revise the work plan if needed, but must obtain approval from DWR.

Task 1: Prepare USACE LOI or SWIF to establish eligibility under PL 84-99.

List the tasks/steps involved to obtain the LOI or SWIF if needed.

Task 2: Prepare the technical/engineering reports needed to secure sufficient funding to manage the SPFC facilities.

List the tasks/steps involved to prepare the technical and engineering reports if needed.

Task 3: Administrative Activities

Task 4: Describe and list the O&M activities and estimated cost to be performed.

Such activities may include the following:

- Levee and channel vegetation management
- Rodent abatement and damage repair
- Maintenance of levee slopes and patrol roads
- Minor erosion, seepage, and stability repairs
- Channel scour repair
- Addressing USACE and DWR identified levee deficiencies and unacceptable problems
- Maintenance of structures and other SPFC facilities
- Encroachment management
- Debris and obstruction removal
- Small sediment removal

Other activities as needed if not listed.

Task 5: List and describe the need for any equipment and/or materials that will be purchased under this Agreement.

**Exhibit B**  
**BUDGET**

Provide a cost estimate for the tasks or purchases described in Exhibit A. Administrative costs should not exceed 5 percent of the total funding.

If any tasks are removed from Exhibit A, then remove and renumber tasks below.

Tasks	State Funds	Amount Advanced	Task Total
Task 1 – LOI/SWIF	\$ 20,000.00	\$ 0.00	\$ 20,000.00
Task 2 – Technical Reports	\$ 20,000.00	\$ 0.00	\$ 20,000.00
Task 3 – Administration	\$	\$	\$
Task 4 – O&M Activities	\$ 39,000.00	\$	\$ 39,000.00
Task 5 - Equipment	\$	\$	\$
Total	\$ 79,000.00	\$ 0.00	\$ 79,000.00

**Exhibit C**  
**SCHEDULE**

Provide a schedule of O&M tasks to be performed. This schedule may be general. This will allow flexibility for tasks to be performed within the term of this agreement.

**Exhibit D****STANDARD CONDITIONS**

D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

A. Separate Accounting of Funding Disbursements: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State of California through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. **AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 9 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor

or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.

D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9.

D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:

- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,

- ii. Funding Recipient's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.17. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.18. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.19. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

D.21. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.22. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.23. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.24. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

D.25. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.26. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.27. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.28. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.29. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.30. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.31. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.32. **RETENTION:** Notwithstanding any funds advanced, the State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.

D.33. **RIGHTS IN DATA:** Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.34. **SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

D.35. **SUSPENSION OF PAYMENTS:** This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:

- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
- B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

D.36. **SUCCESSORS AND ASSIGNS:** This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.37. **TERMINATION BY FUNDING RECIPIENT:** Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.

D.38. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9.

D.39. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.40. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.41. **TIMELINESS:** Time is of the essence in this Funding Agreement.

D.42. **UNION ORGANIZING:** Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:

- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
- B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
- C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.

D.43. **VENUE:** The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.44. **WAIVER OF RIGHTS:** None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**RESOLUTION ACCEPTING FUNDS**

Resolution No. \_\_\_\_\_

Resolved by the \_\_\_\_\_  
of the Plumas County Flood Control & Water Con. Dist.  
that pursuant and subject to all applicable State and Federal laws, including the California Budget Act of 2020, that the funds awarded to Plumas County Flood Control & Water Con. Dist. by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: 2022-FMAP-RD NA 15-01 are hereby accepted.

The Chair, Plumas County Board of Supervisors of the Plumas County Flood Control & Water Con. Dist.  
is hereby authorized and directed to sign a Funding Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this Funding Agreement.

Passed and adopted at a regular meeting of the \_\_\_\_\_ of the  
Plumas County Flood Control & Water Con. Dist. on \_\_\_\_\_.

Authorized Signature \_\_\_\_\_

Printed Name Jeff Engel \_\_\_\_\_

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

Clerk/Secretary \_\_\_\_\_

**Exhibit F****REPORT FORMATS AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

**1. PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

**FUNDING AGREEMENT STATUS**

Describe the work performed under this Funding Agreement and outlined in Exhibit A during the time period covered by the report including but not limited to:

**PROJECT INFORMATION**

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

**COST INFORMATION**

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs

**SCHEDULE INFORMATION**

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

## 2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail
  - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

**BECKWOURTH COUNTY SERVICE AREA**  
**C/O PLUMAS COUNTY ENGINEERING DEPARTMENT**  
**555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**  
*John Mannle, P.E.*      *County Engineer and Manager, BCSA*

**AGENDA REQUEST**

for the September 7, 2021 meeting of the Plumas County Board of Supervisors

Date:      August 30, 2021

To:      Honorable Governing Board

From:      John Mannle, Manager, Beckwourth CSA

Subject:      1) Authorize a request to the County of Plumas Board of Supervisors to borrow funds from the General Fund for cash flow purposes in an amount not to exceed twenty thousand dollars (\$20,000), to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any documents necessary on behalf of the District to evidence the loan and receive the loan proceeds.  
  
2) Appropriate the proceeds of the loan described above to Fund 0206 as provided in the attached budget request for Budget Transfer. **Four/fifths required roll call vote**



**BACKGROUND:**

As reported to the BCSA Governing Board multiple times during 2020 and 2021, the CSA incurred unplanned repairs to the sewer pump due to obstructions clogging the pump. These unforeseen repairs have depleted the very small reserve needed for day to day operation. Gabriel Hydrick is reportedly reviewing options on obtaining American Rescue Plan Act (ARPA) funds and it looks promising to utilize these funds to pay for repairs to the pump station as these repairs were directly related to wipes and COVID-19 precautions. The requested loan amount assumes that the ARPA funds are approved for the COVID-19 related expenses exceeding \$20,000 to date.

The State Water Boards continues to review the Planning Grant Application with design of new pump station expected to begin in fall 2021. The design phase is expected to be completed no later than April 2022. Construction Grant application will be completed immediately following the design phase. The Water Boards have estimated 12 to 18 months to review the construction application and approve funding.

BCSA staff is also revising the Engineer's Report to better reflect revenue and expenses. The revised Engineer's Report will include a plan to repay the loans from the General Fund. After extensive research, additional customers were discovered that have been receiving service, but had not been billed or paid for sewer service. Staff will continue to use all available tools to collect on past due accounts.

BCSA owes Public Works Road Department \$18,236.21 dating back to 2018. This amount represents previous invoice for labor by Public Works staff working on behalf of BCSA. BCSA has not collected sufficient fees for sewer service to have a cash balance to be in a position to pay the invoice to Public Works. The current proposed loan is for BCSA to be able to pay the Road Department on past due invoice and maintain cash flow.

It is also important to note that BCSA is a “County Service Area (CSA),” not a “Community Services District (CSD).” Since BCSA is not a CSD, it is noted that there are some sections from the State’s County Services Area law that relate to the County’s general funds to pay expenses, or lending money, to a county service area. Generally, any expenditures must be repaid in the same fiscal year. However, the BCSA Governing Board – by a 4/5ths vote – can extend the term up to 3 years (because the CSA is actually a part of county government and the transaction is not a loan between separate entities as it would be in the case of a dependent special district).

## **RECOMMENDATION**

The Manager of BCSA respectfully recommends the Governing Board vote to:

1. Authorize a request to the Plumas County Board of Supervisors to borrow the sum of twenty thousand dollars (\$20,000) for payment of aged invoice from the Road Department and cash flow purposes, for a term not to exceed three (3) years, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; and
2. Appropriate the proceeds of the loan into the budget.



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

A) Requesting a loan to pay past due amount for labor fees to pay back Public Works.

B)

C)

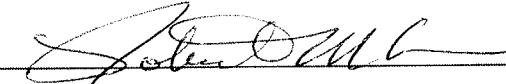
D) Unforeseen emergency repairs to sewer line and/or pumps, need to supplement with a loan from the general fund.

Approved by Department Signing Authority:

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

 8/24/21

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

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

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

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

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

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

# ENGINEERING DEPARTMENT

555 West Main Street • Quincy, CA 95971 • (530) 283-6209 • Fax (530) 283-6134



John Mannie  
Plumas County Engineer

## **AGENDA REQUEST**

For the September 7, 2021 Meeting of the Plumas County Board of Supervisors

August 30, 2021

To: Honorable Governing Board

From: John Mannie, County Engineer

Subject: Approve a Loan from the General Fund to the Beckwourth County Services Area in an amount not to exceed twenty thousand dollars (\$20,000), to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any documents necessary on behalf of the District to evidence the loan and receive the loan proceeds – Discussion and possible action..

### **Background:**

The Beckwourth County Services Area needs a loan from the General Fund until such time that ARPA funds are received and to pay outstanding invoice to Public Works dating back to 2018.

This loan will enable the CSA to meet its cash obligations, including costs relating to pump repairs and Industrial Way sewer line repair expenses.

### **Recommendation:**

The County Engineer respectfully recommends that the Plumas County Board of Supervisors vote to authorize a loan to the Beckwourth County Service Area in the amount of twenty thousand dollars (\$20,000) for cash flow purposes, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any documents necessary on behalf of the District to evidence the loan and receive the loan proceeds.

# PLUMAS COUNTY ASSESSOR

1 Crescent Street • Quincy, CA 95971-9114 • (530) 283-6380 • Fax (530) 283-6195

6B



CYNTHIA L FROGGATT  
ASSESSOR

**Date:** August 30, 2021

**To:** The Honorable Board of Supervisors

**From:** Cynthia L Froggatt, Assessor

**Subject:** Request to fill Part-time/Extra Help position

**It is recommended that the Board:**

Authorize the Assessor to fill the position of Temporary/Extra Help.

**Background and Discussion:**

On July 13, 2021 the Dixie Fire started. Since then we have had an overwhelming number of phone calls, calamity forms and address changes. We have also had an increase in counter traffic with questions regarding documents for them to work with their insurance companies to get reimbursement or file a claim. With current staffing levels, the office is not able to absorb this additional work-load without falling behind on our normal responsibilities. The position requested is for Temporary/Extra Help, an unclassified position. The office currently has Extra-Help wages budgeted to accomplish addition scanning work of our single copy records. I would like to delay that project in order to enhance our response to the current calamity.

It is typical in Counties that have suffered a calamity such as the Beckwourth and Dixie Fires, to be inundated with address changes from the hundreds of displaced evacuees. Often these evacuees move multiple times until they find adequate long-term housing. Members of the California Assessors' Association who have experienced these types of calamities are adamant that keeping this workload current is vital to the necessary flow of information and services to those that have been displaced. The Assessor's Office is the front end of that address change process. Keeping this workload current will provide benefits to GIS, Law Enforcement, service providers, the Assessor, Auditor, Tax Collector and ultimately the very taxpayers who support our local government.

It is critical that the Board authorize the Assessor to fill this position in order for the Assessor's Office to maintain vital service to the public in these difficult economic times. The vacant position has left the front office with only one Transfer Analyst and one Mapper who are providing front line customer service.

Given the current work load in the department, we cannot afford to not have staff for our incurring work load concerning the major wildfires. One of our accomplishments through the years has been great customer service. At the current staffing level, our office is will incur reduced response times.

## **AUDITOR/APPRASIER I**

### **DEFINITION**

Under supervision, to learn the methods and procedures used in gathering and analyzing data for the appraisal of businesses, personal property, fixtures, timber, and real property for tax assessment purposes; to assist with audits and analysis of business financial records for appraisals; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and training level in the Auditor/Appraiser class series. Incumbents often work under the guidance of other Department staff until they become familiar with the Department's methods, procedures, and policies. After some knowledge and experience has been gained, easier and more routine job assignments are given to positions in this class. When an incumbent has demonstrated substantive knowledge of Department procedures and policies, sound work habits, and gained proper certification, they may expect promotion to the next higher level of Auditor/Appraiser II.

### **REPORTS TO**

County Assessor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **EXAMPLES OF DUTIES**

- Learns to examine and audit accounting records, financial records, tax returns, and other business records in connection with the appraisal of personal and business property and assets for tax assessment purposes.
- Assists with analyzing information and determining the proper valuation of business property.
- Assists with adjusting the original cost of equipment and fixtures to reflect changes in price levels and depreciation.
- Assists with the analysis of depreciation reserves and fixed asset accounts to evaluate depreciation methods and the appropriateness of depreciation reserves for valuation purposes.
- May collect cost and value data for the preparation of appraisal guides.
- Assists with the analysis and evaluation of personal property such as boats and aircraft for tax assessments.
- Assists with the analysis of farm equipment values.
- Learns and assists with real property and timber appraisals.
- Assists with the preparation of defenses and new analyses for challenged appraisals.
- Assists with reviewing and updating assessment roles when necessary.
- Assists with report preparation.
- Records factual data and comments on appraisal forms.
- Performs the more routine auditing and appraisal assignments on an independent basis as job experience is gained.

## **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

## **TYPICAL WORKING CONDITIONS**

Work is performed in both an office and business environments; continuous contact with staff and the public.

## **DESIRABLE QUALIFICATIONS**

### **Knowledge of:**

- Accounting and auditing principles and procedures.
- General knowledge of principles involved in the appraisal of business, personal, and real property.

### **Ability to:**

- Learn and apply the techniques, methods, and principles of personal, business, real, and timber property appraisal.
- Assemble and analyze statistical and narrative information.
- Prepare and maintain records and reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Understand and carry out oral and written directions.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Completion of formal advanced educational training in accounting, auditing, business administration or a related field; or, completion of some responsible work experience in accounting, appraising, engineering assistance, building cost estimating, construction material buying, or managing business records.

**Special Requirements:** Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.

Incumbents have one year from the date of appointment to this class to obtain a valid appraiser's certificate issued by the State Board of Equalization.

## FISCAL AND TECHNICAL SERVICES ASSISTANT I

### **DEFINITION**

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to learn and provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the first working level in the Fiscal and Technical Services Assistant class series. Incumbents learn and perform a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to provide specialized and technical public assistance. Incumbents in this class are expected to have substantial general office support and public assistance experience and be capable of quickly learning a specialized and technical support area. When sufficient knowledge has been demonstrated and experience requirements are met they may expect promotion to Fiscal and Technical Services Assistant II. Assignments are similar to those of a Fiscal and Technical Services Assistant II, however, employees work with less independence and closer supervision than a Fiscal and Technical Services Assistant II.

### **REPORTS TO**

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## FISCAL AND TECHNICAL SERVICES ASSISTANT I - 2

### EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Learns and keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax.
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness.
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

## **FISCAL AND TECHNICAL SERVICES ASSISTANT I - 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

### **KNOWLEDGE OF**

- General knowledge of financial, statistical, library, public works, social services, solid waste, tax, assessment roll, or other specialized recordkeeping.
- Account and fiscal recordkeeping.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

### **ABILITY TO**

- Learn and perform a variety of specialized financial, statistical, tax collector, library, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the County Library, Public Works, Social Services, Solid Waste Planning, or other assigned area.

- Establish and maintain cooperative working relationships.

## **FISCAL AND TECHNICAL SERVICES ASSISTANT I – 4**

### **TRAINING AND EXPERIENCE:**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

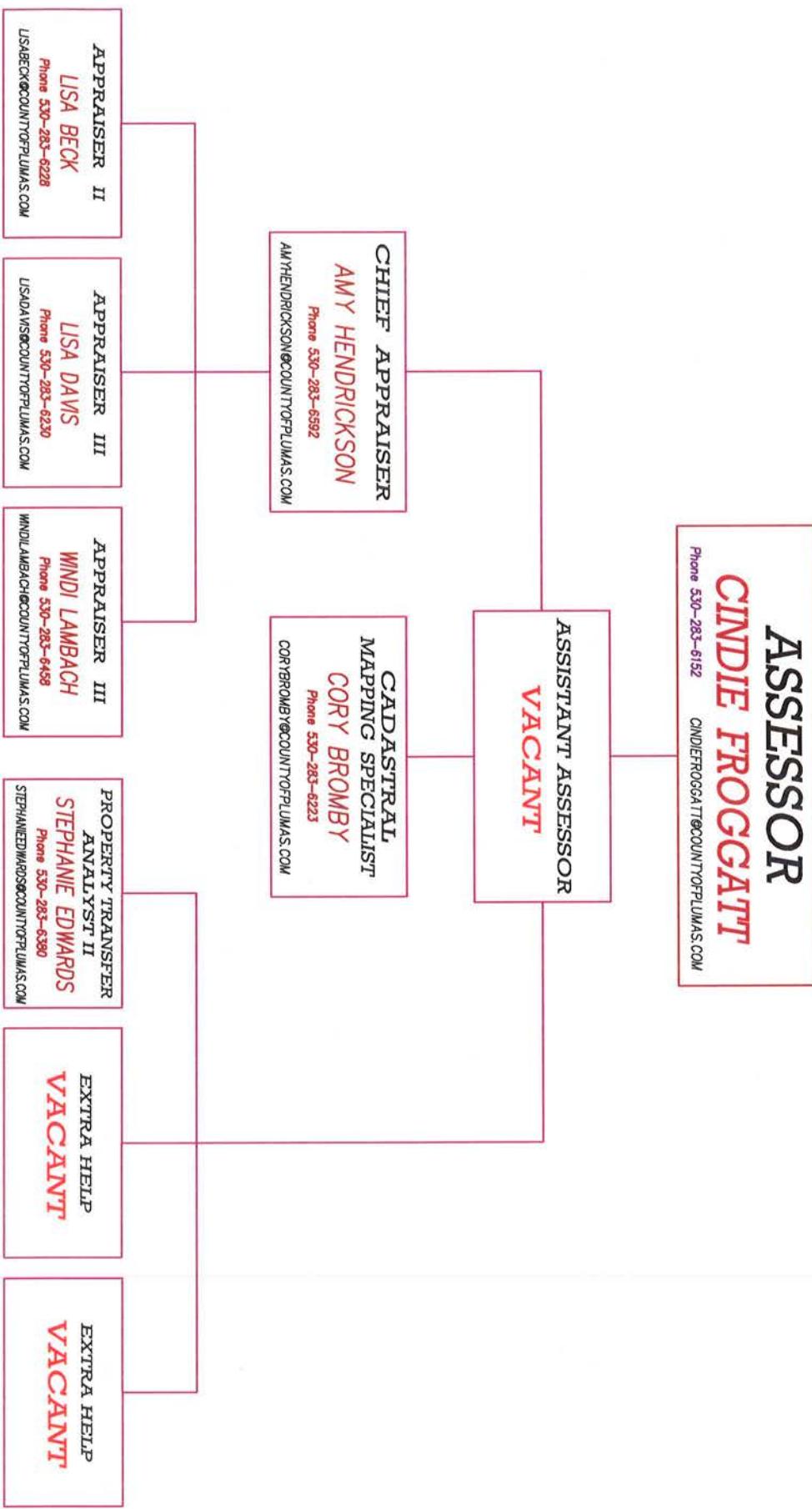
Two (2) years of experience in performing general office support and public assistance work similar to Office Assistant II with Plumas County.

### **SPECIAL REQUIREMENTS:**

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

# 2021

## ASSESSOR'S OFFICE ORGANIZATIONAL CHART





6C

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

**Kevin Correira**  
Director

Board Meeting: September 7, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Board Chairman to sign a three-year contract between the County and Bobs Janitorial for Custodial Services at the County Facilities in Quincy not to exceed \$187,410.20 annually.

---

### **Background**

This is an annual contract between Bob's Janitorial and the County that reoccurs every year, this contract is for three years to lock in price. This contract is going forward without County Counsel signature.

### **Recommendation**

Approve and Authorize board Chairman to sign contract between the County and Bob's Janitorial Services for annual Custodial Services at County owned facilities in Quincy not to exceed \$187,410.20 annually.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

**Kevin Correira**  
Director

Board Meeting: September 7, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Board Chairman to sign a three-year contract between the County and Bob's Janitorial for Custodial Services at the county facilities in Quincy not to exceed \$182,410.20 annually

---

### **Background**

This is an annual contract between Bob's Janitorial and the County that reoccurs every year, this contract is for three years to lock in price. This contract is going forward without County Counsel signature.

### **Recommendation**

Approve and Authorize Board Chairman to sign Contract between the County and Bob's Janitorial service for annual Custodial Services at County owned facilities in Quincy not to Exceed \$182,410.20 annually

## 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 Facility Services** (hereinafter referred to as "County"), and, **Tim Ringo**, a sole proprietor doing business as **Bob's Janitorial 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. Schedule of Services. Contractor shall adhere to cleaning schedules as set forth in Exhibit B, attached hereto.
3. 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 **Five Hundred Sixty Two Thousand Two Hundred Thirty dollars and 60/100 (\$562,230.60)**.
4. Term. The term of this agreement shall be from **October 1, 2021 through September 30, 2024**, unless terminated earlier as provided herein.
5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. 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.

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

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

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

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

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

obligations under this Agreement. **In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-000020000.**

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:

Department of Facility Services & Airports  
County of Plumas  
198 Andy's Way  
Quincy, CA 95971  
Attention: Kevin Correira, Director

Contractor:

Bob's Janitorial Service  
135 Railway Ave.  
Quincy, CA 95971  
Attention: Tim Ringo, Owner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

25. Force Majeure. Neither party shall be liable or responsible to the other party for delays of failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This shall become effective only if the Party failing to perform notifies the other

party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

**CONTRACTOR:**

Tim Ringo, a sole proprietor DBA Bob's Janitorial

By: \_\_\_\_\_  
Name: Tim Ringo  
Title: Owner  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Board of Supervisors - Chair  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board  
Date signed:

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Title: Deputy County Counsel  
Date signed:

**Exhibit A**  
**Scope of Work (Subject to Change Prior to Award)**

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Quincey Memorial Hall, Fairgrounds Admin, Courthouse Annex, Courthouse, Library & Museum, Permit Center, Gansner Park, Gansner Airport bathroom, and the Facility Services Building**. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor. Please see custodial minimum standards attachment, which is incorporated herein by reference.
  - A. Services Required (not all surface/material types apply – verify conditions for each building)
    - a. Daily Restroom Services
      - a. Clean and sanitize all sinks, toilets, counter tops and mirrors
      - b. Polish all chrome and hardware
      - c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
      - d. Wash all walls and partitions
      - e. Empty waste receptacles
      - f. Replenish all paper & soap dispensers to full
    - b. Monthly Restroom Services
      - a. Clean all ceiling and wall mounted HVAC vents
      - b. De-scale toilets, urinals and faucets
      - c. Wash all walls and toilet partitions
    - c. Daily Office/Common Room Services/Entrance Lobby
      - a. Vacuum carpeted areas thoroughly
      - b. Disinfect countertops and polish table tops
      - c. Dust cases, pictures, ledges and fire extinguishers
      - d. Wet mop all floors, strip and wax linoleum as necessary

- e. Clean, sanitize and polish drinking fountains
- f. Wet wipe handrails, spindles and handrail base
- g. Empty waste receptacles
- h. Remove all cobwebs
- i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
- j. Sweep entrances and clean entrance mats
- k. Clean all glass entrance and interior doors
- l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

d. Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinet above cubicles

e. Annual Cleaning (spring - date to be determined as weather becomes mild)

- a. Interior and exterior window glass washing
- b. Carpet cleaning and shampooing
- c. Restore/Cut Polish marble floors, stairs wainscoting

#### B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments as listed in the attached **Exhibit B – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

#### D. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

2. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
  - b. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.
  - c. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
  - d. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
    - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program.
    - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

## 2. Emergency Janitorial Services

- A. Contractor shall provide emergency, professional janitorial services on an “as-needed” basis upon request by County.
- B. Services contemplated by the parties include, but are not limited to, the following:
  - a. Professional janitorial services at various county facilities that do not fall within the scope of work in the building specific contract on file.

### Exhibit B Schedule of Services

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Quincy Memorial Hall</b>									
Restrooms - All Floors		X				X			
Trash		X				X			
Lobby Stairs/Handrail/Balconies		X				X			
Office counters		X				X			
Vacuum carpets		X				X			
Dust all ledges & surfaces		X				X			
Mop floors		X				X			
Entry/Lobby		X				X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Fairgrounds Admin/</b>									
Restrooms - All Floors		X				X			
Trash		X				X			
Lobby Stairs/Handrail/Balconies		X				X			
Office counters		X				X			
Vacuum carpets		X				X			
Dust all ledges & surfaces		X				X			

Mop floors		X				X			
Entry/Lobby		X				X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Courthouse Annex</b>									
Restrooms - All Floors		X		X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces		X		X		X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									
Wax/Seal floor									X
Clean glass entry doors		X		X		X			
Polish brass									
Wash Int/Ext window glass									X
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Courthouse</b>									
Restrooms - All Floors	X	X	X	X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces						X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									X

Wax/Seal floor									X
Clean glass entry doors		X				X			
Polish brass							X		
Wash Int/Ext window glass								X	
Shampoo carpets								X	
Restore/Cut Polish Marble (6-step process)									X

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Library &amp; Museum</b>									
Restrooms - All Floors		X		X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces		X		X		X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Permit Center</b>									
Restrooms - All Floors		X		X		X			
Trash		X		X		X			
Lobby Stairs/Handrail/Balconies		X		X		X			
Office counters		X		X		X			
Vacuum carpets		X		X		X			
Dust all ledges & surfaces		X		X		X			
Mop floors		X		X		X			
Entry/Lobby		X		X		X			
Polish wood									

\_\_\_\_\_ COUNTY INITIALS

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

Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets									X

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Gansner Park</b>									
Restrooms		X				X			
Trash – bathrooms/park receptacles		X				X			
Lobby Stairs/Handrail/Balconies									
Office counters									
Vacuum carpets									
Clean all ledges & surfaces		X				X			
Mop floors		X				X			
Entry/Lobby									
Polish wood									
Wax/Seal floor									
Clean entry doors		X				X			
Polish brass									
Wash Int/Ext window glass									
Shampoo carpets									

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Gansner Airport bathroom</b>									
Restroom						X			
Trash						X			
Lobby Stairs/Handrail/Balconies									
Office counters									
Vacuum carpets									
Clean all ledges & surfaces						X			
Mop floors						X			
Entry/Lobby									
Polish wood									

COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS

Wax/Seal floor									
Clean entry doors							X		
Polish brass									
Wash Int/Ext window glass									
Shampoo carpets									

	Mon	Tues	Wed	Thurs	Fri	Sat	3 Mos	Annual	6 Mos
<b>Facility Services Building</b>									
Restrooms - All Floors		X				X			
Trash	X					X			
Lobby Stairs/Handrail/Balconies	X					X			
Office counters	X					X			
Vacuum carpets	X					X			
Dust all ledges & surfaces	X					X			
Mop floors	X					X			
Entry/Lobby		X				X			
Polish wood									
Wax/Seal floor							X		
Clean glass entry doors		X				X			
Polish brass									
Wash Int/Ext window glass								X	
Shampoo carpets								X	

**Exhibit C**  
**Fee Schedule**

<b>ANNUAL FEE SCHEDULE</b>	
<b>Facility</b>	<b>Fee</b>
Quincy Memorial Hall	10,159.20
Fairgrounds Admin / Facility Services Building	7,956.00
Courthouse Annex	62,475.00
Courthouse	55,080.00
Library & Museum	24,480.00
Permit Center	18,360.00
Gansner Park (Apr 15 – Oct 15)	3,000.00
Gansner Airport bathroom	900.00

Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing recurring vendor payments.

**Emergency Janitorial Services:**

- A. Labor and equipment rental: \$65 per hour
- B. **Emergency Janitorial Services** not to exceed **Five Thousand dollars** (\$5,000) per contract year.
- C. Contractor shall be paid monthly upon submittal of written invoice to County setting forth the following:
  - a. A description of the services provided including the date(s) of

service(s), amount of time expended, and any applicable hourly rate

- D. County shall make payment within 30 days of receipt of Contractor's invoice
- E. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Line B above

## **EXHIBIT "D"**

### **SCHEDULE OF HIPAA PROVISIONS**

If and to the extent, and so long as, required by the provisions of 42 U.S.C. § 1171, et seq., enacted as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure County that Contractor will appropriately safeguard Protected Health Information made available to or obtained by Contractor.

In implementation of such assurance and without limiting the obligation of Contractor otherwise set forth in this Contract or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to Protected Health Information and with respect to any task or other activity Contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

The agreement of Contractor set forth in the two preceding sentences, and the additional provisions relating to permitted and required uses and disclosures thereof that shall from time to time be provided to Contractor by County in accordance with applicable law, constitutes a contract between County and Contractor establishing the permitted and required uses and disclosures of such Protected Health Information by Contractor. In amplification and not in limitation of the provisions of this Contract including this Section of this Contract, Contractor agrees that Contractor shall:

1. Not use or further disclose such Protected Health Information other than as permitted or required by this Contract. Contractor shall not, except as necessary for the proper management and administration of the Contractor to carry out the legal responsibilities of the Contractor for performance of Contractor's duties under this Contract, use, reproduce, disclose, or provide to third parties, any confidential documents or information relating to the County or patients of the County without prior written consent or authorization of the County or of the patient. If Contractor uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. Contractor shall also ensure that the person notifies Contractor of any instances of breach of confidentiality such person is aware of. Contractor shall ensure that its

personnel, employees, affiliates, and agents maintain the confidentiality of patient health information and business of the County;

2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by County;
3. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such Protected Health Information that it creates, receives, maintains, transmits or destroys on behalf of County;
4. Report to County any use or disclosure of such information not provided for by this Contract of which Contractor becomes aware;
5. Ensure that any subcontractors or agents to whom Contractor provides Protected Health Information received from County agree to the same restrictions and conditions that apply to Contractor with respect to such information;
6. Make available Protected Health Information in accordance to applicable law;
7. The above requirements apply equally to all electronic records. Contract shall not release any electronic information without complying with all above requirements;
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from County available to the Secretary of the United States Health and Human Services for purposes of determining Contractor's compliance with applicable law (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials);
9. Incorporate any amendments or corrections to Protected Health Information when notified pursuant to applicable law. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provisions of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and
10. Authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.

**Exhibit E**  
**Confidentiality Agreement**

**CONFIDENTIALITY AGREEMENT FOR CONTRACTORS**

**Background**

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

**Confidentiality Agreement**

I, \_\_\_\_\_ acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

---

Signature

---

Date



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** August 27, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis

**Cc:** Gretchen Stuhr, County Counsel

**Agenda:** **Public Hearing for September 7, 2021 at 10:00 a.m.**

---

**Recommendation:** Introduce and waive first reading of an Ordinance Adding Chapter 10 to Title 2 of the Plumas County Code Pertaining To Partnership HealthPlan of California Commission.

**Background:** California's Medicaid program, Medi-Cal, is a key source of health coverage in the state and the sole access to care for income eligible children, adults and people with specific medical conditions. The state administers these benefits through Medi-Cal managed care, in which the state contract with health plans to deliver these benefits to beneficiaries in exchange for a monthly premium. This premium is paid to the plan by the Department of Health Care Services (DHCS). There are six (6) managed care models approved for California counties:

**Imperial County Model:** originated out of the Regional Model to serve rural expansion needs. Similarly, in an Imperial Model county, there are two Knox-Keene Act licensed commercial plans that contract with DHCS to serve one or more counties. Only Imperial County participates in this model.

**San Benito County Model:** also originated out of the Regional Model to serve rural expansion needs. In the San Benito Model, there is one Knox-Keene Act licensed commercial plan that contracts with DHCS. Beneficiaries can choose the managed care plan or regular (fee-for-service) Medi-Cal. Only San Benito County participates in this model.

**Geographic Model:** the Department of Healthcare contracts with multiple Knox-Keene Act licensed commercial health plans within a single county. The GMC Model serves clearly defined geographic areas. Only two (2) counties participate in this model, Sacramento and San Diego.

**Two-Plan Model:** there is a county organized plan called the Local Initiative (a prepaid health plan) and a commercial plan. The Local Initiative plan is a Knox-Keene Act licensed, county sponsored



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



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

managed care plan that serves one or more counties. DHCS contracts with both plans for the delivery of Medi-Cal managed care services in the county. Fourteen (14) counties participate in this model.

**County Organized Healthcare System:** In this model the MediCal managed care health plan is run by the county. In a COHS county, there is only one managed care plan serving the Medi-Cal population. This is the preferred model of a majority of counties, in particular rural counties. Eight (8) counties participate in this model.

**Regional Model:** Rural counties that have not elected to participate as a County Organized Healthcare System model or as the Local Initiative of a Two-Plan model can offer Medi-Cal managed care through the Regional Model. The Regional Model developed for the rural expansion and consists of two commercial health plans, that are Knox-Keene Act licensed, wanting to serve two or more contiguous counties in the designated Expansion Region. Eighteen counties participate in the model, including Plumas.

DHCS is now allowing counties in the Regional Model to transition to a County Organized Healthcare System model of managed care. Ten (10) of those eighteen (18) counties, including Plumas, are in the process of transitioning to a County Organized Healthcare System model.

The summary of the State Auditor's 2019 report states that "even though Partnership operates in comparable rural counties, the two Regional Model health plans have provided beneficiaries with worse access to care than Partnership has provided its beneficiaries. In fact, our analysis showed that the Regional Model health plans have required some beneficiaries to travel hundreds of miles to reach certain health care providers, including obstetricians, oncologists, neurologists, and pulmonologists. In many instances, these distances far exceeded the distances that Partnership required its beneficiaries to travel for similar care."

A COHS managed care model is generally regarded as offering counties the greatest amount of local control, with counties being responsible for the governance of their respective plans. One specific COHS model plan is Partnership Health Plan of California (PHC). PHC is a non-profit community based health care organization that created a COHS managed healthcare plan for Medi-Cal beneficiaries. PHC began providing services in Solano County in 1994 and now serves 14 Northern California counties. Prior to the 2013 managed care expansion, many Northern California counties sought to join the COHS model under PHC, however, DHCS restricted the number of counties allowed to do so. Unfortunately, this limitation resulted in the automatic assignment of those counties into the Regional managed care model, as well as the selection of Anthem Blue Cross and California Health and Wellness as the plans. Neither Plumas County nor the other impacted counties were consulted by DHCS prior to the assignment into the Regional model of managed care or the selection of Anthem Blue Cross and California Health and Wellness as the plans.

In 2018, Senator Jim Nielsen's request for an audit of DHCS's oversight of managed care in the 18 counties assigned to the Regional model was approved by the Joint Legislative Audit Committee. In 2019, the State Auditor released a report titled "Department of Health Care Services: It Has Not

Ensured That Medi-Cal Beneficiaries in Some Rural Counties Have Reasonable Access to Care". The report found a number of shortcomings in the provision of services to beneficiaries in rural counties, including Plumas. The report concluded with the recommendation that these counties be allowed to transition to a COHS model of care. Pursuant to the State Auditor's recommendations, DHCS released information on the upcoming statewide procurement of commercial Medi-Cal managed care plans and issued an instruction that all counties wishing to transition to a COHS should submit a letter of intent to DHCS by March 31, 2021. The Board of Supervisors approved the required letter of intent on March 16, 2021.

Plumas County is one of ten (10) counties who have approved letters of intent to join PHC and are presenting similar ordinances to their respective Boards. Nevada County is the first of the 10 partner counties to pass this ordinance, effective August 10, 2021.

By joining PHC's multi-county commission, Plumas County is taking an active role in ensuring our Medi-Cal beneficiaries, including CCS families, receive the quality of care they deserve.

**DHCS publishes reports of the Managed Care Plans, select data included below.**

<https://www.dhcs.ca.gov/Documents/CA2018-19-Medicaid-Managed-Care-Survey-Summary-Report.pdf>

Comparison of beneficiary rating (from surveys) of the managed care plans – adults

- Top score was 86.1%, state weighted average was 71.8%
- Partnership was #9 with an average score of 76.7%,
- CHW was 20 with an average score of 71.2%
- Anthem was last (#26) with an average score of 56.8%

Comparison of beneficiary rating (from surveys) of the managed care plans - children

- Top score was 92.6%, state weighted average was 83.0%
- Partnership had an average score of 84.8%,
- Anthem was second to last with an average score of 78.4%
- CHW was last with an average score of 76.9%

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,  
STATE OF CALIFORNIA, ADDING CHAPTER 10 TO TITLE 2 OF THE PLUMAS  
COUNTY CODE PERTAINING TO PARTNERSHIP HEALTH PLAN OF CALIFORNIA  
COMMISSION**

The Board of Supervisors of the County of Plumas does ORDAIN as follows:

**SECTION 1.** Chapter 10 entitled “Partnership HealthPlan of California Commission” is added to Title 2 of the Plumas County Code to read as follows:

**TITLE 2  
CHAPTER 10.  
PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION**

**Sec. 2-10.01. Statement of Purpose**

A. Partnership HealthPlan of California Commission (“Commission”) is a multi-county commission that has created a managed health care plan for Medi-Cal recipients. The purpose of this chapter is to authorize the county of Plumas to join the existing commission. This will allow the implementation of a county organized health system in Plumas County as authorized by Welfare and Institutions Code Section 14087.54.

B. The commission will negotiate an exclusive contract with the California Department of Health Care Services authorizing the expansion of the Partnership HealthPlan of California into Plumas County. This expansion is expected to occur on or about January 1, 2024.

**Sec. 2-10.02. Authorization to Join Commission**

Pursuant to Welfare and Intuitions Code section 14087.54, the Plumas County Board of Supervisors hereby authorizes the County of Plumas to join the Commission.

**Sec. 2-10.03. Membership of Commission**

A. Commission representation shall be based on the number of Medi-Cal beneficiaries enrolled in the HealthPlan in each county, as determined by the Partnership HealthPlan of California established formula.

B. Individuals may be appointed to the Partnership HealthPlan Commission by the Plumas County Board of Supervisors, with recommendations from the Plumas County Director

of Public Health.

C. The Commission members appointed by the Plumas County Board of Supervisors shall serve at the pleasure of the Board and shall represent be selected as follows:

D. Individuals appointed to the Partnership Commission may include

1. Employees of the County within Public Health
2. Local healthcare and medical providers who provide services to Medi-Cal beneficiaries
3. Medi-Cal beneficiaries
4. Family members of Medi-Cal beneficiaries

**Sec. 2-10.04. Term of Office**

The term for the commissioners shall be for a two-year period. Nothing herein shall prohibit a person from serving more than one term. Each Commission member shall remain in office at the conclusion of the member's term until a successor member has been selected and installed into office. An office shall become vacant if a Commission member discontinues to live or work in Plumas County, or fails to attend, without advance notice, three meetings in a row of the Commission.

**Sec. 2-10.05. Obligations of the Commission**

Pursuant to Welfare and Institutions Code section 14087.54(d), any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Plumas.

**Sec. 2-10.06. Local Managed Care Committee**

The County may establish a local managed care committee to inform the Commission on behalf of Plumas County of local health needs, priorities and issues. Individuals on this local committee shall by nominated by the Plumas County Director of Public Health or designee.

**Sec. 2-10.07. Termination of Membership**

The Commission shall continue to represent Plumas County until such time as the Plumas County Board of Supervisors terminates the representation. To terminate the representation, the Plumas County Board of Supervisors or its designee shall provide ninety-day notice to other participating counties and the State Department of Health Care Services, as specified in Welfare and Institutions Code section 14087.54(g).

**SECTION 2.** Section 1 of this ordinance shall be codified. The remainder of the ordinance shall not be codified.

**SECTION 3.**

This ordinance shall become effective thirty (30) days after its date of final adoption. The Clerk of the Board shall post a copy of the ordinance in a prominent location at the Board of Supervisors' Chambers and shall leave it posted for at least one week

Introduced at a regular meeting of the Board of Supervisors on the 7<sup>th</sup> day of September 2021, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 14<sup>th</sup> day of September 2021, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

---

Chairperson, Board of Supervisors

ATTEST:

---

Clerk of the Board of Supervisors

E (1+2)



# COUNTY ADMINISTRATOR

Gabriel Hydrick

## AGENDA REQUEST AND STAFF REPORT

For the September 7th, 2021 meeting of the Plumas County Board of Supervisors

**Subject:** CDBG CV-2 & 3 Grant Application Resolution

**To:** Honorable Board of Supervisors, Clerk of the Board, County Counsel

**From:** Gabriel Hydrick, County Administrator

**Date:** 8/30/2021

**Strategic**

**Relevance:** N/A

### Background/Introduction:

On December 18, 2020, HCD issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. Approximately \$71 million in new Coronavirus Response Round 2 and 3 (CDBG-CV2 and CDBG-CV3) federal funds authorized by the CARES Act will be allocated to eligible jurisdictions to perform activities related to COVID-19 response and recovery.

On December 18, 2020, Housing and Community Development (HCD) issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020.

Earlier this year the County began the application process with Board support. The application is complete but for the resolution. Today's proposed action is to adopt a resolution supporting the CDBG CV 2 & 3 grant application for a **Small Business Grants Program** and for a **Career Development Program**. Grant funding can be used for the following:

- Payment of lease/rent/mortgage or utilities
- Payment of debt incurred since March 2020
- Employee wages and associated costs
- Supplies and materials to help prevent the spread of COVID
- Costs associated with complying with public health orders
- Any other CDBG eligible expenses to prevent, prepare for, and respond to COVID

The County and city of Portola have been working together on this grant and the City is submitting its application with the County's. Portola has an amount of \$285,985 that will also go towards the Small Business Grants Program. ***With the City joining under the County's application, CDBG CV 2 & 3 grants will total \$673,462. A resolution and MOU between the City and County will be brought before each respective governing board*** in the near future.

The **Career Development Program** will help persons unemployed by COVID learn new skills that are in demand by new and existing employers. The program will also assist businesses affected by closures with employee retention. Funding for this program is proposed to not exceed \$150,000 of the CDBG 2 & 3 allotment.

No more than 13% of the total allotment may be used for administrative costs for both of these programs. Therefore, \$50,372 has been set aside, but any unused administrative funds will be put towards the programs.

**Finding Analysis:**

The remaining steps for this grant application is a MOU with the City and to adopt the resolution

**Recommended Actions:**

Staff respectfully recommends the Board of Supervisors:

- Adopt the MOU with the City
- Adopt the Resolution for the CDBG CV 2 & 3 Grant application

Or

- Provide staff different direction

**Fiscal Impact:**

The CDBG CV-2 & 3 grant money will cover all costs including administrative costs. There is no cost to the General Fund.

**Attachments:**

Attachment 'A': MOU with the City

Attachment 'B': Resolution